Modified Agenda
City of Dunnellon
City Council Meeting
20750 River Drive, Dunnellon, FL 34431
November 14, 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, November 10, 2016) 11/14/2016 backup added to item #1.

Chairman's Comments Regarding Agenda
Public Comments

OLD BUSINESS CONSENT AGENDA

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

1. **CITY COUNCIL MINUTES (Backup Added)**

   September 12, 2016
   September 26, 2016 - Special

   Documents:

   1_cmm20160912.pdf
   1_cmm20160926_Special.pdf

2. **APPROVE PROCLAMATION #PRO2016-13, WORLD PANCREATIC CANCER DAY**

   Documents:

   2_2016_13_WorldpancreaticcancerDay.pdf

3. **AUTHORIZE MAYOR TO SIGN AMENDMENT #1 TO MEMORANDUM OF AGREEMENT #AGR2016-47 WITH RSFAA**

Documents:

3_AGR2016_47_amend_1.pdf

4. **AUTHORIZE MAYOR TO SIGN LETTER OF CONCERN REGARDING SABAL TRAIL PIPELINE**

Documents:

4_20161103_sabal trail_letter of concern.pdf

5. **AUTHORIZE MAYOR TO SIGN LEASE #LEA2016-04, RENTAL OF VACANT CITY OWNED PROPERTY IN RIO VISTA**

Documents:

5_LEA2016_04 Rio Vista Parking Lease.pdf

6. **AUTHORIZE $1,000 BONUS TO BE PAID TO FULLTIME AND REGULAR PART TIME EMPLOYEES. BONUS TO BE DEFERRED FOR PROBATIONARY EMPLOYEES UNTIL COMPLETION OF SATISFACTORY 6 MONTH EVALUATION**

Documents:

6_Employee Bonus.pdf

7. **AUTHORIZE DUNNELLON BUSINESS ASSOCIATION TO USE CITY OF DUNNELLON 125TH ANNIVERSARY NAME IN CONJUNCTION WITH THE SALE OF HOLIDAY ORNAMENTS WITH PARTIAL PROCEEDS TO BENEFIT THE 125TH ANNIVERSARY PARK**

8. **AUTHORIZE MAYOR TO SIGN AMENDMENT TO AGREEMENT #AGR2014-29, TRAFFIC SIGNAL MAINTENANCE & COMPENSATION AGREEMENT WITH FDOT**

Documents:

8_AGR2014_29 Amend Traffic Signal Maint and Comp.pdf

9. **AUTHORIZE MAYOR TO SIGN AGREEMENT #AGR2016-56, COMPUTER NETWORK SUPPORT WITH BRATTIX FOR POLICE DEPARTMENT**

Documents:

9_AGR2016_56PDcomputernetworksupport.pdf

10. **AUTHORIZE MAYOR TO SIGN LEASE #LEA2016-03, XEROX FOR PUBLIC SERVICES**

Documents:

10_LEA2016_03 Xerox_PublicServices.pdf

11. CERTIFY THE FOLLOWING NOVEMBER 8, 2016 OFFICIAL ELECTION RESULTS FOR THE REFERENDUM QUESTIONS:

Shall the Charter of Dunnellon be amended to change the day and month of a run-off election from the first Tuesday after the first Monday in December to the third Tuesday in January when a general or special election results in a tie vote, to comply with federal law? Yes: 561 votes - 60.85% No: 361 votes 39.15% Total 922 votes.

Shall the Charter of Dunnellon be amended to eliminate the position of City Manager so that the City department heads are managed by the City Council or their designee(s)? Yes: 543 votes - 57.64% No: 399 votes 42.36% Total 942 votes.

OLD BUSINESS CONSENT AGENDA APPROVAL

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

OLD BUSINESS REGULAR AGENDA

12. FIRST READING ORDINANCE #ORD2016-11, RIO VISTA CAPITAL CHARGE - BILLING RIO VISTA UTILITY CUSTOMERS FOR THEIR PORTION OF THE RIO VISTA WASTE WATER TREATMENT FACILITY DECOMMISSIONING PROJECT

PROPOSED MOTION: I move Ordinance #ORD2016-11 be read by title only.

PROPOSED MOTION: I move Ordinance #ORD2016-11 be approved.

Documents:

12_ORD2016_11 Rio Vista Capital charge.pdf

13. SPECIAL PRESENTATION

NEW BUSINESS

14. OATH OF OFFICE

Walter Green - Seat 1
Larry Winkler - Seat 2
Valerie Hanchar - Seat 4
Rick Hancock - Seat 5

15. APPOINTMENT OF VICE-MAYOR

PROPOSED MOTION: I move _____be appointed as Vice-Mayor until the next election.

16. LIAISON ASSIGNMENTS

Documents:

16_council_liaison_20160411.pdf

17. COUNCIL LIAISON REPORTS AND COMMENTS

18. CITY MANAGER'S REPORT

19. CITY ATTORNEY'S REPORT

20. ADJOURN

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

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

CITY OF DUNNELLON
CITY COUNCIL MEETING

DATE: September 12, 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 5:34 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, September 9, 2016.

Mayor Whitt's comments

There were none.

PUBLIC COMMENTS

Joan Duggins, 19687 SW 88th Loop, addressed her concerns regarding the fire assessment survey/questionnaire the City is proposing to send to the City's residents. She said, "Mr. Duggins and I both feel the City should keep the Police Department and retain Chief Slattery and use volunteer firemen/firewomen."

CONSENT AGENDA

1. City Council Minutes

July 19, 2016 Special Council Meeting
August 3, 2016 Special Council Meeting
August 8, 2016 Special Council Meeting

2. City Council Special Workshop Minutes
   June 29, 2016

3. Authorize Mayor to Sign Amended Settlement Agreement #AGR2016-44 Pending Exchange of All Payments Due and Lease Agreement #LEA2016-02 Received by Florida Fiber Network

4. Appoint William Maguire to the Utility Advisory Board, Filling the Unexpired Term of the City Representative Seat, Term Effective 9/12/2016 thru 8/10/2019

5. Ratify Qualified Candidates Submission to Marion County Supervisor of Elections by Interim City Manager

   - Seat 1 – Walter Green
   - Seat 2 – Larry Winkler
   - Seat 4 – Valerie Porter-Hanchar
   - Seat 5 – Rick Hancock

6. Authorize Staff to Distribute Taxpayer Survey in October After City and Marion County Budgets Are Approved

7. Waive Open Container Ordinance 99.98, Specifically Sec. 6-4 of the City's Code, During the Hours of 3:00 P.M. to 9:00 P.M. on October 22, 2016 for Special Event Application PZ1516-076 Jazz Up Dunnellon Festival, Restricted to Those Areas as Depicted on Event Map and Contingent Upon the Speed Limit Being Reduced on East Pennsylvania Avenue and Placement of Appropriate Signage and Barricades

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

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

REGULAR AGENDA

AGENDA ITEM NO. 8 – NEW POLICE OFFICERS SWEARING IN – POLICE CHIEF MIKE MCQUAIG

Chief McQuaig introduced and swore in newly hired reserve Officer Greg McClellan and Officer Becky Rivera. He also introduced Steve Lucini, volunteer administrative assistant for the Police Department.

AGENDA ITEM NO. 9 – PRESENTATION BY WASTE MANAGEMENT – DOUG MCCOY

Mr. McCoy stated Waste Management has been serving the City for approximately twenty (20) years. He explained he met with Mrs. Bowne and Councilman Dillon last week to evaluate the additional debris from the storm. He said the cost to collect the additional debris was not as high as first estimated, and Waste Management will waive the cost to the City.

Council expressed their gratitude to Mr. McCoy in waiving the cost, and suggested staff address this type of situation in future contracts.

Councilman Winkler asked Mr. McCoy how long Waste Management has been contracted by the City. Mr. McCoy stated the company was contracted in 2005, and since 2010, serviced the City on a month by month basis.

AGENDA ITEM NO. 10 – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG AND FRDAP APPLICATION CYCLE SYNOPSIS – PRESENTATION BY FRED FOX ENTERPRISES

Mrs. Bowne stated Lewis Bryant, Kimley-Horn Associates, is present to assist with questions Council may have regarding specific capital improvement projects.

Mr. Fox provided the following PowerPoint presentation:

CITY OF DUNNELLON
FFY 2016 CDBG GRANT CYCLE
SYNOPSIS

CDBG
COMMUNITY DEVELOPMENT
BLOCK GRANT

Submitted by Fred Fox 9/12/16

City of Dunnellon
Community Development Block Grant (CDBG)
Application Process

Maximum CDBG Grant Amount: $ 650,000.00

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

CDBG Categories:

1. Housing Rehabilitation – Rehab/replacement of owner occupied Low to Moderate Income (LMI) homes.

2. Commercial Revitalization – Streetscape, Building Façade work, etc. to the Downtown Commercial Area. City Wide/Service Area needs to be a minimum of 51% LMI. The City of Carrabelle is 56.30% LMI by Census.

3. Neighborhood Revitalization- Infrastructure items in residential LMI areas. Examples – water line repair/replacement, sewer line repair/replacement, water system improvements, sewer system improvements, paving, drainage, community center, etc. Beneficiaries must be at minimum 51% LMI in each Service Area to meet Application Threshold Requirements

4. Economic Development – Provide infrastructure on City easement/property to a new business or expansion of existing business. Business must create new long term jobs and be included as the developer in the application. Can apply for up to $1,500,000.00 under this category only

Additional Points in Application:

- **Leverage Points:**

  Each $ 1,000.00 of leverage results in 1 extra point in final score of the application. Maximum of 25 points or $ 25,000.00. Local community can exceed $25,000.00 towards projects but will not receive additional points for leverage over the 25 point maximum.

- **Neighborhood Revitalization and Commercial Revitalization Projects Only:**

  Engineer stamped construction plans and specifications submitted with the application by the application deadline will receive an additional 100 points for being shovel ready. All permits must be submitted for prior to application submittal to obtain these points.

- Local Government will not be reimbursed for shovel ready design cost with CDBG funds, even if application is funded.

3

Steps Required in CDBG Application Process

1.) City Commission appoint a Citizens Advisory Task Force (CATF).

2.) Advertise and hold a CATF meeting discuss possible projects.

3.) Advertise and hold a 1st Public Hearing. Obtain public comment and direction by City Commission to move forward on developing an application for a project.

4.) Advertised and hold a Fair Housing Workshop at City Commission Meeting.

5.) Advertised and hold a 2nd Public Hearing, in front of City Commission finalize and submit application

4

Mr. Fox explained the change in the criteria for the Citizens Advisory Task Force (CATF) committee. He stated the committee should consist of five (5) members who are required to be City residents and at least fifty-one percent (51%) of the members to be from low to moderate income households.

Mr. Fox stated the CDBG grant is federal, while the FRDAP grant is a State funded, out-door recreational program. He explained the FRDAP grant application process and said it is easier and simpler than applying for a CDBG grant.

Council and staff engaged is lengthy discussion with Mr. Fox and Mr. Lewis regarding several projects and their eligibility for the grants.

Attorney Hand stated any usage of CRA funds for CDBG grant projects would require to be noted in the City's Comp Plan.

Mr. Bryant explained in the past, he would meet with the City Manager and Mr. Fox to discuss possible projects and the ranking of those projects and then they would be brought back to Council for approval. He said he would like to do this again. Mayor Whitt stated this would be an excellent idea.

Vice-Mayor Green thanked Mr. Lewis and his firm for their assistance to the City.

Council and staff engaged in brief discussion regarding the 180th Avenue Road water main extension project.

AGENDA ITEM NO. 11 – PUBLIC HEARING ORDINANCE #ORD2016-10, AMENDING ELECTION PROCEDURES (ADVERTISED IN THE RIVERLAND NEWS SEPTEMBER 1, 2016 AND ON THE CITY'S WEBSITE ON AUGUST 4, 2016)

Mayor Whitt stated, "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 gaveled down and stated, "It is now 6:38 p.m. and I close the regular meeting and open the public hearing to discuss: Ordinance #ORD2016-10, Amending Election Procedures (Posted on the City's website on August 4, 2016 and in the Riverland News on September 1, 2016)."

Mayor Whitt called for staff comment.

Mrs. Bowne stated changes are necessary to our Election Code to comply with State law. She explained Chapter 26-2 of the Code dictates when new council members will be seated after the election. She said should there be an actual race the Supervisor of Elections will not certify the election results before November 18, 2016 because of the statutory time frame to receive military overseas ballots. Mrs. Bowne said the oath of office cannot be administrated until the results of the election have been certified. She explained Chapter 26-2 requires Council declare the election in August. She said July would allow longer public notice prior to opening of qualifying in August. She stated we have been passing the proclamation in July each year and the Code should reflect the same publication procedure.

Mrs. Bowne also explained additional changes in the Code, Chapter 26-4, to authorize the City Clerk to have the names printed on the ballots of all persons who have qualified. She said Council authorized her to do so for the 2016 Election in order to meet the deadline and subsequently ratified by Council.

Mayor Whitt called for public comments. There were no comments.

Mayor Whitt gaveled down and said, "It is now 6:42 p.m. and I close the public hearing held to discuss Ordinance #ORD2016-10 and reopen the September 12th council meeting."

AGENDA ITEM NO. 12 – FINAL READING ORDINANCE #ORD2016-10, AMENDING ELECTION PROCEDURES

Councilman Dillon moved Ordinance #ORD2016-10 be read by title only. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 5-0. Mrs. Bowne read the following into the record:

"ORDINANCE #ORD2016-10

AN ORDINANCE OF THE CITY OF DUNNELLON, 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. 13 – PUBLIC HEARING – TENTATIVE 2016 MILLAGE RATE, FY2016-2017 BUDGETS (ADVERTISED ON PROPERTY TAX NOTICE)

Mayor Whitt stated, "This is a public hearing on the tentative proposed millage rate and tentative budget for the City of Dunnellon for the 2016-2017 budget year.

The tentative millage rate for the City of Dunnellon is 7.5000, which is 1.94% higher than the rolled back rate of 7.3574.

The tentative budget proposed is $3,267,028.00."

Mayor Whitt gaveled down and said, "It is now 6:44 p.m. and I open the public hearing for staff to first make a presentation and then to anyone wishing to address the City Council on either, the proposed millage rate or 2016-2017 budget."

Mayor Whitt called for staff presentation.

Mrs. Bowne commented and thanked Mrs. Smith for the new format created for presenting the budget.

Mrs. Smith presented the following ***"Budget Message"***:

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

Budget Message

September 12, 2016
Honorable Mayor and City Council

Pursuant to Part 1, Section 20 of the City Charter, the proposed budget for Fiscal Year (FY) 2016-2017 is submitted for review and adoption by the City Council.

The first document is the FY 2016-2017 Proposed Budget Summary. This document provides a line item review of FY 2013-2014 and FY2014-2015 actuals, FY 2015-2016 budget, actuals as of July 31, 2016 and projected year-end 2016. There is also a schedule of reserves reflecting where we are at July 31, where we expect to be September 30, 2016 and anticipated reserves at September 30, 2017. This document is designed to provide the reader the opportunity to make a comparison to previous results and the proposed budget for FY 2016-2017.

The second document, the FY 2016-2017 Detail Line Item Budget, provides the individual items that make up the total dollar amount of each line item. These two documents combined comprise the City's plan for the upcoming fiscal year.

Fiscal Year 2015-2016 Budget Highlights

General Fund

Revenue is projected to come in at $130,864 more than budget. This is primarily due to a $74,000 Technical Assistance grant from The Florida Department of Economic Opportunity to assist the City with the update to the Comprehensive Plan and collection of code enforcement fines in the amount of $28,041.

A new revenue source was implemented this year with the City charging a fee of $75 for each lien search requested by title companies. It is projected approximately $6,000 will be realized at September 30.

Under the leadership of Councilman Chuck Dillon, the City is in the early stages of planning and designing a new park to celebrate its 125th Anniversary celebrated on April 21, 2016. Funding is primarily from donations. $10,758 has been received as of July 31, 2016.

Expenses for FY2015-2016 are projected to be under budget $55,487. This is primarily due to vacancies over the course of the year in the Garage Department, Police Department and Roads and Streets Department.

Utilities

Water Fund

Revenue is projected to come in under budget $17,904. During this fiscal year the City received a $650,000 Community Development Block Grant from the Florida Department of Economic Opportunity to extend a water line to enhance fire protection to the Comfort Suites Hotel. This project was completed this year. However, the grant extends into FY2016-2017 for the hotel to complete compliance requirements associated with the employment of low income personnel. This project enabled the City to acquire 3 new customers just north of the City limit: Kwik Food Mart, The American Legion-Post 58 and Carolina Dentures of Dunnellon.

Expenses are projected to come in under budget $188,494. This is primarily due to the carry forward of installation of electronic read meters to FY 2016-2017. A used crane truck was purchased for use by the water and sewer departments at a cost of $29,349.

Sewer Fund

Revenue is projected to come in over budget $52,505. This is primarily due to the collection of connection fees for the Comfort Suites Hotel.

Expenses are projected to come in over budget $4,961. This is primarily due to the postponement of the collection of Rio Vista property owner's portion of the wastewater plant decommissioning. The City must adopt an ordinance establishing a capital charge to be added to each customer's utility bill. The ordinance will be adopted in FY2016-2017.

Utilities Debt Service

The City made the final payment on the SRF loan that partially funded the City's septic tank removal project. The $5.4M BB&T revenue bond, for the purchase of Rainbow Springs Utility system, was set to mature December 1, 2016 with a balloon payment of $5.54M. Through the guidance and leadership of Councilman Rick Hancock, the City refinanced the bond for 10 years, at a reduced interest rate of 2.54%, with no balloon payment at maturity in 2025.

Utility Advisory Board

The City's system provides water and wastewater service to customers both within and outside of the city's boundaries. The City's Utility Advisory Board gives customers a voice in the decision-making process regarding the utilities as it affects them and provides a forum of communication between the city and its utility customers. A

significant number of customers live outside of the city's boundaries, and affording such customers representation on the Utility Advisory Board recognizes that non-resident customers can provide valuable input to the city.

The City's Utility Advisory Board was formed in FY 2015. The nine member board represents the City's combined service territory of Dunnellon, Chatmire, Rainbow Springs, Rio Vista and Juliette Falls. The members bring varying backgrounds of experience to assist staff and Council. The cooperative effort between board members and staff allows for detail review of revenues, expenses, reserves, general operations and acquisition of capital items in order to operate the system in the most prudent way and in the best interest of our customers. Staff has enjoyed the cooperative working relationship with the board and looks forward to continuing to work together for the good of the system and our customers.

Tax Increment Financing District (CRA)

Revenue is projected to come in under budget $5,253. This is due to the 2015 final certified property value from Marion County. This final value was the result of adjustments made by the Marion County Value Adjustment Board.

Expenses for the year are projected at $34,315. This results from no planned projects leaving a projected surplus of $117,224 going to reserves.

Fiscal Year 2016-2017 Budget Highlights

The millage rate for FY 2016-2017 is 7.5 mills, which is 1.94% greater than the rollback rate of 7.3574 mills. Property values have increased approximately 2% citywide. The City will realize an increase of $24,188 in ad valorem proceeds by maintaining the same millage rate as FY 2015-2016. The proposed millage rate for the Certification of Taxable Value was approved at the July 11, 2016 council meeting.

Budget workshops were held August 2nd, August 10th and August 24th to review the departmental budgets. Two public hearings with regard to the millage rate and the budget will be held on September 12th and September 26th at 5:30 pm.

General Fund

The proposed FY 2016-2017 General Fund Budget is $2,710,561 an increase of 7.7% over FY 2015-2016. The FY 2016-2017 General Fund Operating Budget contains the following percentages of the total budget: Personal Services 50.8%, Operating Expenses 28.8%, Capital Expenses 10.3%, Debt Service 6.5%. It is anticipated that 3.7% of budget will be retained and deposited into various reserves at September 30, 2017. These reserves consist of General Fund Unrestricted $11,724, Police Automation $1,104, 1% Infrastructure Surtax $35,035, Cemetery Perpetual Care Reserve $4,618 and 5th Cent Gas Tax Reserve $48,371.

New revenue sources in the proposed budget are: $4,500 CPR Certification by Fire Rescue personnel, $8,740 rental income from the old library building, advertising on the City's website $5,000 and an increase in the monthly Sanitation Admin Fee from $2.50 to $4.50 for a total admin fee revenue generated of $20,808.

Marion County will implement a 1% Discretionary Sales Surtax effective January 1, 2017. The proceeds the City will receive in FY 2016-2017 are anticipated to be $182,798. These proceeds must be used to fund capital items for the Police, Fire Rescue and Roads and Streets departments.

Staff and City Council are both committed to continue the pursuit of additional revenue opportunities in an effort to enhance the General Fund.

Operating expenses have been held close to FY 2015-2016 with a few major notable items; $12,500 for a fire assessment study, Capital items; Public Services building new roof, new computer servers for City Hall and Police, Three Police vehicles, Three sets of Bunker Gear for Fire Rescue, ADA compliance items for the Fire Rescue building, Cemetery road resurfacing and construction of a sea wall to reduce erosion of the City beach.

The new 125 Anniversary Park is anticipated to be completed this fiscal year funded primarily from donations.

Utilities

Water Fund

The proposed FY 2016-2017 Water Fund budget is $1,977,195 a 1.5% decrease over FY 2015-2016 budget. The Water Fund operating budget consists of the following percentages of the total budget: Personal Service 14.7%, Operating Expenses 15.4%, Capital Expenses 28.7%, Debt Service 26.4%. It is anticipated that at year-end 14.8% will be deposited into Water Fund reserves.

There are no anticipated base or usage rate increases for FY 2016-2017 with revenues projected at approximately the same as prior fiscal year. Likewise, expenses are proposed at the same level as FY 2015-2016. Most notable in the proposed budget are anticipated capital expenditures: a SCADA system for the water plants $40,000, replacement of the remaining manual read meters to electronic read meters $520,000, Water Fund portion of Public Services building new roof $4,000 and shared City mainframe server $2,563.

Sewer Fund

The proposed FY 2016-2017 Sewer Fund budget is $1,794,399 an increase of 9.2% over FY 2015-2016. This is primarily due to capital items funded with bond proceeds. The Sewer Fund operating budget consists of the following percentages of the total budget: Personal Service 19.7%, Operating Expenses 29.5%, Capital Expenses 2.8%,

Debt Service 31.4%. It is anticipated that at year-end 16.6% will be deposited into Sewer Fund reserves.

There are no anticipated base or usage rate increases for FY 2016-2017 with revenues projected to be approximately the same as prior fiscal year. Likewise, expenses are proposed at the same level as FY 2015-2016. Most notable in the proposed budget are anticipated capital expenditures: Valve replacements $35,000, lift station #11 pump $8,900, Sewer Fund portion of the Public Services building new roof $4,000 and shared City mainframe server $2,563.

Tax Increment Financing District (CRA)

The proposed FY 2016-2017 Tax Increment Financing District (TIFD) budget is $556,467 an increase of 254.9% over FY 2015-2016. This is due to the multiple capital projects that are funded from monies that were deposited into reserves from prior fiscal years. The TIFD Fund operating budget consists of the following percentages of the total budget: Personal Service 3.9%, Operating Expenses 6.5%, Capital Expenses 63.5%, Grants & Aid 9.3%, with 16.8% new revenue anticipated going into reserves for future capital projects.

Capital projects funded in the proposed budget are:

- Permanent restrooms at Blue Run Park. This project is being funded by an anticipated Florida Recreational Development Grant through the Florida Communities Trust Program $150,000, Marion County Parks and Recreation Department $120,000 and the City $30,000 for a total project cost of $300,000,
- City Entry Signage - $20,000
- 125 Anniversary Park - $23,400

A new item in the proposed budget is Grants & Aid. The CRA advisory board is in the developmental stage of a program to provide funding for building improvements to property owners.

At the August 10th budget workshop City Council obligated remaining existing TIFD reserves and FY 2016-2017 projected reserves: $200,000 Parking & Meters, $50,000 bike path through the City, $12,087 Park improvements, $10,000 landscaping, $10,000 benches and $10,000 for lighting.

Other Highlights

A comprehensive employee benefits analysis was performed comparing all of the City's life, health and retirement benefits to that of many other cities and counties in our area and of comparable population. Staff found that all cities, except the City of Leesburg, offered a single coverage health plan at no cost to the employee. Our retirement plan proved to be average. Not excessive nor the least beneficial when compared to other plans. However, the city did make the following changes provided as follows:

Council has opted to reduce the City's General Employee retirement plan. The current plan provides a 6% employer contribution and up to 6% match for every 1% the employee contributes. This plan has been reduced to a 5% employer contribution and up to 5% match for every 1% the employee contributes. This has effectively saved the City $17,378. In addition, the step vesting has been amended from 100% vesting at 5 years to 100% vesting at 6 years for employees hired after September 30, 2016. The potential cost savings is realized over time as employees leave prior to vesting.

The City was initially facing the possibility of a 13% increase in health insurance. Single coverage is currently provided at no cost to the employee so there was a major concern the employee would be required to bear some of the cost increase. Through the RFP process the City realized only a 1% increase and continued single coverage at no cost to the employee.

The City has 37 full-time employees, 2 part-time employees and multiple pooled and volunteer Fire Rescue personnel in the proposed budget. The position of City Mechanic has been eliminated. A Utilities Director position is funded in the Water and Sewer Fund budget for the upcoming year. However, it was determined more education is needed in order to fully evaluate our utility system. It is anticipated that a portion of these funds will be used to contract for a system-wide evaluation. Based on the result of the analysis, the City will decide whether or not to hire a Utilities Director, contract for management of the system, contract on an as-needed basis for projects and long-term planning or dispose of the utility in its entirety.

Earlier in FY 2015-2016 Councilman Walter Green brought before City Council the issue of the repayment of $1.4M that was transferred from Water and Sewer reserves to help fund the City's failed communications system. As a result, City Council directed that the General Fund absorb the cost of all administrative services until the $1.4M has been repaid in full. In FY 2016-2017 the General Fund is funding the entire cost of Water and Sewer Administration (City Manager oversight, IT, City Clerk and Finance functions totaling $142,212).

In Closing

Special thanks is given to all City staff who worked very hard to maintain expenditures for the new year at or very near the same level as FY 2015-2016. Sacrifices were made by all without any sacrifice to the level of service provided to our taxpayers, residents and customers.

The Council's cooperation, understanding and support assisted greatly with completing a timely budget and discussing major policy issues. Your insight in working together with staff for solutions is recognized and greatly appreciated.

Respectfully submitted,

Jan Smith
Finance Officer

Councilman Winkler recommended additional language be added to Page 4, Paragraph three and suggested it to read: "Staff and City Council are both committed to continue the pursuit of additional revenue ***and cost savings*** opportunities in an effort to enhance the General Fund."

Council members commented and thanked Mrs. Smith and Mrs. Bowne for the new format and stated it is much easier to understand.

Mrs. Bowne thanked Mrs. Smith, the City's Boards, staff and Council for their contributions, guidance and suggestions during the budget process.

Mayor Whitt called for public comments.

Burt Eno, 9220 SW 193rd Circle, stated the City, staff and Council have taken a "*right turn*" and Mrs. Smith's presentation exhibits transparency.

Pastor Tom Welch, P.O. Box 143, commented on the prayer group praying for the City and the positive changes to Council and the City.

Mayor Whitt gaveled down and stated, "It is now 7:26 p.m. and I close the public hearing held to discuss the proposed millage rate and 2016-2017 budget."

AGENDA ITEM NO. 14 – PROPOSED RESOLUTION #RES2016-21, SETTING TENTATIVE 2016 TAX MILLAGE RATE

Councilman Winkler moved Resolution #RES2016-21 be read into the record. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following into the record:

"RESOLUTION #RES2016-21
CITY OF DUNNELLON
A RESOLUTION TENTATIVELY SETTING THE TAX MILLAGE FOR
THE YEAR 2016

WHEREAS, the City Council for the City of Dunnellon met on September 12th, 2016 at 5:30 p.m. at City Hall, 20750 River Dr., Dunnellon, FL 34431, to consider the tentative amount of the tax millage to be collected on all real and personal property in the City of Dunnellon, Florida for the year 2016; and

WHEREAS, the City Council has determined the tentative millage on all real and personal properties in the City of Dunnellon shall be set at 7.5000 mills which is 1.94% greater than the rolled-back rate of 7.3574 mills.

NOW, THEREFORE, be it resolved by the City Council for the City of Dunnellon, Florida that:

The tax millage on all real and personal properties in the City of Dunnellon for the year 2016 is tentatively set at 7.5000 mills.

DULY ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON THE 12th DAY OF SEPTEMBER 2016."

Councilman Hancock moved Resolution #RES2016-21 setting the tentative 2016 tax millage at 7.5000 mills be approved as read. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 15 – PROPOSED RESOLUTION #RES2016-22 SETTING THE TENTATIVE FY2016-2017 GENERAL FUND BUDGET

Vice-Mayor Green moved Resolution #RES2016-22 be read into the record. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

Mrs. Bowne read the following into the record:

"RESOLUTION #RES2016-22
CITY OF DUNNELLON
A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR
THE FISCAL YEAR 2016-2017

WHEREAS, the City Council for the City of Dunnellon met on September 12th, 2016 at 5:30 p.m. at City Hall, 20750 River Dr., Dunnellon, FL 34431, to consider the adoption of a tentative budget for the fiscal year 2016-2017; and

WHEREAS, the City Council for the City of Dunnellon has determined that the budget will be $3,267,028.00 for the City of Dunnellon.

NOW, THEREFORE, be it resolved by the City Council for the City of Dunnellon, Florida that:

The budget for the City of Dunnellon has been tentatively set for $3,267,028.00

DULY ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON THE 12th DAY OF SEPTEMBER 2016."

Councilman Hancock moved Resolution #RES2016-22 setting the tentative FY2016-2017 General Fund Budget in the amount of $3,267,028.00 be approved as read. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 16 – APPROVAL OF TENTATIVE TAX INCREMENT FINANCING DISTRICT BUDGET

Councilman Dillon moved the tentative FY2016-2017 Tax Increment Financing District budget in the amount of $556,467.00 be approved as presented. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 17 – APPROVAL OF TENTATIVE WATER AND SEWER BUDGETS

Councilman Hancock moved the tentative FY2016-2017 Water Fund Budget in the amount of $1,977,195.00 be approved as presented. Councilman Dillon seconded the motion.

Vice-Mayor Green asked Hugh Lochrane, Chair of the UAB, if he had any questions or concerns regarding the water and sewer budgets. He replied no.

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

Councilman Hancock moved the tentative FY2016-2017 Sewer Fund budget in the amount of $1,794,399.00 be approved as presented. Councilman Dillon seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 18 – RESOLUTION #RES2016-20, ESTABLISHING DUNNELLON FIRE RESCUE CPR TRAINING AND CERTIFICATION FEE

Vice-Mayor Green moved Resolution #RES2016-20 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 into the record:

"RESOLUTION #RES2016-20

> A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA, ESTABLISHING A SET FEE FOR CARDIOPULMONARY RESUSCITATION (CPR) TRAINING AND CERTIFICATION PROVIDED BY DUNNELLON FIRE RESCUE CONSISTENT WITH CURRENT COSTS OF THE CITY WHEN PROVIDING SUCH SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE."

Councilman Dillon moved Resolution #RES2016-20 be approved. Vice-Mayor Green seconded the motion. The vote was taken and all were in favor. The vote was 5-0.

AGENDA ITEM NO. 19 – PROCLAMATION #PRO2016-11 WITHLACOOCHEE RIVER BASIN ECONOMIC DEVELOPMENT COMPACT

Mayor Whitt discussed the series of projects and the partnering with the City's neighboring communities. He presented the following handout:

Withlacoochee River Basin Economic Development Partnership

Supporting Documents as of September 12th, 2016

Letters of Support:

Levy County Visitors Bureau
Citrus County Visitors and Convention Bureau
Dunnellon Chamber of Commerce
Withlacoochee Aquatic Restoration
Gulf Area Chamber of Commerce

Adopted Municipal Resolutions:

Inglis Resolution R9-14
Inglis Resolution R21-15
Inglis Resolution R1-16
Yankeetown Resolution 2014-08
Yankeetown Resolution 2015-03
Dunnellon Resolution 2015-32
Dunnellon Resolution 2016-04

Withlacoochee River Basin Compact Adopters:

Town of Inglis
City of Williston
Levy County Commission
Withlacoochee Aquatic Restoration, Inc.
Gulf Area Chamber of Commerce
Suwannee Basin Partnership
Rainbow River Canoe and Kayak
Inglis / Yankeetown Womens Club

Maps / Graphics:

Heart of Florida Bike Loop Map
Heart of Florida (Genesis)
Coast to Coast Regional Connector (Genesis)
Regional Priority Trail Connectors (Genesis)
Northwest Citrus Recreational Area
Citrus County Barge Canal Boat Ramp
Southwest Levy Recreational Area Conceptual Drawing
Whitewater Park Stat Sheet

(All documents are available at our Dropbox and Google Docs accounts as we add to them.)

Councilman Dillon moved Proclamation #PRO2016-11 be approved. Mayor Whitt seconded the motion.

Mayor Whitt called for discussion.

Vice-Mayor Green stated he is in favor of efforts to help our neighboring communities. He said his concern is committing the citizens of Dunnellon to any kind of an agreement they are not familiar with. He said he has no concerns with extending the hand of friendship to fellow residents to the west.

Council and staff engaged in brief discussion regarding this document.

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

AGENDA ITEM NO. 20 – COUNCIL LIAISON REPORTS AND COMMENTS

Councilman Dillon said he was very grateful for Waste Management and the significant savings and assistance they provided to the City after the storm.

Councilman Hancock provided a report on the Rainbow River Corridor fact-finding committee and discussed the excessive volume of tubers using the Rainbow River. He suggested a workshop be scheduled to discuss approaches and acceptable solutions to the issues.

Council and staff engaged in lengthy discussion regarding fire and police services and the need for better services provided by Marion County to the southwestern portion of the county.

Vice-Mayor Green recommended Council consider waiving the fees for the community picnic at Ernie Mills Park, which is scheduled to take place on the same day as Jazz-Up.

Mrs. Bowne stated the fees are being waived but a “trash deposit” will still be required, which will be refunded if they clean up appropriately.

Vice-Mayor Green stated the Dunnellon High School homecoming game is scheduled Friday, September 16th at 7:30 p.m. and encouraged all to come out and support the team.

Mayor Whitt reported on the TDC meeting regarding the matching funds for Blue Run Park restroom facility.

AGENDA ITEM NO. 21 – CITY MANAGER’S REPORT

Mrs. Bowne provided the following report:

Interim City Manager Report 09/12/2016

City Clerk/City Manager

- **Will be meeting with Duke Energy Wednesday to see if we can agree on how they can partner with the City on the construction of the 125 Anniversary Park.**
- **I am working with Rainbow Springs Fine Art Association to develop a Memorandum of Understanding and outline insurance and liability requirements, etc.**
- **Staff is working with Robert Johnson of Marion County Emergency Management, to acquire free equipment to improve our visual aides for presentation and educational purposes, such as computers, TV screens for simultaneous view by Council and public.**

Finance:

- **Don't forget final public hearing of budget will be 09/26/16**

Community Development:

- **Staff will resume meetings next with Rainbow Square Plaza owner to move forward with new grocer.**

Public Services

- **Duke Energy has removed the trees in the front of Blue Cove.**
- **New light in the city hall parking lot has been installed.**
- **Duke Energy will begin installing the new LED street lights in a few weeks**
- **The design plans for the new crosswalk on 41 Between City Hall and Blue Gator are approximately 60% complete and staff is working with Duke Energy to meet their account setup requirements.**
- **Survey has been completed on the City Beach retaining wall and staff is working with Councilman Dillon on design to be able to apply for permit from the State.**
- **Final design plan has been completed by Kimley-Horn for the repaving of the cemetery road. We will begin the process soon of creating the RFP.**
- **Councilmember Winkler requested some information and possible rates with regard to mosquito control if not total coverage, perhaps coverage of the city's drainage retention areas. Anthony is working on obtaining information and I will be reporting that information to Council.**
- **Public Services is repairing a section of storm drain pipe and complete concrete work around it with reflectors in the area of Vogt Springs Road and Palatka Drive.**

Utilities:

- **I received a resignation from employee Anthony Wood in the utilities dept.**

AGENDA ITEM NO. 22 – CITY ATTORNEY'S REPORT

Attorney Hand stated he continues to look very closely at the river issues and work on several of the projects Mrs. Bowne mentioned in her report.

AGENDA ITEM NO. 23 – ADJOURNMENT

At approximately 8:30 p.m. Councilman Dillon moved the September 12, 2016 City Council meeting be adjourned. Councilman Winkler seconded. All members voted in favor. The motion passed 5-0.

Attest:

_____	_____
Dawn Bowne, MMC	Nathan Whitt, Mayor
City Clerk/Interim City Manager	

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CITY OF DUNNELLON
SPECIAL CITY COUNCIL MEETING

DATE: September 26, 2016
TIME: 6:00 p.m.
PLACE: City Hall
20750 River Dr., Dunnellon, FL 34431

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Whitt called the meeting to order at approximately 6:08 p.m. and led the Council in the Pledge of Allegiance. Mayor Whitt asked if a citizen would volunteer to open with prayer. Valerie Hanchar provided the invocation.

ROLL CALL

The following members answered present at roll call:
Nathan Whitt, Mayor, Seat 1
Larry Winkler, Councilman, Seat 2
Walter Green, Vice-Mayor, Seat 4
Richard Hancock, Councilman, Seat 5

COUNCIL ABSENT

Chuck Dillon, Councilman, Seat 3

STAFF PRESENT

Dawn Bowne, Interim City Manager/City Clerk
Jan Smith, Finance Officer
Troy Slattery, Fire Chief
Lynn Wyland, Staff Assistant

STAFF ABSENT

Mike McQuaig, Police Chief

LEGAL COUNSEL

Absent

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, September 23, 2016.

Mayor Whitt's comments

Mayor Whitt stated he applauds the tremendous effort this Council and staff has put forth during the budget process.

PUBLIC COMMENTS

There were none.

REGULAR AGENDA

AGENDA ITEM NO. 1 – PUBLIC HEARING – FINAL MILLAGE RATE, FY2016-2017 BUDGETS (ADVERTISED IN THE RIVERLAND NEWS ON 9/22/2016)

Mayor Whitt stated, "This is a public hearing on the final millage rate and final budget for the City of Dunnellon for the 2016-2017 budget year. The final millage rate for the City of Dunnellon is 7.5000, which is 1.94% greater than the rolled back rate of 7.3574. The final budget proposed is $3,267,028.00."

Mayor Whitt gaveled down and said, "It is now 6:12 p.m. and I close the regular meeting and open the public hearing for staff to first make a presentation and then to anyone wishing to address the City Council on either, the proposed millage rate or 2016-2017 budget."

Mayor Whitt called upon staff to make a presentation.

Mrs. Smith reviewed the following message:

"Budget Message

September 26, 2016
Honorable Mayor and City Council

Pursuant to Part 1, Section 20 of the City Charter, the proposed budget for Fiscal Year (FY) 2016-2017 is submitted for review and adoption by the City Council.

The first document is the FY 2016-2017 Proposed Budget Summary. This document provides a line item review of FY 2013-2014 and FY2014-2015 actuals, FY 2015-2016 budget, actuals as of July 31, 2016 and projected year-end 2016. There is also a schedule of reserves reflecting where we are at July 31, where we expect to be September 30, 2016 and anticipated reserves at September 30, 2017. This document is designed to provide the reader the opportunity to make a comparison to previous results and the proposed budget for FY 2016-2017.

The second document, the FY 2016-2017 Detail Line Item Budget, provides the individual items that make up the total dollar amount of each line item. These two documents combined comprise the City's plan for the upcoming fiscal year.

Fiscal Year 2015-2016 Budget Highlights
General Fund

Revenue is projected to come in at $130,864 more than budget. This is primarily due to a $74,000 Technical Assistance grant from The Florida Department of Economic Opportunity to assist the City with the update to the Comprehensive Plan and collection of code enforcement fines in the amount of $28,041.

A new revenue source was implemented this year with the City charging a fee of $75 for each lien search requested by title companies. It is projected approximately $6,000 will be realized at September 30.

Under the leadership of Councilman Chuck Dillon, the City is in the early stages of planning and designing a new park to celebrate its 125th Anniversary celebrated on April 21, 2016. Funding is primarily from donations. $10,758 has been received as of July 31, 2016.

Expenses for FY2015-2016 are projected to be under budget $55,487. This is primarily due to vacancies over the course of the year in the Garage Department, Police Department and Roads and Streets Department.

Utilities
Water Fund

Revenue is projected to come in under budget $17,904. During this fiscal year the City received a $650,000 Community Development Block Grant from the Florida Department of Economic Opportunity to extend a water line to enhance fire protection to the Comfort Suites Hotel. This project was completed this year. However, the grant extends into FY2016-2017 for the hotel to complete compliance requirements associated with the employment of low income personnel. This project enabled the City to acquire 3 new customers just north of the City limit: Kwik Food Mart, The American Legion-Post 58 and Carolina Dentures of Dunnellon.

Expenses are projected to come in under budget $188,494. This is primarily due to the carry forward of installation of electronic read meters to FY 2016-2017. A used crane truck was purchased for use by the water and sewer departments at a cost of $29,349.

Sewer Fund

Revenue is projected to come in over budget $52,505. This is primarily due to the collection of connection fees for the Comfort Suites Hotel.

Expenses are projected to come in over budget $4,961. This is primarily due to the postponement of the collection of Rio Vista property owner's portion of the wastewater plant decommissioning. The City must adopt an ordinance establishing a capital charge to be added to each customer's utility bill. The ordinance will be adopted in FY2016-2017.

Utilities Debt Service

The City made the final payment on the SRF loan that partially funded the City's septic tank removal project. The $5.4M BB&T revenue bond, for the purchase of Rainbow Springs Utility system, was set to mature December 1, 2016 with a balloon payment of $5.54M. Through the guidance and leadership of Councilman Rick Hancock, the City refinanced the bond for 10 years, at a reduced interest rate of 2.54%, with no balloon payment at maturity in 2025.

Utility Advisory Board

The City's system provides water and wastewater service to customers both within and outside of the city's boundaries. The City's Utility Advisory Board gives customers a voice in the decision-making process regarding the utilities as it affects them and provides a forum of communication between the city and its utility customers. A significant number of customers live outside of the city's boundaries, and affording such customers representation on the Utility Advisory Board recognizes that non-resident customers can provide valuable input to the city.

The City's Utility Advisory Board was formed in FY 2015. The nine member board represents the City's combined service territory of Dunnellon, Chatmire, Rainbow Springs, Rio Vista and Juliette Falls. The members bring varying backgrounds of experience to assist staff and Council. The cooperative effort between board members and staff allows for detail review of revenues, expenses, reserves, general operations and acquisition of capital items in order to operate the system in the most prudent way and in the best interest of our customers. Staff has enjoyed the cooperative working relationship with the board and looks forward to continuing to work together for the good of the system and our customers.

Tax Increment Financing District (CRA)

Revenue is projected to come in under budget $5,253. This is due to the 2015 final certified property value from Marion County. This final value was the result of adjustments made by the Marion County Value Adjustment Board.

Expenses for the year are projected at $34,315. This results from no planned projects leaving a projected surplus of $117,224 going to reserves.

Fiscal Year 2016-2017 Budget Highlights

The millage rate for FY 2016-2017 is 7.5 mills, which is 1.94% greater than the rollback rate of 7.3574 mills. Property values have increased approximately 2% citywide. The City will realize an increase of $24,188 in ad valorem proceeds by maintaining the same millage rate as FY 2015-2016. The proposed millage rate for the Certification of Taxable Value was approved at the July 11, 2016 council meeting.

Budget workshops were held August 2nd, August 10th and August 24th to review the departmental budgets. Two public hearings with regard to the millage rate and the budget will be held on September 12th and September 26th at 5:30 pm.

General Fund

The proposed FY 2016-2017 General Fund Budget is $2,710,561 an increase of 7.7% over FY 2015-2016. The FY 2016-2017 General Fund Operating Budget contains the following percentages of the total budget: Personal Services 50.8%, Operating Expenses 28.8%, Capital Expenses 10.3%, Debt Service 6.5%. It is anticipated that 3.7% of budget will be retained

and deposited into various reserves at September 30, 2017. These reserves consist *of General* Fund Unrestricted $11,724, Police Automation $1,104, 1% Infrastructure Surtax $35,035, Cemetery Perpetual Care Reserve $4,618 and 5th Cent Gas Tax Reserve $48,371.

New revenue sources in the proposed budget are: $4,500 CPR Certification by Fire Rescue personnel, $8,740 rental income from the old library building, advertising on the City's website $5,000 and an increase in the monthly Sanitation Admin Fee from $2.50 to $4.50 for a total admin fee revenue generated of $20,808.

Marion County will implement a 1% Discretionary Sales Surtax effective January 1, 2017. The proceeds the City will receive in FY 2016-2017 are anticipated to be $182,798. These proceeds must be used to fund capital items for the Police, Fire Rescue and Roads and Streets departments.

Staff and City Council are both committed to continue the pursuit of additional revenue opportunities and cost savings in an effort to enhance the General Fund.

Operating expenses have been held close to FY 2015-2016 with a few major notable items; $12,500 for a fire assessment study, Capital items; Public Services building new roof, new computer servers for City Hall and Police, Three Police vehicles, Three sets of Bunker Gear for Fire Rescue, ADA compliance items for the Fire Rescue building, Cemetery road resurfacing and construction of a sea wall to reduce erosion of the City beach.

The new 125 Anniversary Park is anticipated to be completed this fiscal year funded primarily from donations.

Utilities
Water Fund

The proposed FY 2016-2017 Water Fund budget is $1,977,195 a 1.5% decrease over FY 2015-2016 budget. The Water Fund operating budget consists of the following percentages of the total budget: Personal Service 14.7%, Operating Expenses 15.4%, Capital Expenses 28.7%, Debt Service 26.4%. It is anticipated that at year-end 14.8% will be deposited into Water Fund reserves.

There are no anticipated base or usage rate increases for FY 2016-2017 with revenues projected at approximately the same as prior fiscal year. Likewise, expenses are proposed at the same level as FY 2015-2016. Most notable in the proposed budget are anticipated capital expenditures: a SCADA system for the water plants $40,000, replacement of the remaining manual read meters to electronic read meters $520,000, Water Fund portion of Public Services building new roof $4,000 and shared City mainframe server $2,563.

Sewer Fund

The proposed FY 2016-2017 Sewer Fund budget is $1,794,399 an increase of 9.2% over FY 2015-2016. This is primarily due to capital items funded with bond proceeds. The Sewer

Fund operating budget consists of the following percentages of the total budget: Personal Service 19.7%, Operating Expenses 29.5%, Capital Expenses 2.8%, Debt Service 31.4%. It is anticipated that at year-end 16.6% will be deposited into Sewer Fund reserves.

There are no anticipated base or usage rate increases for FY 2016-2017 with revenues projected to be approximately the same as prior fiscal year. Likewise, expenses are proposed at the same level as FY 2015-2016. Most notable in the proposed budget are anticipated capital expenditures: Valve replacements $35,000, lift station #11 pump $8,900, Sewer Fund portion of the Public Services building new roof $4,000 and shared City mainframe server $2,563.

Tax Increment Financing District (CRA)

The proposed FY 2016-2017 Tax Increment Financing District (TIFD) budget is $556,467 an increase of 254.9% over FY 2015-2016. This is due to the multiple capital projects that are funded from monies that were deposited into reserves from prior fiscal years. The TIFD Fund operating budget consists of the following percentages of the total budget: Personal Service 3.9%, Operating Expenses 6.5%, Capital Expenses 63.5%, Grants & Aid 9.3%, with 16.8% new revenue anticipated going into reserves for future capital projects.

Capital projects funded in the proposed budget are:

- Permanent restrooms at Blue Run Park. This project is being funded by an anticipated Florida Recreational Development Grant through the Florida Communities Trust Program $150,000, Marion County Parks and Recreation Department $120,000 and the City $30,000 for a total project cost of $300,000,
- City Entry Signage - $20,000
- 125 Anniversary Park - $23,400

A new item in the proposed budget is Grants & Aid. The CRA advisory board is in the developmental stage of a program to provide funding for building improvements to property owners.

At the August 10th budget workshop City Council obligated remaining existing TIFD reserves and FY 2016-2017 projected reserves: $200,000 Parking & Meters, $50,000 bike path through the City, $12,087 Park improvements, $10,000 landscaping, $10,000 benches and $10,000 for lighting.

Other Highlights

A comprehensive employee benefits analysis was performed comparing all of the City's life, health and retirement benefits to that of many other cities and counties in our area and of comparable population. Staff found that all cities, except the City of Leesburg, offered a single coverage health plan at no cost to the employee. Our retirement plan proved to be average. Not excessive nor the least beneficial when compared to other plans. However, the city did make the following changes provided as follows:

Council has opted to reduce the City's General Employee retirement plan. The current plan provides a 6% employer contribution and up to 6% match for every 1% the employee contributes. This plan has been reduced to a 5% employer contribution and up to 5% match for every 1% the employee contributes. This has effectively saved the City $17,378. In addition, the step vesting has been amended from 100% vesting at 5 years to 100% vesting at 6 years for employees hired after September 30, 2016. The potential cost savings is realized over time as employees leave prior to vesting.

The City was initially facing the possibility of a 13% increase in health insurance. Single coverage is currently provided at no cost to the employee so there was a major concern the employee would be required to bear some of the cost increase. Through the RFP process the City realized only a 1% increase and continued single coverage at no cost to the employee.

The City has 37 full-time employees, 2 part-time employees and multiple pooled and volunteer Fire Rescue personnel in the proposed budget. The position of City Mechanic has been eliminated. A Utilities Director position is funded in the Water and Sewer Fund budget for the upcoming year. However, it was determined more education is needed in order to fully evaluate our utility system. It is anticipated that a portion of these funds will be used to contract for a system-wide evaluation. Based on the result of the analysis, the City will decide whether or not to hire a Utilities Director, contract for management of the system, contract on an as-needed basis for projects and long-term planning or dispose of the utility in its entirety.

Earlier in FY 2015-2016 Councilman Walter Green brought before City Council the issue of the repayment of $1.4M that was transferred from Water and Sewer reserves to help fund the City's failed communications system. As a result, City Council directed that the General Fund absorb the cost of all administrative services until the $1.4M has been repaid in full. In FY 2016-2017 the General Fund is funding the entire cost of Water and Sewer Administration (City Manager oversight, IT, City Clerk and Finance functions totaling $142,212).

In Closing

Special thanks is given to all City staff who worked very hard to maintain expenditures for the new year at or very near the same level as FY 2015-2016. Sacrifices were made by all without any sacrifice to the level of service provided to our taxpayers, residents and customers.

The Council's cooperation, understanding and support assisted greatly with completing a timely budget and discussing major policy issues. Your insight in working together with staff for solutions is recognized and greatly appreciated.

Respectfully submitted,

Jan Smith
Finance Officer"

Mrs. Bowne noted the "Budget Message" was updated due to Fred Fox's presentation regarding grants from CDBG and FRDAP. She said Mr. Fox provided some options to obtain grants and bring revenues into the City. She explained the City budgeted funds for improvements at the City Beach and can also apply for a matching FRDAP grant for additional improvements.

Mrs. Bowne stated Council has expressed interest in selling the City owned property located at 12008 Delaware Street. She explained the first step was to present proposed resolution #RES2016-26 to the CRA Advisory Board. She said the advisory board recommended the CRA Board declare the property as surplus property. She stated the next step will be adopting the Resolution by Council.

Mayor Whitt called on members of the public wishing to address the City Council on either the proposed millage rate or budget.

Connie Bryant, 18507 SW 31st Street, asked why the original seawall at the City Beach was removed.

Mrs. Bowne explained the beach was reconstructed to meet requirements for handicap accessibility.

Council and staff engaged in brief discussion regarding the proposed comprehensive utility analysis.

Mayor Whitt gaveled down and stated, "It is now 6:52 p.m. and I close the public hearing held to discuss the proposed millage rate and 2016-2017 budget and reopen the regular council meeting."

AGENDA ITEM NO. 2 – PROPOSED RESOLUTION #RES2016-23, SETTING FINAL 2016 TAX MILLAGE RATE

Councilman Hancock moved Resolution #RES2016-23 be read into the record. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

Mrs. Bowne read the following into the record:

"RESOLUTION #RES2016-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE CITY OF DUNNELLON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017.

WHEREAS, the City Council for the City of Dunnellon met on September 12, 2016 at 5:30 p.m. at City Hall, 20750 River Drive, Dunnellon, Florida, 34431, to consider the tentative

amount of the tax millage to be collected on all real and personal property in the City of Dunnellon, Florida for the year 2016 in the amount of 7.5000 mills; and

WHEREAS, the City Council of the City of Dunnellon, Florida does hereby adopt its final millage rate of 7.5000 mills to be levied for the General Fund upon all real and tangible personal property located within the boundaries of the above named taxing authority; and

WHEREAS, the final levy of 7.5000 mills is 1.94% greater than the rolled-back rate of 7.3574 mills; and

WHEREAS, the final millage rate of 7.5000 is for the calendar year 2016 to fund the expenses for the fiscal year commencing October 1, 2016 and ending September 30, 2017.

DULY ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING HELD ON THE 26th DAY OF SEPTEMBER, 2016."

Councilman Winkler moved Resolution #RES2016-23 setting the final 2016 tax millage at 7.5000 mills be approved as read. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 3 – PROPOSED RESOLUTION #RES2016-24 SETTING THE FINAL FY2016-2017 GENERAL FUND BUDGET

Vice-Mayor Green moved Resolution #RES2016-24 be read into the record. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

Mrs. Bowne read the following into the record:

"RESOLUTION #RES2016-24

A RESOLUTION ADOPTING THE BUDGET FOR THE CITY OF DUNNELLON FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA THAT:

The proposed expenditures in the final budget are $3,267,028.00. The budget is based upon taxable value of real property of $131,125,855.00, personal property of $13,416,056.00, centrally assessed property of $195,383.00 and anticipated non ad valorem revenues of $768,929.00.

The final budget is approved and shall become effective at the beginning of the 2016-2017 fiscal year, and the taxing authority funds may be expended commencing on October 1, 2016 and ending on September 30, 2017.

Funds of the 2016-2017 final budget not expended during the fiscal year 2016-2017 may be used and expended during subsequent fiscal year(s).

DULY ADOPTED BY THE CITY COUNCIL AT THE REGULAR MEETING HELD ON THE 26th DAY OF SEPTEMBER 2016."

Councilman Hancock moved Resolution #RES2016-24 setting the final FY2016-2017 General Fund Budget in the amount of $3,267,028.00 be approved as read. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 4 – APPROVAL OF FINAL TAX INCREMENT FINANCING DISTRICT BUDGET

Councilman Winkler moved the final FY2016-2017 Tax Increment Financing District budget in the amount of $556,467.00 be approved as presented. Vice-Mayor Green seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 5 – APPROVAL OF FINAL WATER AND SEWER BUDGETS

Councilman Winkler moved the final FY2016-2017 Water Fund Budget in the amount of $1,977,195.00 be approved as presented. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

Councilman Winkler moved the final FY2016-2017 Sewer Fund Budget in the amount of $1,794,399.00 be approved as presented. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 6 – PROPOSED RESOLUTION #RES2016-25, WATER AND SEWER RATES

Councilman Winkler moved Resolution #RES2016-25 be read by title only. Vice-Mayor Green seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

Mrs. Bowne read the following into the record:

"RESOLUTION #RES2016-25

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA PROVIDING THAT THE WATER AVAILABILITY CHARGE, WATER USAGE RATES, THE SEWER AVAILABILITY CHARGE, AND THE SEWER USAGE RATES FOR THE FISCAL YEAR 2016-17 SHALL REMAIN THE SAME AS THOSE CHARGES AND RATES FOR FISCAL YEAR 2015-2016 ESTABLISHED BY RESOLUTION 2014-37 AND THEREFORE SUCH CHARGES AND RATES SHALL REMAIN UNCHANGED; PROVIDING FOR CONFLICTS, SEVERABILITY AND PROVIDING AN EFFECTIVE DATE."

Councilman Hancock moved Resolution #RES2016-25 be approved. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 7 – RESOLUTION #RES2016-18, AMENDING THE GENERAL EMPLOYEE RETIREMENT PLAN

Councilman Winkler moved Resolution #RES2016-18 be read by title only. Vice-Mayor Green seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

Mrs. Bowne read the following into the record:

"RESOLUTION #RES2016-18

A RESOLUTION OF THE CITY OF DUNNELLON, FLORIDA; AMENDING THE DEFINED CONTRIBUTION RETIREMENT PLAN FOR THE GENERAL EMPLOYEES OF DUNNELLON, FLORIDA; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE."

Vice-Mayor Green moved Resolution #RES2016-18 be approved. Councilman Winkler seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

AGENDA ITEM NO. 8 – RESOLUTION #RES2016-19, INCREASE SANITATION ADMINISTRATION FEE

Councilman Winkler moved Resolution #RES2016-19 be read by title only. Councilman Hancock seconded the motion. The vote was taken and all were in favor. The vote was 4-0.

Mrs. Bowne read the following into the record:

"RESOLUTION #RES2016-19

RESOLUTION OF THE CITY OF DUNNELLON AMENDING RESOLUTION 97-19 REVISING THE MONTHLY SOLID WASTE ADMINISTRATION FEE; PROVIDING FOR CONFLICTS, SEVERABILITY AND, PROVIDING AN EFFECTIVE DATE."

Vice-Mayor Green moved Resolution #RES2016-19 be approved. Councilman Hancock seconded the motion.

Mrs. Bowne stated there has been no increase to administration fees since 1997 when first imposed. She said the proposed increase is consistent with the management cost.
The vote was taken and all were in favor. The vote was 4-0.

Mayor Whitt asked for Public Comments.

Connie Bryant, 18507 SW 31st Street, discussed the hazards of the proposed Sabal Trail.

Janet Barrow, P.O. Box 370, Dunnellon provided a handout and information on the proposed pipeline.

Council and staff engaged in lengthy discussion regarding the Sabal Trail Pipeline.

AGENDA ITEM NO. 9 – ADJOURNMENT

At approximately 7:40 p.m. Vice-Mayor Green moved the September 26, 2016 Special City Council meeting be adjourned. Councilman Hancock seconded. All members voted in favor. The motion passed 4-0.

Attest:

_____	_____
Dawn Bowne, MMC	Nathan Whitt, Mayor
City Clerk/Interim City Manager	

P:\minutes special council meeting\20160926doc

PROCLAMATION #PRO2016-13

Declaring November 17th as "World Pancreatic Cancer Day" in the City of Dunnellon

WHEREAS, in 2016, an estimated 53,070 people in the United States will be diagnosed with pancreatic cancer, one of the deadliest cancers, and 41,780 will die from the disease; and

WHEREAS, pancreatic cancer surpassed breast cancer this year to become the third leading cause of cancer death in the United States, and it is projected to become the second leading cause by 2020; and

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just eight percent; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally late stage, and 71 percent of pancreatic cancer patients die within the first year of their diagnosis; and

WHEREAS, approximately 3,080 deaths will occur in Florida in 2016; and

WHEREAS, pancreatic cancer is the seventh most common cause of cancer-related death in men and women across the world; and

WHEREAS, there will be an estimated 418,451 new pancreatic cancer cases diagnosed worldwide in 2020; and

WHEREAS, the good health and well-being of the residents of Dunnellon are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes and effective treatments.

THEREFORE BE IT RESOLVED, that the Mayor and City Council designate November 17, 2016 as "World Pancreatic Cancer Day" in the City of Dunnellon.

PASSED and PROCLAIMED this 14th day of November 2016.

DUNNELLON CITY COUNCIL

_____
NATHAN WHITT, Mayor

_____
WALTER GREEN, Vice-Mayor

_____
CHARLES DILLON III, Councilman

_____
RICK HANCOCK, Councilman

_____
LARRY WINKLER, Councilman

ATTEST:

_____
DAWN M. BOWNE, MMC
City Clerk

AMENDMENT #1 TO MEMORANDUM OF AGREEMENT #AGR2016-47

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT #AGR2016-47 made and entered into this 8 day of November, 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.

WHEREAS, the City and RSFAA entered into MEMORANDUM OF AGREEMENT #AGR2016-47 on October 18, 2016, to permit RSFAA to utilize portions of the City-owned building located at 20804 West Pennsylvania Avenue, Dunnellon, Florida 344231; and

WHEREAS, City and RSFAA hereby wish to amend MEMORANDUM OF AGREEMENT #AGR2016-47 in accordance with this writing.

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

1. PARAGRAPH 7 of MEMORANDUM OF AGREEMENT #AGR2016-47 is hereby amended to read as follows:

7. MAINTENANCE & REPAIRS.

a) RSFAA shall be responsible for maintaining the interior ceiling, walls, floor, and fixtures of the Property. RSFAA shall maintain same in compliance with the City's Code.

b) City will maintain the exterior of the building on which the Property is located and all other improvements of the Property for which RSFAA is not responsible for maintaining, including, but not limited to: pipes, doors, and windows in compliance with the City's Code.

c) City will maintain the Property's lawn (including all landscaping, trees, and shrubs), parking areas, and all other exterior portions of the Property. RSFAA may make minor improvements to the Property's landscaping if granted prior permission by City at City's sole discretion.

d) RSFAA will notify City of any necessary repairs to the Property. Repairs will be performed by City, if City, in its sole discretion, determines such repairs are

necessary. Repairs are recoupable by City from RSFAA if City determines RSFAA is at fault for damage necessitating the repairs.

2. In all other respects the terms and conditions of MEMORANDUM OF AGREEMENT #AGR2016-47 shall remain the same.

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

City:

CITY OF DUNNELLON, FLORIDA

_____

NATHAN WHITT, MAYOR

Date signed: _____

ATTEST:

_____

DAWN M. BOWNE, MMC, CITY CLERK

Approved as to form and legal sufficiency:

_____

Andrew J. Hand, City Attorney

Witnesses:

_____

Print name: Jack Stevens

_____

Print name: Patricia L. Baillargeon

RSFAA: FRIENDS OF DUNNELLON CHRISTMAS PARADE, INC.

_____

MATHEW BAILLARGEON, DIRECTOR

Date signed: 11-8-2016

CITY OF DUNNELLON

20750 RIVER DRIVE
DUNNELLON, FL 34431
(352) 465-8500
FAX (352) 465-8505

November 14, 2016

Mr. Ed Gonzales, Project Director
Sabal Trail Transmission, LLC
400 Colonial Center Parkway, Suite 300
Lake Mary, FL 32746

Mr. Gonzales,

I am writing this letter on behalf of the Dunnellon City Council. The Council is very concerned about the Sabal Trail natural gas transmission pipeline passing through 2.6 miles of the eastern part of the city. Dunnellon has an economy that is highly dependent on tourism and recreation generated from the Rainbow River which is a first magnitude springs. The pipeline passes within 1.2 miles of the river and goes through the Rainbow Springs recharge area which feeds the Rainbow River. The pipeline route also passes within ¾ miles of Dunnellon High School and Dunnellon Elementary School.

I am asking you as the project director that you ensure the following:

1. Your employees use due diligence in placing the pipeline through the recharge area and the 2.6 miles of the Dunnellon city limits.

2. The rights of all Citizens are protected.

3. Adequate security measures are taken before, during and after the pipeline is constructed.

4. The pipeline is constructed with the least amount of damage to pasture land, cultivated lands, surface drains and open ditches.

5. All rule and regulations set forth by the Federal Energy Regulatory Commission are adhered to.

I am sending a copy of this letter of concern to Mr. John Peconom, Project Manager for the Federal Regulatory Commission to make him aware of our concerns and also that the area in and around Dunnellon is highly sensitive to potential environmental disturbances.

Sincerely,

Walter Green
Mayor

cc: Marion County Board of County Commissioners
Marion County Sheriff Dept.
Marion County Fire Dept.
Janet Barrow

Meeting Date: November 9, 2016

From (Dept): Finance

Signature: _____
Department Director

Approved for Agenda: _____
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT: Rental of vacant City owned property in Rio Vista

Request For Approval: Lease Agreement LEA#2016-04 between the City of Dunnellon and Rio Vista HOA for the use of vacant property for overflow parking

SUMMARY EXPLANATION & BACKGROUND: The City purchased Rio Vista Utilities in 2011 to decommission their wastewater treatment facility and tie current sewer users into the City's system. Page 6, Paragraph 12 of the purchase agreement states "…the City will enter into a land lease arrangement with the HOA to provide for over-flow parking and storage related to the use and enjoyment of the HOA Park for rent in the amount of $1.00 per year."

Richard Grabbe has reviewed the arrangement and determined that at this time there are no plans for improvements to this parcel and therefore it can be used for over-flow parking.

FISCAL INFORMATION: Annual Rent $1.00 plus applicable sales tax

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Mayor to execute lease agreement #LEA2016-04

Initiated by: JS

PARKING LEASE

THIS PARKING LEASE (the "Lease") is made and entered into on this 14th day of November, 2016, by and between the City of Dunnellon ("Landlord" or "City"), whose address is 20750 River Drive, Dunnellon, Florida 34431, and the Civic Association of Rio Vista, Inc. ("HOA"), a Florida not-for-profit corporation, whose principal address is 3530 Southwest 183rd Terrace, Dunnellon, Florida 34432.

WHEREAS, City is owner of the property of the area depicted in Exhibit "A" (the "Parking Area") attached hereto; and

WHEREAS, HOA desires to utilize the Area depicted in Exhibit "A" for parking and storage of licensed and tagged motor vehicles and trailers only pursuant to that Utility Purchase Agreement dated August 22, 2011, which is attached hereto as Exhibit "B"; and

WHEREAS, in accordance with the Utility Purchase Agreement referenced above, the City has determined to lease the lands identified in Exhibit "A" to HOA for parking and storage of licensed and tagged motor vehicles and trailers per the terms contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals and Exhibits. The foregoing recitals and all exhibits attached hereto are hereby incorporated into this Lease by this reference.

2. Term. City hereby leases to the HOA the Parking Area on a year to year basis commencing on January 1, 2017. The City or HOA may terminate this lease at any time by providing the other party with written notice at least thirty (30) business days prior to the termination.

3. Rent. In consideration for use of the Parking Area, HOA agrees to pay City yearly rent in the amount of One and No/100 Dollars ($1.00) (the "Rent") plus any applicable sales tax. The Rent shall be due on the first day of each year. Payment of the Rent shall be made to City at the address listed above or at such other place as City may designate.

4. Use of Property. The Parking Area shall be used for parking of licensed and tagged motor vehicles and trailers only. During the term of this Lease, HOA members shall be entitled to park their licensed and tagged motor vehicles and trailers on the Parking Area. Neither the HOA, HOA members or any other person or entity shall be entitled to park recreational vehicles, watercraft, and/or construction equipment on the Parking Area without City's prior written consent, construct any structure or modify the Parking Area in any way, or use the Parking Area for storage or any other purpose other than expressly authorized herein. It shall be the HOA's responsibility to ensure that vehicles and trailers parked on the Parking Area are parked in a safe manner that does not endanger City property and in compliance with the terms and conditions of this Lease. HOA shall be responsible for posting notices on the Parking Area which comply with the requirements of section 715.07(5), Florida Statutes and which state that the Parking Area is for

authorized parking only and all unauthorized vehicles will be towed at the expense of the vehicle's owner (the "Towing Notices"). In the event City becomes aware of any unauthorized vehicles parked on the Parking Area, City hereby reserves the right to have the unauthorized vehicles removed from the Parking Area. The City shall retain the right to access the Parking Area at all times this Lease is in effect. Further, the City may direct the HOA and/or HOA member(s) to move any vehicle or trailer parked within the Parking Area in order for the City to perform any work deemed necessary by the City, to protect City property, and/or for purposes related to safety. Whereupon receiving such direction from the City to move a parked vehicle, the HOA and/or HOA member(s) receiving direction shall comply immediately and move such vehicle as so directed.

5. Alterations. HOA shall make no alterations or modifications to the Parking Area without the prior written consent of the City.

6. Insurance. HOA shall at all times and at its sole expense maintain general liability insurance policies on the Parking Area with limits of at least $2,000,000.00 (Two 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 HOA, provided that any increase shall be reasonable and consistent with prevailing market coverage limits for similarly situated properties and activities. Said policies shall carry both the names of the City and HOA as named insured. HOA shall provide the City with a certificate evidencing the public liability and insurance coverage at the time this Agreement is entered into and shall provide such certificate annually thereafter or upon the renewal dates of said policies. HOA shall keep all receipts showing payment of premiums were made on or before each premium due date. All policies required to be obtained by HOA shall contain a provision that the company writing said policy will provide the City thirty (30) days notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All policies shall be written as primary policies, not contributing with and not in excess of any coverage which the City may carry.

7. Indemnity. HOA agrees to, and shall at all times, indemnify, defend and hold the City harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which the City may suffer, sustain, incur, or in any way be subjected to, on account of death of or injury to any person whomsoever and damage to or loss of or destruction of any property whatsoever, arising from, or in any way connected with, upon, or at the Parking, or the occupancy or use by HOA of the Parking Area or any part of the property upon which the Parking Area is located, or occasioned wholly or in part by any act or omission of HOA, its members, employees, customers, or other parties not under the direct supervision of the City. In case the City shall be made a party to any claim or litigation for death or injury to person or damage to or loss of property commenced by HOA or anyone else against the City arising out of HOA's use or occupancy, then HOA shall defend, indemnify, and hold the City harmless and shall pay all costs, expenses and reasonable attorneys' fees of the City's attorneys incurred or paid by the City in connection with such claim or litigation within thirty (30) days of receipt of any invoice pertaining thereto. Notwithstanding the foregoing, in no event shall HOA be required to indemnify, defend or hold the City harmless from any liability, loss, claim, suit, damage, charge or expense that is proximately caused by the intentional or negligent act or omission of the City.

8. This indemnification obligation shall survive the termination or expiration of the

Lease.

9. Liens. HOA shall keep the Parking Area free from all liens and encumbrances except property taxes. HOA shall indemnify and hold City harmless from and against all liens, claims of lien, or other encumbrances sought to be enforced against the Parking Area, of any kind or nature whatsoever including statutory, mechanic liens and attorney's fees, incurred or arising out of the use of the Parking Area pursuant to this Lease.

10. Default. The prompt payment of all amounts due hereunder and the faithful observance of the terms and conditions of this Lease are material conditions of this Lease, and any failure on the part of the HOA to comply with the terms of this Lease shall, constitute a default hereunder. In the event that City determines, in its sole and absolute discretion, that the HOA has failed to comply with any term or condition of this Lease, City shall be entitled to immediately terminate this Lease by providing written notice to HOA of the termination, whereupon, the parties shall have no further rights or obligations hereunder. Notwithstanding the foregoing, the indemnity provisions set forth in Paragraphs 7 and 8 above shall survive the termination of this Lease.

11. Successors and Assigns. HOA agrees that its rights and obligations under the Lease may not be assigned to any other party without City's prior written consent. This Lease shall be binding upon and inure to the benefit of the parties and their successors and assigns.

12. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties that the remainder of this Lease shall not be affected by any such provision.

13. Time of the Essence. Time is of the essence of this Lease in the performance of its terms and conditions.

14. Attorneys' Fees. Should it become necessary for either party to employ an attorney to enforce the terms of the Lease or License, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

15. Entire Agreement. This Lease contains the entire agreement and understanding between City and HOA with regard to the matters set forth herein, and other prior or contemporaneous agreements and understandings, whether oral or written, express or implied, are hereby superseded and of no further force or effect. No amendments to this Lease shall be effective unless in writing and signed by the parties to this Lease.

16. Notices. All notices required to be provided hereunder may be delivered to the parties at their addresses above by (i) certified mail, return receipt requested; (ii) nationally recognized overnight courier; or (iii) hand delivery. Notices mailed to the parties shall be deemed given on the second day following deposit of the notice in the mail. Notices delivered by overnight courier or hand delivery shall be deemed given upon delivery.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Parking Lease as of the date first written above.

Landlord:
City of Dunnellon, Florida

_____
NATHAN WHITT, MAYOR
Date signed: _____

ATTEST:

_____
DAWN M. BOWNE, MMC,
INTERIM CITY MANAGER

Approved as to form and legal sufficiency:

_____
Andrew J. Hand, City Attorney

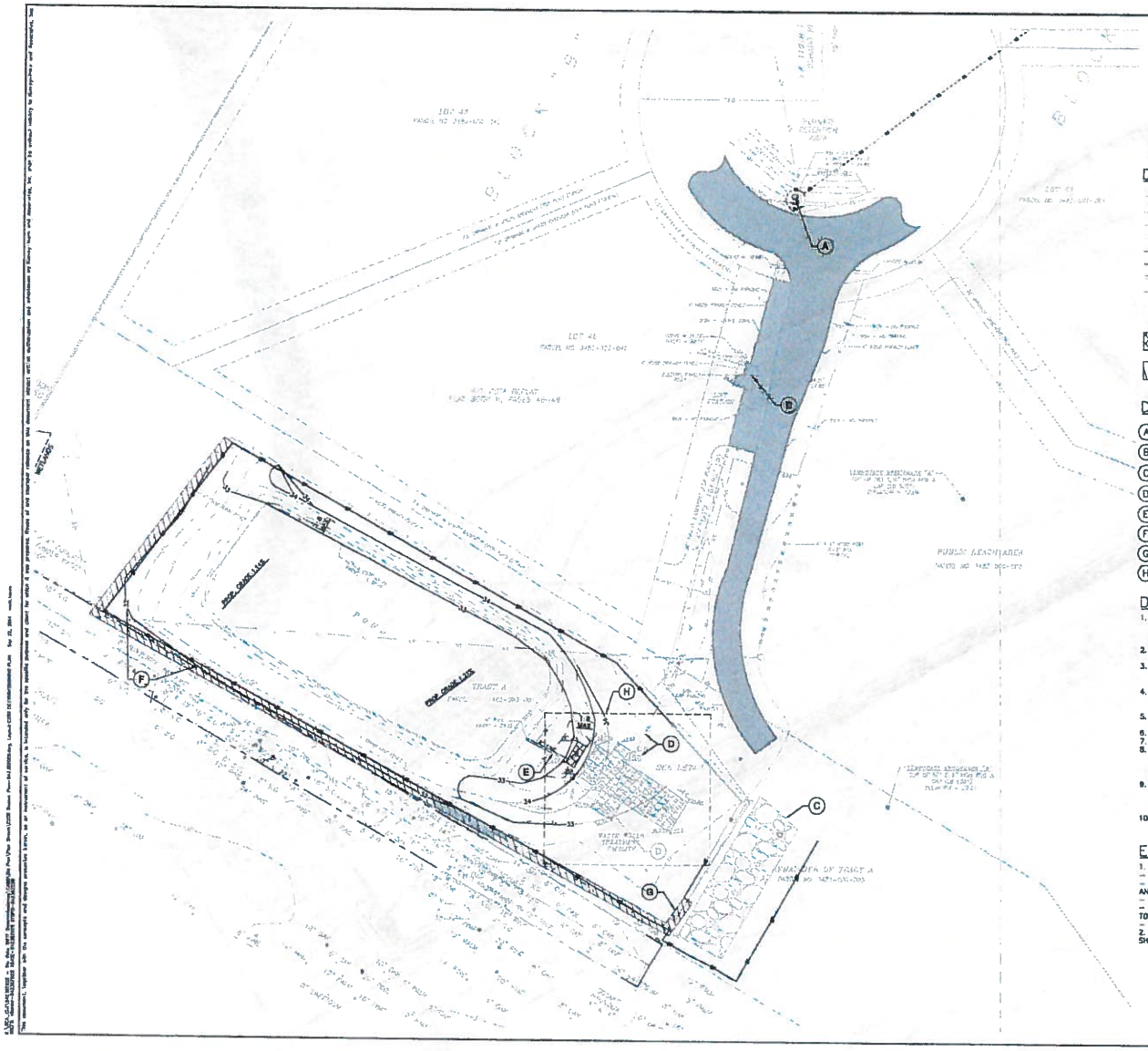
Witnesses:

_____
Print name: _____

_____
Print name: _____

Tenant:
Civic Association of Rio Vista, Inc.

_____
JOSEPHINE WISE, PRESIDENT
Date signed: _____



DECOMMISSIOING PLAN LEGEND

- RIGHT OF WAY LINE
- EASEMENT LINE
- PROPERTY LOT LINE
- EXISTING ELEVATION CONTOUR
- PROPOSED ELEVATION CONTOUR
- PROPOSED DOUBLE ROW SILT FENCE
- EXISTING SANITARY PIPE
- EXISTING OVERHEAD ELECTRIC WIRE
- EXISTING FENCE LINE
- EXISTING OVERHEAD ELECTRIC POWER POLE
- EXISTING TREATMENT FACILITY TO BE REMOVED. SEE SEQUENCE NOTE#8
- DEMOLISH EXISTING CHAIN-LINK FENCING

DECOMMISSIONING LEGEND

(A) EXISTING MANHOLE TO REMAIN

(B) REHABILITATE EXISTING LIFT STATION-4. SEE SHEET C213 - LIFT STATION - 4 DETAILS FOR SPECIFICATION ON REHABILITATION

(C) CONSTRUCTION ENTRANCE. SHEET DETAIL SHEET C300 - DETAILS. DETAIL 1.

(D) EXISTING ELECTRICAL EQUIPMENT. SEE SEQUENCE NOTE#4

(E) EXISTING EXPOSED PIPING. SEE SEQUENCE NOTE#5

(F) PROPOSED GRADE SHALL MATCH EXISTING GRADE AT CONTOUR EL. 32.0'

(G) REMOVE GATE AND USE AS PRIMARY ENTRANCE TO CONSTRUCTION AREA

(H) SEE C201 - FACILITY PLAN FOR DETAILS OF EXISTING WASTEWATER TREATMENT FACILITY

DECOMMISSIONING SEQUENCE

1. CONTRACTOR SHALL NOT COMMENCE DECOMMISSIONING OF WASTEWATER TREATMENT FACILITY UNTIL PROPOSED LIFT STATION-4 AND FORCEMAIN HAVE BEEN CONSTRUCTED, CONNECTED TO THE RAINBOW SPRINGS WASTEWATER TREATMENT PLANT, AND ARE ACTIVELY OPERATING.
2. SET UP EROSION CONTROL AND POLLUTION PREVENTION MEASURES. DOUBLE ROW SILT FENCE AND CONSTRUCTION ENTRANCE.
3. PUMP ANY REMAINING STORED WATER EFFLUENT OR POLLUTANT IN TREATMENT FACILITY TANKS AND SEEPAGE POND TO THE PROPOSED MASTER LIFT STATION (LIFT STATION-4).
4. CLEAN, RESTORE, AND SHUT DOWN EXISTING ELECTRICAL EQUIPMENT. CONTRACTOR SHALL REMOVE ALL ELECTRICAL EQUIPMENT, POWER SERVICE POLE AND POWER LINE. COORDINATE WITH CITY OF DUNNELLON.
5. CUT AND REMOVE ALL EXISTING EXPOSED PIPING FROM WASTEWATER TREATMENT PLANT TO SEEPAGE POND.
6. SANITIZE EXISTING TREATMENT FACILITY AND REMOVE OFFSITE.
7. BEGIN GRADING THE SITE AND OTHER CONSTRUCTION ACTIVITIES.
8. ALLOW SEEPAGE POND BOTTOM TO DRY OUT. OVER EXCAVATE POND BOTTOM 4" TO REMOVE APPARENT SLUDGE DEPOSITS. SLUDGE DEPOSIT MATERIAL SHALL BE HAULED OFF-SITE TO CLASS I LANDFILL. INFILL EXISTING WASTEWATER EFFLUENT SEEPAGE POND.
9. FILL MATERIAL IS TO BE PLACED IN LIFTS OF 12" OR GREATER, COMPACTING THE TOP 8 INCHES OF SUCH LAYER TO THE DENSITY AS SPECIFIED. OBTAIN A MINIMUM QUALITY CONTROL (QC) DENSITY OF 100% OF THE STANDARD PROCTOR MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99, METHOD C.
10. COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.

EROSION CONTROL NOTES

1. ESTABLISH AND DESIGNATE AREAS ON THIS PLAN FOR:
   - EQUIPMENT WASHOFF (I.E. CONCRETE CHUTE WASH OFF).
   - WASTE RECEPTACLES AT LOCATIONS AND ARRANGE FOR REGULAR COLLECTION AND REMOVAL.
   - EQUIPMENT MAINTENANCE AND REPAIR.
   - PROTECTED STORAGE AREA FOR CHEMICALS, PAINTS, SOLVENTS, AND OTHER TOXIC MATERIALS.
   - ADEQUATELY MAINTAINED SANITARY FACILITIES.
2. DOUBLE SILT FENCE SHALL BE PLACED AT THE LIMITS OF DISTURBANCE AS SHOWN.

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE-CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY
4	ISSUED FOR CONSTRUCTION	09/15/2014	GBF

Kimley»Horn
© 2014 KIMLEY-HORN AND ASSOCIATES, INC.
1423 SE FORT King STREET, SUITE 200, OCALA, FL 34471
PHONE: 352-622-1833 FAX: 352-622-1875
WWW.KIMLEY-HORN.COM CA: 00000696

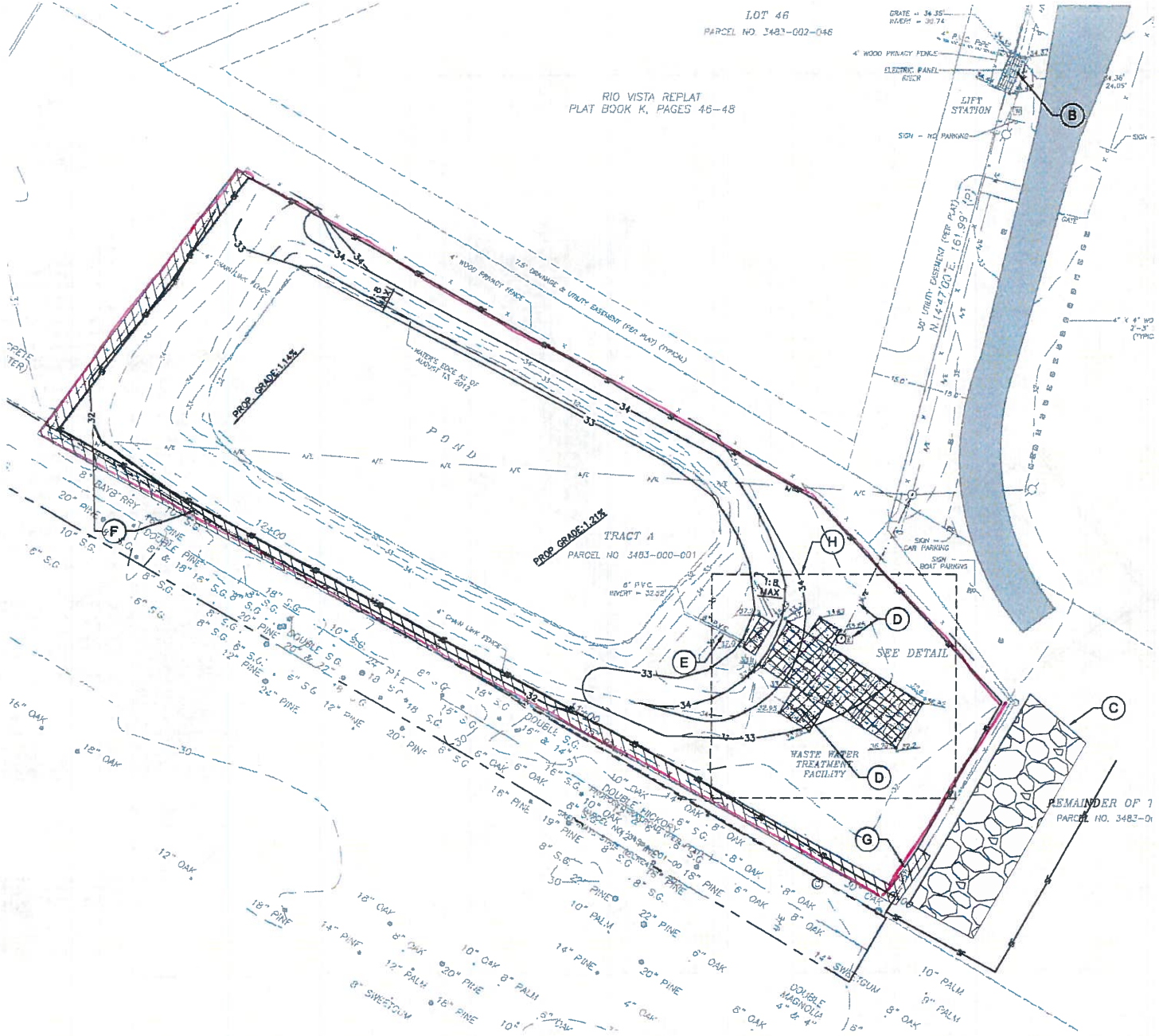
LICENSED PROFESSIONAL
MALCOLM BRYANT, P.E.
FLORIDA LICENSE NUMBER
65552
DATE

KHA PROJECT 042368028
DATE SEPTEMBER 2014
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY JNW
CHECKED BY MCW

DECOMMISSIONING PLAN

RIO VISTA WWTF DECOMMISSIONING
PREPARED FOR
CITY OF DUNNELLON
MARION COUNTY FLORIDA

SHEET NUMBER
C200


LOT 46
PARCEL NO. 3483-002-046
RIO VISTA REPLAT
PLAT BOOK K, PAGES 46-48
LIFT STATION
SIGN - NO PARKING
4' WOOD PRIVACY FENCE
ELECTRIC PANEL RISER
7.5' DRAINAGE & UTILITY EASEMENT (PER PLAT) (TYPICAL)
30' UTILITY EASEMENT (PER PLAT)
N 14°47'00" E 161.99' (P)
WATERS EDGE AS OF AUGUST 14, 2012
PROP. GRADE: 1.14%
POND
TRACT A
PARCEL NO. 3483-000-001
PROP. GRADE: 1.21%
6" PVC INVERT = 32.93'
4' CHAIN LINK FENCE
1:8 MAX
SEE DETAIL
WASTE WATER TREATMENT FACILITY
SIGN - CAR PARKING
SIGN - BOAT PARKING
REMAINDER OF T
PARCEL NO. 3483-0
A
B
C
D
E
F
G
H

Agreement #AGR2011-110

MASTER

UTILITY PURCHASE AGREEMENT

THIS UTILITY PURCHASE AGREEMENT ("**Purchase Agreement**") is made this 22nd day of August 2011, between the City of Dunnellon located at 20750 River Drive, Dunnellon, Florida 34431 ("**Purchaser**" or "**City**") and the Civic Association of Rio Vista Utilities, Inc., a Florida not-for-profit corporation, located at 10951 SW 186th Circle, Dunnellon, Florida 34432 c/o Registered Agent, Mary Sue Starling ("**Seller**" or "**Rio Vista**").

WHEREAS, Seller owns certain utility assets including the real property more particularly described in the Special Warranty Deed attached hereto and incorporated herein as **Exhibit "A"** (the "**Real Property**"), and other right, title and interest of the Seller in and to any of the assets more particularly described in the Bill of Sale attached hereto and incorporated herein as **Exhibit "B"** (the "**Other Property**", and together with the Real Property, collectively referred to herein as the "**Assets**"), all of which are located in Marion County, Florida and used by Seller in connection with Seller's operation of a water distribution system ("**Water Facility**") and sewer facility (the "**Sewer Facility**", and collectively with the Water Facility, referred to herein as the "**Utility Facilities**") serving, among other customers, the residents of the Rio Vista Community (the "**Community**"); and

WHEREAS, the Sewer Facility had been operated under Florida Department of Environmental Protection ("**FDEP**") permit number FLA012674, which has now expired, and Seller is not able to cure the deficiencies in the Sewer Facility that are the subject of Court Case # 42-2008-CA -002086-G and the resulting Contempt Citation against Seller in Case No. 42-2008-CA-002086-G (collectively, the "**FDEP Action**"); and

WHEREAS, the FDEP has, by letter confirmation attached hereto and incorporated herein as **Exhibit "C"**, provided written assurance that the FDEP will dismiss the FDEP Action, including without limitation the Contempt Citation directed at the Seller, if the City acquires ownership of the Sewer Facility; and

WHEREAS, the City is only willing to acquire the Sewer Facility if it also acquires the Water Facility, and accordingly the City desires to acquire all the Assets, which are located within the City's established Section 180.02 Utility Service District; and

WHEREAS, Seller, pursuant to its By-laws and Chapter 617, *Florida Statutes* (2010), called a Special Meeting on 6/25/11 and by a majority vote of the quorum voted to sell/transfer the Assets to the City; and

WHEREAS, under the terms and conditions set forth in the body of this Purchase Agreement, Seller is willing to sell and convey, and the City is willing to accept and acquire, the Assets in their "as is" condition with all faults and defects, and all right, title and interest of the Seller in and to any of the fixtures, equipment, personal property and intangible personal property of every nature or description located on or used in connection with: (i) the operation of Utility Facilities, including any and all utility infrastructure, and (ii) the Real Property; and

WHEREAS, the Purchaser/City, as good and valuable consideration for this purchase, has applied for a grant/loan from the FDEP to partially fund approximately 68.9% of the sewer connection costs between the City's central sewer facilities and the Sewer Facility (the "**FDEP Grant**"), by which the City will be able to cure the deficiencies in the Sewer Facility that are the subject of the FDEP Action; and

WHEREAS, Purchaser/City also intends to apply for an additional grant from the USDA to assist with defraying the remaining approximate 31.1% sewer connection costs after deducting the amount of the FDEP Grant (the "**USDA Grant**" and together with the FDEP Grant, the "**Grants**"); and

WHEREAS, as added consideration for the sale of the Assets by Seller to the City, the City will take immediate responsibility and liability for all Assets and for the operation and maintenance of the existing Utility Facilities, including responsibility for securing the FDEP Grant, pursuing the USDA Grant and the design and permitting of the Sewer Facility's connection to the City of Dunnellon's central sewer system. Further, upon the City assuming

these responsibilities and prior to the actual construction of the sewer extension, the City shall be responsible for ensuring that the FDEP expeditiously dismisses the FDEP Action, including the Contempt Order, against the Seller.

NOW, THEREFORE, recognizing the consideration and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, Seller hereby agrees to sell and City agrees to purchase the Assets with the following terms and conditions:

1. The parties affirm the above-stated recitals to be true and correct, and incorporated herein by this reference.

2. Seller hereby agrees to sell, and City hereby agrees to acquire, the Assets for the sum of $1.00, paid to Seller on the Closing Date (defined below) and upon Seller's delivery of the Closing Documents (defined below) to the City, all in accordance with the terms and conditions set forth herein below. The City shall pay all commercially standard costs related to said Asset transfer (including any transfer taxes and recording costs, if any), but Seller shall pay the costs of any legal counsel or other consultant representing Seller in connection with the Asset transfer.

3. Seller makes no warranties, expressed or implied, with respect to the condition and state of repair of the Assets, and Seller shall have no obligation or duty to alter, repair or replace any of the Assets. This disclaimer of warranties is expressly in lieu of and supersedes any and all representations and warranties expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, whether arising from statute, common law, custom or otherwise.

4. Upon acquisition of the Utility Facilities, the City shall operate and maintain the Utility Facilities providing: (i) sewer service to the utility's existing sewer customers listed on **Exhibit "D"** (the "**Sewer Customers**"), attached hereto and

incorporated herein by reference, and (ii) water service to the existing water customers listed on **Exhibit "E"** (the "**Water Customers**, and collectively with the Sewer Customers, referred to herein as the "**Customers**"), attached hereto and incorporated herein by this reference, all in accordance with all applicable governmental laws, rules, regulations and permits.

5. The City, upon approval by the Dunnellon City Council (the "**Council**") of the City's acquisition of the Assets, shall immediately begin necessary interim repair work on the Sewer Facility while simultaneously proceeding with the design and permitting of the connection between the Sewer Facility and the City's sewer system as delineated in Kimley-Horn and Associates. Inc, **Utility Evaluation RioVista**, dated April 2011, at page 8 entitled **Capital Cost and Annual Operation and Maintenance Cost Estimate,** and the three options titled **Engineer's Opinion of Probable Cost** to make the permanent connection as between the Sewer Facility and the City's sewer system, which is attached hereto and incorporated herein by reference as **Exhibit "F"**.

6. The City will in good faith and with reasonable diligence pursue the Grants in an effort to reduce the sewer connection costs that will be due from the Sewer Customers in relation to the connection between the City's central sewer system and the Sewer Facility. In any event, the City hereby confirms that it shall not charge the Sewer Customers or any future sewer customers within the Community any more than the 31.1% of the connection costs, even if for some reason the FDEP Grant is not obtained by the City.

7. Once the form of this Purchase Agreement is agreed to, Seller's President shall have it executed on behalf of Seller and this Purchase Agreement will be submitted for the City Council's approval by a vote at a public hearing in August/September of 2011. Assuming this Purchase Agreement is approved by the City Council, this Purchase Agreement will be executed on behalf of the City no later than September 26, 2011, if not sooner and the Purchase Agreement

signed by the City will then be immediately delivered to Seller's President or their legal counsel. The date the City delivers this fully executed Purchase Agreement to Seller's President or their legal counsel shall be the "**Effective Date**" of this Purchase Agreement.

8. The closing of the Asset transfer shall occur on or before three (3) business days after the Effective Date hereof (the "**Closing Date**"). On the Closing Date, Seller shall execute and deliver the following documents in the forms attached hereto as Exhibits A & B (referred to collectively as the "**Closing Documents**"):

   (a) A Special Warranty Deed; and

   (b) Bill of Sale.

9. After the Asset transfer has been effectuated, the City shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses (including attorneys' fees), losses and liabilities of whatsoever nature arising out of or occasioned by or in connection with the Assets and the Utility Facilities.

10. On the Closing Date, the City will immediately begin operating the Utility Facilities and providing water and sewer service to the Customers as previously provided by Seller. The City applies a twenty-five percent (25%) surcharge for water service and sewer service to all its utility customers located outside of the City limits, as authorized in Florida Statutes Section 180.191(1)(a). Therefore, as of the Closing Date, all Customers will begin to pay the rates for water and sewer service as are established by the City for all its water and sewer customers located outside of the limits of the City of Dunnellon (including the surcharge), and all Customers shall be responsible for paying to the City any utility deposits typically required by the City from all its water and sewer customers (the "**City's Deposit**", which is presently $185 per customer) within 90 days after the Closing Date. Further, owners of properties currently connected to the Sewer Facility or connected to the Sewer Facility in the future will also be billed a capital charge of approximately $20-40/month added to their monthly sewer bill until their pro-rata

share of the sewer connection is paid in full (approximately 15-20 years), in order to cover the remaining costs to connect the Sewer Facility to the City's central sewer facility after applying the Grants. This charge would affect current sewer customers and any new Customers that purchase or build upon lots that must connect to sewer. Billing, late charges and disconnect and reconnect fees will be as provided in the Dunnellon City Code for all customers located outside of the City of Dunnellon.

11. Upon execution of this Purchase Agreement by the Seller and City, the City will continue to provide water and sewer service at no cost to the restroom facility at the riverfront park ("**HOA Park**") owned by the Civic Association of Rio Vista, Inc., a Florida not-for-profit corporation, which is the homeowners' association for the Community ("**HOA**") for so long as the HOA allows the Dunnellon Police Department to use the HOA's boat ramp to access Rainbow Springs River. However, the City reserves the right to re-evaluate this arrangement in the future, upon written notice to the HOA.

12. In the interests of security and pursuant to the requirements of the United States Department of Home Land Security, the City will secure and patrol the Utility Facilities. The City Public Works Director, taking into consideration the intended future improvements to be made at the site, will determine whether and to what extent there may be more land than is necessary for the construction and maintenance of the Utility Facilities, and if there is such surplus land based on a determination made by the Public Works Director within 80 days after the Closing Date, the City will enter into a land lease arrangement with the HOA to provide for over-flow parking and storage related to the use and enjoyment of the HOA Park by those entitled to use the HOA Park for rent in the amount of $1.00 per year.

11. The City recognizes, acknowledges and agrees that it is only buying the Real Property to be used in connection with the Utility Facilities and not for use by

members of the public, and that the City will not use, nor permit or facilitate the public use of, any the Real Property or the private property owned by the HOA, including but not limited to the HOA Park and the restroom thereon, and the Special Warranty Deed executed by Seller shall so restrict and will provide the HOA with a right of first refusal to acquire the Real Property if it is ever sold or transferred by the City.

12. With regard to the City's provision of water and sewer services to Customers located in the Community, the Seller has been a utility provider benefiting from the utility easements set forth in Restriction #16 of the HOA's Declaration, cited as follows: "Easements and rights-of-way are hereby expressly reserved on each side of all property lines for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewer, storm drains, public, quasi- public and private, as well as for quasi-public, private or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare. Such easement and rights-of-way shall be confined to the rear five (5) feet and along the sides of every lot, plot or tract, and along every street in the above-referenced property, excepting where the owner has two or more contiguous tracts, easements are deleted between the tracts. The rights to cut and trim trees and shrubbery to the extent necessary to protect the above- described utilities, and to cut down and remove from time to time all dead, weak, leaning or dangerous trees that are tall enough to damage said utilities in falling". Further, to the extent assignable, Seller hereby assigns its status as utility provider entitled to use the utility easements and ingress and egress access to the Utility Facilities as provided in the Declaration. Further, Seller shall deliver Seller's key to the gate over the ingress and egress access road leading to the Utility Facilities.

13. Seller shall pay all accounts payable and other expenses of Seller as soon after Closing as commercially practical.

14. All the Seller's bank accounts (including savings and checking) remain owned by Seller and the funds therein shall be distributed to the Customers entitled thereto after all expenses of the Seller have been paid in full after closing, including Customer deposits, amounts paid by Customers in prepayment of future utility bills, amounts voluntarily paid by Sewer Customers in relation to the studies made in connection with the FDEP Action, and capital contributions made by Customers in connection with the acquisition of the Utility Facilities, etc.

15. This Purchase Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relative thereto and may not be changed, altered or modified, except in writing, and shall be binding upon and insure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto. It is the intent of the parties that this is a true Purchase Agreement. No prior representations have been made by either party which contradicts the terms of this Purchase Agreement.

16. Any notices required or allowed to be delivered hereunder shall be in writing and may either be (1) hand delivered, (2) sent by recognized overnight courier (such as Federal Express) or (3) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a party at the address set forth opposite the party's name in the first paragraph of this Agreement, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

17. If it shall be necessary for either party to this Purchase Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Purchase Agreement, the substantially prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all

costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court.

18. This Purchase Agreement may be executed in one or more duplicate counterparts, each of which shall when taken together be deemed to be a fully executed original.

19. The interpretation and enforcement of this Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by the City and Seller as well as their respective personal representatives, heirs, successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

20. Any provisions of this Purchase Agreement which by their terms imply obligations or commitments intended to survive the closing shall expressly survive the closing under this Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement on the date first above written.

CIVIC ASSOCIATION OF RIO VISTA UTILITIES INC., a Florida not-for-profit corporation

Mary Sue Starling

Mary Sue Starling, President/Director

George Mott

George Mott/Director

Grace Burks

Grace Burks, Treasurer/Director

APPROVED AS TO FORM

_____.

CITY OF DUNNELLON, FLORIDA

By: _____

Fred Ward, Mayor 8-22-2011

ATTEST:

_____

Dawn M. Bowne, City Clerk 8-22-2011

Reviewed as to form and legal sufficiency

_____

Marsha Segal-George, Esquire 8-22-2011
Assistant City Attorney

EXHIBITS (to be attached)

Exhibit A- Special Warranty Deed -Legal Description for the Real Property
Exhibit B- Bill of Sale -- List of Other Property
Exhibit C- Letter from FDEP
Exhibit D- List of Sewer Customers/Accounts
Exhibit E – List of Water Customers/Accounts
Exhibit F- Capital Cost and Annual Operation and Maintenance Cost Estimate and the 3 capital options to connect Rio Vista Sewer to the City's central system

Meeting Date: November 9, 2016

From (Dept): Finance

Signature: _____
Department Director

Approved for Agenda: _____
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT:

Request For Approval: Employee Bonus

SUMMARY EXPLANATION & BACKGROUND I have been asked by several Council members to provide the City's cash position as of 9/30/16 at the 11/9/16 workshop.

The reason for providing this information is that the issue of employee bonuses was previously discussed with Council. As a result of that discussion staff was directed to wait until the close of FY 2015-2016. Attached is a breakdown of FY2015-2016 preliminary results for all funds.

FISCAL INFORMATION: Total Amount of Bonuses Citywide $42,948

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Interim City Manager to award employee bonuses

Initiated by: DMB/js

FY2015-2016 EOY Summary - Unaudited

GENERAL FUND

Total General Fund Revenue @ 9/30/16	2,548,082
Less Restricted Revenues	
6th Cent Gas Tax Revenue	(126,436)
5th Cent Gas Tax Revenue	(83,603)
8th Cent Gas Tax Revenue	(18,940)
Motor Fuel Tax Rebate Revenue	(2,744)
PD Trust Reserve	(6,326)
Cemetery Reserve	(9,489)
125 Park Reserve	(10,908)
PD Forfeiture Reserve	(320)
Adjusted General Fund Revenue	2,289,316
Total General Fund Expenses @ 9/30/16	2,454,431
Less Restricted Expenses for Roads & Streets	(228,881)
Adjusted General Fund Expenses	2,225,550
General Fund Surplus excluding: Restricted Revenues and Restricted Expenses	63,766
Less Bonus for General Fund Employees	(24,750)
Net Surplus transferred to General Fund Reserve	**39,016**

ROADS & STREETS

Gas Tax Revenue excluding 5th Cent GT for Capital Replacement	148,120
Transfer from 6th Cent GT Reserve per approved budget	84,695
Expenses	(228,221)
Gas Tax/Transfers/R&S Surplus	4,594
Less Bonus to R&S Employees	(4,594)
Net Reserve Transfer	**0**

*Note: A transfer of $146,825 from 6th Cent Reserve to fund operations for the fiscal year was approved as part of the budget due to the County reducing the City's share of Countywide gas tax receipts. However, as preliminary year end results indicate the transfer amount decreased to $84,695 inclusive of employee bonus.

T.I.F.D

T.I.F.D Revenues @ 9/30/16	151,563
T.I.F.D Expenses @ 9/30/16	38,491
T.I.F.D Surplus @ 9/30/16	113,072
Less Bonus for T.I.F.D Employees	(687)
Net Surplus transferred to T.I.F.D Fund Reserve	**112,385**

WATER FUND

Water Fund Revenues @ 09/30/16	1,825,095
Less Restricted Revenue: Connect Fees	(9,027)
Adjusted Water Fund Revenue	1,816,068
Water Fund Expenses @ 9/30/16	1,695,984
Water Fund Surplus @ 9/30/16	120,084
Less Bonus for Water Fund Employees	(5,969)
Net Surplus transferred to Water Fund Reserve	**114,115**

SEWER FUND

Sewer Fund Revenues @ 9/30/16	1,571,980
Less Restricted Revenue: Connect Fees	(67,938)
Adjusted Sewer Fund Revenue	1,504,042
Sewer Fund Expenses @ 9/30/16	1,471,878
Sewer Fund Surplus @ 9/30/16	32,164
Less Bonus for Sewer Fund Employees	(6,948)
Net Surplus transferred to Sewer Fund Reserve	**25,216**

*Grand Total Bonus all funds = $42,948

11/3/2016
1:02 PM

2016-2017 SALARY PLAN
Grand Totals

		10210	10212	10220	10221	10240	
POSITION	BONUS	FICA 6.2%	MED 1.45%	FRS 7.52	FLOC 5-10	WRK CMP	TOTAL PAYROLL
City Manager	-	-	-	-		-	-
City Clerk	1,000.00	62.00	14.50	75.20	-	2.00	1,153.70
Finance Officer	1,000.00	62.00	14.50		100.00	2.00	1,178.50
Accountant 1	1,000.00	62.00	14.50		100.00	2.00	1,178.50
Assistant City Clerk	1,000.00	62.00	14.50		100.00	2.00	1,178.50
Customer Service/Staff Asst.	1,000.00	62.00	14.50		100.00	2.00	1,178.50
PT AP Clerk (32hpw)	1,000.00	62.00	14.50			2.00	1,078.50
Records Clerk	1,000.00	62.00	14.50		100.00	2.00	1,178.50
SR Utility Billing Clerk	1,000.00	62.00	14.50		100.00	2.00	1,178.50
Utility Billing Clerk	1,000.00	62.00	14.50		50.00	2.00	1,128.50
Staff Asst PS/W/S	1,000.00	62.00	14.50		100.00	2.00	1,178.50
CD Technical Asst.	1,000.00	62.00	14.50		100.00	2.00	1,178.50
CD/CRA/IT Mgr./Code Enf.	1,000.00	62.00	14.50		100.00	2.00	1,178.50
Utilities Director	-	-	-		0.00	-	-
Utility Supervisor	1,000.00	62.00	14.50	75.20	-	33.97	1,185.67
Wastewater Plant Operator	1,000.00	62.00	14.50		100.00	27.04	1,203.54
Water/Wastewater Plant Oper.	1,000.00	62.00	14.50		100.00	33.97	1,210.47
W/S Service Worker	1,000.00	62.00	14.50		50.00	33.97	1,160.47
W/S Service Worker	1,000.00	62.00	14.50		50.00	33.97	1,160.47
W/S Service Worker	1,000.00	62.00	14.50		100.00	33.97	1,210.47
W/S Crew Leader	1,000.00	62.00	14.50		100.00	33.97	1,210.47
W/S Service Worker	1,000.00	62.00	14.50		80.00	33.97	1,190.47
Public Services Supervisor	1,000.00	62.00	14.50	75.20	-	78.97	1,230.67
R/S Crew Leader	1,000.00	62.00	14.50	75.20	-	78.97	1,230.67
R/S Crew Leader	1,000.00	62.00	14.50		50.00	78.97	1,205.47
R/S Service Workder	1,000.00	62.00	14.50		50.00	78.97	1,205.47
R/S & Parks Service Worker	1,000.00	62.00	14.50		50.00	78.97	1,205.47
PT City Beach/Service Worker	1,000.00	62.00	14.50			36.16	1,112.66
Police Chief	1,000.00	62.00	14.50			34.00	1,110.50
Police Officer	1,000.00	62.00	14.50			34.00	1,110.50
Police Sergeant	1,000.00	62.00	14.50			34.00	1,110.50
Police Officer	1,000.00	62.00	14.50			34.00	1,110.50
Police Officer	1,000.00	62.00	14.50			34.00	1,110.50
Police Sergeant	1,000.00	62.00	14.50			34.00	1,110.50
Police Officer	1,000.00	62.00	14.50			34.00	1,110.50
Property/Evidence & Office Coord.	1,000.00	62.00	14.50		50.00	2.00	1,128.50
Fire Chief	1,000.00	62.00	14.50			41.90	1,118.40
Fire/EMT	1,000.00	62.00	14.50			41.90	1,118.40
Fire/EMT	1,000.00	62.00	14.50			41.90	1,118.40
Fire/EMT	-	-	-			-	-
	37,000.00	2,294.00	536.50	300.80	1,730.00	1,085.62	42,946.92
	37,000.00						42,946.92
						Water	5,965.94
						Sewer	6,946.06
						TIFD	685.23
						General Fund	29,349.69

Meeting Date: Nov 9, 2016

From (Dept.): Streets & Roads

Signature: _____
Department Director

Approved for Agenda: _____
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

Subject: Amendment AGR2014-29 Traffic Signal Maintenance & Compensation Agreement with FDOT

Request for Approval:

Summary Explanation and Background:

A summary of changes as revised by FDOT Central Office: Simplified language for penalties and retainage; Changed responsibility for pursuing 3rd party damage insurance from Maintaining Agency to FDOT; Added Force Majeure clause to remove liability from both the Maintaining Agency and the FDOT in the event of an Act of God, etc.; Changed responsibility for periodic mast arm maintenance from Maintaining Agency to FDOT; Increased time to repair critical detectors to 90 days (was 60 days); Decreased inspections to 50% of signals every year (previous was 100% per year); Added new Exhibit C with form for reimbursement for 3rd party damage.

Fiscal Information:

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

Amount: _____

Procurement Method: _____

Purchase Requisition Number: _____

Recommended Action: Authorize Mayor to sign Amendment to Traffic Signal Maintenance Agreement

Initiated by: _____ / tam

AGR2014-29 amendment

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. **ARX37**
FINANCIAL PROJECT NO. **413019-48803**
F.E.I.D. NO. **F596000311005**
AMENDMENT NO. **1**

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this 14th day of November, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the **CITY OF DUNNELLON**, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on **JUNE 18, 2015** entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF DUNNELLON
_____, Florida
(Maintaining Agency)

By
_____
(Authorized Signature)

Print/Type Name: Walter Green

Title: Mayor

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By
_____
(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: _____

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. **ARX37**
FINANCIAL PROJECT NO. **413019-48803**
F.E.I.D. NO. **F596000311005**

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

A. **T**he Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. **T**he Maintaining Agency is authorized under **the direction and approval of City Council** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

   The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

   a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
   b. Evidence of the costs incurred were included as an attachment to the invoice.

   Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

   A “Force Majeure Event” means the occurrence of:
   (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
   (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
   (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.

8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department’s Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.

13. Payment will be made in accordance with Section 215.422, Florida Statutes.

14. There shall be no reimbursement for travel expenses under this Agreement.

15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.

22. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.

24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.

27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

b. Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

c. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.

d. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.

32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.

34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.

35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

44. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.

46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

47. Exhibits A, B, and C are attached and incorporated into this Agreement.

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

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY _____										
Effective Date: from _____ to _____										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SEE ATTACHED EXHIBIT A										
							Total Lump Sum Amount*			

*Amount paid shall be the Total Lump Sum (***minus any retainage or forfeiture***).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $_____.

_____ _____

Maintaining Agency Date District Traffic Operations Engineer Date

State of Florida Department of Transportation

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 16/17

Effective Date: July 1, 2016 To: June 30, 2017

Maintaining Agency: City of Dunnellon

Section	MP	SR No.	Intersection	Agency	Conf.	fy 16/17
36060	0.305	45	CR 484/CR 40	Dunnellon	TS	$3,131.00
36060	0.709	45	Powell Rd.	Dunnellon	TS	$3,131.00
36060	1.139	45	Rainbow Plaza / Brooks Street	Dunnellon	TS	$3,131.00
36060	1.412	45	Walmart	Dunnellon	TS	$3,131.00

* Amount paid shall be the Total Lump Sum ***(minus any retainage or forfeiture).***

Total Lump Sum*: $12,524.00

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

$12,524.00

Maintaining Agency Date

District Traffic Operations Engineer Date

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT C
Reimbursement for Replacement and/or Repair of Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.
Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information: 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.:_____ Project No.:_____	
Total Lump Sum Reimbursement Amount	**$**

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

_____ _____

Maintaining Agency Date District Traffic Operations Engineer Date

Meeting Date: 11/9/2016	***Official Use Only***
From (Dept): Police	Reviewed by City Attorney:
Signature: Mike McQuaig Department Director	Council Action:
Approved for Agenda: City Manager	Date:

SUBJECT: Police Dept. Computer Network Support

Request For Approval:

SUMMARY EXPLANATION & BACKGROUND:

Artemis has been our network provider at a cost of $14,800.00 a year. If they need to physically come to our department to fix a problem, they charge us travel time from Melbourne, Fl. Lonnie and I have been in contact with an Ocala based network provider (Brattix) who can provide the same service for $12,000.00 per year with travel time from Ocala if needed. A savings of $2,800.00 plus faster response time will be realized.

FISCAL INFORMATION: Artemis $14,000.00 a year Brattix $12,000.00 a year

RECOMMENDED ACTION: Authorize Mayor to sign a service agreement with Brattix through 09/30/2017.

Initiated by:

From: Mary Edmundson
To: Loretta Barton
Subject: FW: Managed Services quote for City of Dunnellon Police Department
Date: Friday, November 04, 2016 8:47:37 AM

Please see below copy of the contract w/ Brattix.

From: Brendan K. Anthony [mailto:banthony@brattix.com]
Sent: Friday, September 30, 2016 12:47 PM
To: Mary Edmundson; Mike McQuaig
Cc: Lonnie Smith (lonnie6@gmail.com)
Subject: Managed Services quote for City of Dunnellon Police Department

Hi Mary, Chief,

Here is the revised quote that I think should fit your needs.

Here are the key points:

- Includes 15 hours of pre-paid labor per month at 25% off standard rates
- Contract overages will be billed at standard rates
- No trips charges except for contract overage trips

I believe this should be very similar to what you are used to, but if not, or If you have any questions or concerns, please feel free to give me a ring: 352-208-8850.

Managed Services quote for City of Dunnellon Police Department

Cheers,

Brendan K. Anthony
Brattix, Inc. | Systems Administrator
3101 SW 34th Ave, Suite 905-275 | Ocala, FL 34474
T: 352.861.6400 x 121 | **M**: 352.208.8850 | **F**: 610.822.6400
banthony@brattix.com | www.brattix.com

BRATTIX
I.T. SUPPORT SERVICES

This email is intended for the use of the person to whom it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. Dissemination, distribution or copying of this information in an unauthorized manner is strictly prohibited. Sender accepts no liability for any damage caused by any virus transmitted by this email. If you receive this email in error, please notify the sender.

BRATTIX
I.T. SUPPORT SERVICES

Quote

Quote Number: 375

Payment Terms: Net 14 Days
Expiration Date: 11/30/2016

Quote Prepared For

Mary Edmundson
Dunnellon Police Department
12014 S. Williams St.
Dunnellon, FL 34432
United States
Phone:352-465-8510
medmundson@dunnellonpd.org

Quote Prepared By

Brendan K Anthony
Brattix, Inc.
3101 SW 34th St, STE 905-275
Ocala, FL 34474
United States
Phone:352-861-6400
Fax:610-822-6400
banthony@brattix.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
One-Time Items					
1)	15	Service Technician Monthly block of pre-paid labor Labor will be billed against the block at the following rates: - Normal hours: $60 - After hours/Saturday: $80 - Sunday/Holidays: $100 Contract overages will be billed at the following rates: - Normal hours: $80 - After hours/Saturday: $100 - Sunday/Holidays: $120 - Unused block hours expire at end of month - No trip charges (except for during contract overages) - Includes managed antivirus and remediation for desktops/servers - Includes patch management of desktops/servers	$60.00	$60.00	$900.00
				One-Time Total	**$900.00**

Note: all trips charges waived for first 3 months

Subtotal	**$900.00**
Total Taxes	**$0.00**
Total	**$900.00**

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Meeting Date: 11/09/16

From (Dept): Community Dev

Signature: Lonnie Smith
Department Director

Approved for Agenda:
City Manager

Official Use Only

Reviewed by City Attorney:

Council Action:

Date:

SUBJECT: Copier lease for Public Services

Request For Approval: Agreement LEA#2016-03 Request to approve copier lease from Xerox

SUMMARY EXPLANATION & BACKGROUND:

Public Services is in need of a new Printer/Copier/Scanner. The old model is obsolete and parts are difficult if not impossible to find. Xerox offers State contract pricing and has quoted the following:

Model	PPM	Lease/mo(48mo)	B&W copy(each)
Xerox5335	35	$115.73	.0093

This purchase was planned and was included in the 2016-17 budget. The scanning application on the old copier is not working properly and continues to cause problems with the newer PC operating systems.

The quote is also lower than the same model that we contracted for Utility Billing 2 yrs ago ($119.10/mo).

FISCAL INFORMATION: Total 12 month lease amount is $1,388.76. Funds budgeted FY16-17 Roads & Streets $480, Water Fund $480, Sewer Fund $480. Total budgeted $1,440.00

PROCUREMENT METHOD: Quotes from Xerox with State Contract pricing

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Approve new lease for Xerox 5335 for Public Services

Initiated by: Lonnie Smith

Lease Agreement

xerox

Customer: DUNNELLON, CITY OF

BillTo: CITY OF DUNNELLON
20750 RIVER DR
DUNNELLON, FL 34431-6744

Install: CITY OF DUNNELLON
PUBLIC WORKS
DEPARTMENT
11924 BOSTICK ST
DUNNELLON, FL 34432-5873

State or Local Government Negotiated Contract : 072533100

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. WC5335PT (WC5335 PRINTR/TANDEM)	- Postscript 3 - Network Scan - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: ~~$1.00~~ $0 x	11/10/2016

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. WC5335PT	$115.73	1: Total	All Prints	$0.0093	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	$115.73	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Signer: _____ Phone: (352)465-8500

Signature: X _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Robert DeMarco
(352)867-8500

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

XEROX TOTAL SATISFACTION GUARANTEE

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xerox

Introductory Pricing

You are receiving special Introductory Pricing. Your Minimum Payment for Products identified in the Pricing Detail table below will be adjusted during the Introductory Pricing period as set forth in the Pricing Detail table, and will be different from the Minimum Payment during the balance of this Agreement. The Pricing Detail table illustrates how the Minimum Payment will be affected during the Introductory Pricing period.

Monthly Minimum Pricing Summary for the item to be installed at this location during the 3 Month Introductory Period

	Month 1	Month 2	Month 3	Full Amount
Product	$115.73	$115.73	$115.73	$115.73
Total	$115.73	$115.73	$115.73	$115.73

Introductory Pricing Detail for Each Applicable Item

Item	Contract Months	Product	Print Charges			Maintenance Plan Features
		Minimum Payment	Meter	Volume Band	Per Print Rate	
1. WC5335PT	1 - 3	$115.73	1: Total	All Prints	$0.0037	- Full Service Maintenance Included for all prints - Consumable Supplies charge only

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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Equipment) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement; and (6) all payments due and to become due under this Agreement are payable from sources other than ad valorem taxes. Your payment is due within 45 days of the invoice date.

3. FUNDING. This provision is applicable to governmental entities only. You intend to remit and reasonably believe that moneys in an amount sufficient to remit all payments due and to become due during the Term can and will lawfully be appropriated and made available to permit your continued utilization of the Products and the performance of its essential function during the Term. The person in charge of preparing your budget will include in each of your fiscal budgets a request for the payments due and to become due under this Agreement in such fiscal period. You acknowledge that appropriation of moneys for payment required under this Agreement is a governmental function that you cannot contractually commit to in advance, and this Agreement does not constitute: (1) a multiple fiscal year direct or indirect debt or financial obligation; (2) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (3) an obligation creating a pledge of or a lien on your tax or general revenues. If your governing board does not approve an appropriation of funds at any time during the Term for payments due and to become due for a fiscal year during the Term, you will have the right terminate this Agreement on the last day of the fiscal period for which sufficient appropriations were received without penalty or expense to you, except as to the portion of payments required hereunder for which funds have been appropriated and budgeted. If you elect to terminate this Agreement, you will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date). At least 30 days prior to the end of your fiscal year, your chief executive officer (or legal counsel) will certify in writing that (a) despite reasonable efforts to obtain sufficient appropriations, funds have not been appropriated for the ensuing fiscal period, and (b) you have exhausted all funds legally available for the payment of amounts due and to become due under this Agreement. To the extent permitted by applicable law, you will not use this non-appropriation provision as a substitute for convenience termination.

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

6. TAX TREATMENT. Xerox has accepted this Agreement based on your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code ("Code"). You will comply with the information reporting requirements of Section 149(e) of the Code. Such compliance includes the execution of 8038-G or 8038-GC Information Returns. You appoint Xerox as your agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) the Code or the regulations thereunder, then, subject to the availability of funds and upon demand by Xerox, you will pay Xerox an amount equal to its loss in this regard. You shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

Item	Finance Activity	Int. Rate	Total Int. Payable
1. WC5335PT	- New Xerox Agreement (Govt. Form 8038)	11.75%	$1,117.56

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WorkCentre®
5325 / 5330 / 5335
Tabloid-size
Black-and-white
Multifunction Printer

Xerox® WorkCentre® 5325 / 5330 / 5335 Multifunction Printer

Optimized office efficiency

WorkCentre® 5325 / 5330 / 5335 Multifunction Printer

The highly modular WorkCentre 5300 series multifunction printer gives today's fast-paced office environments a critical productivity advantage. The tasks you perform daily become more efficient, while intensive workplace processes are optimized with customizable workflow solutions that easily handle your unique business requirements.

Reduce costs with superior workgroup efficiency

With exceptional copier performance and the option of adding powerful printing, scanning and faxing, the WorkCentre 5300 series is built to perform as a consistently high level. Plus, multiple levels of cost-control capabilities let you easily manage expenses by limiting, tracking and assigning costs.

- **Faster results.** Print and copy speeds of up to 35 ppm keep pace with even the busiest environments.
- **Automated workflows.** Save time and increase efficiency with convenient features that automate routine tasks. For example, Fax Forward to Email automatically sends your incoming faxes from the device directly to your computer's email in-box.
- **Powerful scanning.** Improve the way you work with a host of scanning features, such as Scan to Folder[1], Network Scanning[1], Scan to Text-searchable PDF[1], and standard color scanning. Convert hard copies into digital files for automatic routing and archiving. Preview scans and documents stored on the device right on the color touch screen, and you can access documents faster with advanced file compression that dramatically shrinks file sizes.
- **Walk-up simplicity.** Scan to/print from USB functionality lets you print from and scan to a USB memory device for faster document delivery when you're not at your computer.
- **Limit and track usage.** With Xerox Standard Accounting, administrators can set limits for individual users on the number of print, copy, scan, and fax jobs, and account for device activity at the user, group or department level.
- **Experience true multitasking.** The WorkCentre 5300 series lets users perform five tasks at once: RIP, receive, program ahead, process the queue, and transmit. This advanced capability lets you copy, print, scan or fax even while other jobs are running.

Total peace of mind

The WorkCentre 5300 series features state-of-the-art technologies for optimized security at the device and on the network.

- **Keep your documents safe at all times.** With Secure Print, jobs are stored in a separate queue until the intended recipient chooses which jobs to release for printing. Plus, users can convert hard copies to secure digital files with the Scan to Password-protected PDF feature.
- **Prevent unauthorized access.** Powerful features such as standard network authentication[2], with available technologies like Secure Access Unified ID System® and Common Access Card Enablement Kit, ensure only authorized users can access the device.
- **Maintain information integrity.** 256-bit hard disk encryption and overwrite uses the FIPS 140-2 standard to ensure your data stays secure.
- **Stay secure.** Sensitive data stays private over your network thanks to network authentication and encrypted email, plus built-in support for IPsec, 802.1X and SNMPv3.0 — the latest security protocols.

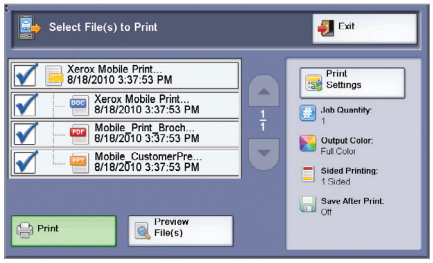
The right fit for every environment

The space-saving WorkCentre 5300 series benefits your office and the outside world, with cutting-edge engineering that delivers big reductions in energy consumption.

- **Smaller footprint**. Save valuable office space with a device that's just the right fit.
- **Quiet operation.** The WorkCentre 5300 produces less noise, letting you keep the device close by for distraction-free convenience.
- **Xerox technology advantages.** Our EA Toner with low-melt technology achieves minimum fusing temperature at 68 degrees F (20 degrees C) less than conventional toner. Plus, our LED scanner consumes just one-third the power of traditional Xenon lamps. You get significant energy savings and brilliant, glossy output — even on ordinary paper.
- **Standard duplexing.** The WorkCentre 5300 series comes with standard two-sided printing, helping you save paper and money.
- **ENERGY STAR® qualified.** The WorkCentre 5300 series meets the stringent ENERGY STAR requirements for energy usage.

[1] With Network Scan Kit; [2] Copier/printer/scanner only.

Xerox® Workflow Solutions take your WorkCentre 5300 series multifunction printer to a higher level of office optimization.



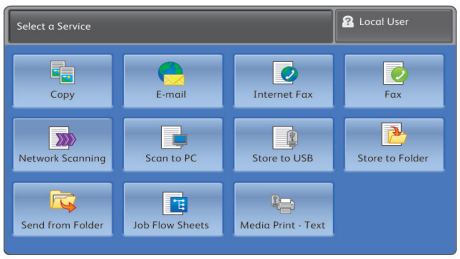
Xerox® Mobile Print Solution is just one of many personalized solutions you access right from the touch screen interface.

Transform the way your organization gets vital work done with the power of Xerox Workflow Solutions. When people work efficiently, in less time and with fewer steps, productivity goes up. Stress goes down. So do errors. Whether you have only a few people on your team or a very large workgroup, Xerox knows it's about streamlining your workflow — and it starts by using Xerox® Workflow Solutions right from your WorkCentre 5300 series device.

Xerox® Mobile Print Solution

With Xerox, being mobile has never been easier. Xerox makes mobile printing simpler and more convenient, while keeping your business secure. That's why we're empowering today's mobile professionals with the freedom to send print jobs from any email-enabled device.

1
The innovative touch screen on the WorkCentre 5300 series front panel makes walk-up operation easy as can be. It features a 7-inch full-color display with bright icons and intuitive navigation for optimal ease-of-use.



2
Front-panel USB port makes it fast and easy to print from or scan to any standard USB memory device.

3
110-sheet Duplex Automatic Document Feeder (DADF) quickly processes single- or double-sided originals.

4
50-sheet bypass tray for specialty media and custom sizes.

5
The optional 2,000-sheet High Capacity Feeder* brings maximum paper capacity to 5,090 sheets.

6
Standard paper input includes your choice of two 520-sheet trays with a stand or a 2000-sheet High Capacity Tandem Tray.

7
Space-saving Integrated Office Finisher with convenient single-position stapling.

8
Office Finisher LX adds 2,000-sheet stacking, multi-position stapling and optional booklet maker.

Flexibility with room to grow

Choose a powerful tabloid-size copier and add printing, scanning and faxing capabilities to optimize your workgroup's productivity. As your work volume increases, the WorkCentre 5300 series is ready to expand to meet your business needs.

WorkCentre® 5300 Series Quick Facts

- Print and copy at up to 35 ppm
- Powerful scan and fax solutions
- Print up to 11 x 17 in. / A3
- Up to 1200 x 1200 dpi print resolution
- Max paper capacity: 5,090 sheets
- Best-in-class security — Full System Common Criteria Certified (ISO 15408)
- Xerox® Workflow Solutions built on the Xerox Extensible Interface Platform® (EIP)

Print / Copy / Scan / Fax

11 x 17 in. / A3

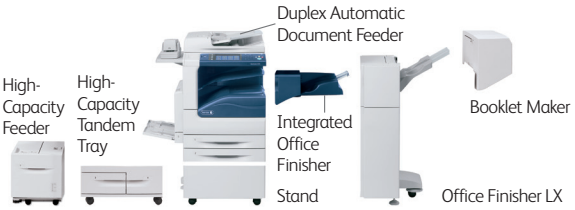
35 ppm

WxDxH:
23.5 x 25.1 x 43.9 in.
597 x 637.5 x 1,115 mm

WorkCentre 5335 with High-Capacity Tandem Tray

* Requires High-Capacity Tandem Tray

WorkCentre® 5325 / 5330 / 5335



		WorkCentre 5325 / 5330 / 5335 Copier	WorkCentre 5325 / 5330 / 5335 Copier/Printer/Scanner
Speed		Up to 25 / 30 / 35 ppm	
Duty Cycle		100,000 / 125,000 / 150,000 pages per month	
Memory		1 GB plus 160 GB hard drive	1 GB plus 160 GB hard drive / 2 GB with optional PostScript Kit
Paper Handling Paper input	Standard	**Duplex Automatic Document Feeder:** 110 sheets; Standard sizes: 5.5 x 8.5 in. to 11 x 17 in. / A5 to A3; Custom sizes: 3.3 x 4.9 in. to 11.7 x 17 in. / 85 x 125 mm to 297 x 432 mm	
		Bypass Tray: 50 sheets; Custom sizes: 3.5 x 3.9 in. to 11.7 x 17 in. / 89 x 98 mm to 297 x 432 mm	
	Choose one	**Trays 1 and 2 with Stand:** 520 sheets each; Sizes: Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in. / 140 x 182 mm to 297 x 432 mm **High-Capacity Tandem Tray:** 2,000 sheets; Standard Sizes: 8.5 x 11 in. and 7.25 x 10.5 in. / A4 or B5	
	Optional	**High-Capacity Feeder*:** 2,000 sheets; Standard Sizes: 8.5 x 11 in. and 7.25 x 10.5 in. / A4 or B5	
		Envelope Tray: Up to 60 envelopes: #10 commercial, Monarch, DL, C5, Custom sizes: 3.9 x 5.8 in. to 6.4 x 9.5 in. / 98 x 148 mm to 162 x 241 mm	
Paper output	Standard	**Dual Catch Tray:** 250-sheets each; Lower output offset	
	Optional	**Integrated Office Finisher:** 500-sheet stacker, 50 sheets stapled, single-position stapling	
		Office Finisher LX: 2,000-sheet stacker, 50 sheets stapled, 3-position stapling, optional hole-punch, optional booklet maker (score, saddle stitch)	
		Convenience Stapler: Staples 50 sheets	
Automatic two-sided printing		Standard	
Copy	First-page-out-time	WorkCentre 5325/5330: As fast as 4.2 seconds; WorkCentre 5335: As fast as 4.0 seconds	
Resolution (max)		600 x 600 dpi	
Copy features		Automatic two-sided, Electronic pre-collation, Automatic tray selection, Build Job, Negative/Mirror image, Automatic booklet creation, Multi-up, Auto RE, Mixed-size originals, Covers insertion, Sample set, Book copying, Annotation, Delete Outside/Delete Inside, Poster mode, Watermarks, ID Card Copy, Page Layout, Form Overlay, Background Suppression	
Print	First-page-out-time	Optional	As fast as 11.0 seconds
Resolution (max)			1200 x 1200 dpi
Connectivity			10/100/1000Base-TX Ethernet, High-Speed USB 2.0 direct print
Page description languages			PCL® 5e, PCL 6, HP-GL/HP-GL2, TIFF/PDF, XPS®; Optional Adobe® PostScript® 3™
Print features			Automatic two-sided, Secure print, Delay print, Sample set, Booklet creation, Cover selection, Paper selection by attribute, N-up, Watermarks, Banner sheets, Fit to new paper size, Output tray selection, Print from USB
Scan	Standard	Optional	PDF, Linearized PDF, PDF/A, TIFF, JFIF, JPEG, XPS, Color Scan, Scan to Email, Scan to Folder
	Optional		Scan to PC Desktop®, Network Scan Kit (Text Searchable PDF, MRC compression, Thumbnail Preview, Various Xerox® Business Innovation Partner Solutions)
Fax Kit		Optional	Walkup PSTN fax (one-line and three-line options) with Internet fax, Fax over IP (T.38) Kit, Network Server Fax Enablement Kit, Speed Dials (up to 2,000)
			LAN Fax via driver, Fax Forward, Two-sided Send and Receive, Print on / Fax up to 11 x 17 in. / A3, Fax Build Job
Accounting	Standard	Auditron	Auditron, Xerox® Standard Accounting (Copy, Print, Fax, Scan)
	Optional	NA	Network Accounting Enablement Kit (Various Xerox Business Innovation Partner Solutions)
Security	Standard	256-bit Hard Disk Encryption, Image Overwrite	Secure Print, Authentication with LDAP/Kerberos/SMB/CAC, Password Protected PDF, FIPS 140-2 encryption, S/MIME Encrypted Email, IPsec, 802.1X, SNMP v3.0, Email over SSL, LDAP over SSL, Image Overwrite, 256-bit Hard Disk Encryption, Audit Log
	Optional	NA	CAC, Secure Access Unified ID System®
Other Options		Common Access Card Enablement Kit, Foreign Device Interface, Unicode Kit	

* Requires High-Capacity Tandem Tray

Multifunction Device
CCD – 035

For more information, call **1-800-ASK-XEROX** or visit us at **www.xerox.com/office**

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W5BBR-01UE

Meeting Date: November 9, 2016	***Official Use Only***
From (Dept): Finance	Reviewed by City Attorney:
Signature: Department Director	Council Action:
Approved for Agenda: City Manager	Date:

SUBJECT: Billing Rio Vista Utility Customers for their portion of the Rio Vista Waste Water Treatment Facility Decommissioning Project

Request For Approval: Ordinance #ORD2016-11 Rio Vista Capital Charge

SUMMARY EXPLANATION & BACKGROUND: The City received a grant from FDEP to decommission the Rio Vista WWTP. This project was completed in FY15-16. The cost of the project totaled $1,294,259.72. The grant funded $914,294 with the balance paid from sewer bond proceeds. The purchase agreement for Rio Vista states the City will bill Rio Vista sewer customers the portion of the project not funded by the grant in an amount not to exceed 31.1% of the total cost of the project. The portion not funded by the grant is 29.36%.

In order to bill the sewer customer the City must adopt the attached ordinance. Per our City Attorney, we can pass along the legal fees and public hearing advertising costs incurred to prepare this ordinance. The fees total $1,603.30. The total to be billed to Rio Vista sewer customers over twenty years is $381,569.02. This equates to $29.45% which is below the maximum allowed under the purchase agreement.

Rio Vista WWTP Decommissioning Project Cost	$1,294,259.72
Legal Fees and Public Hearing Ad for Capital Charge Ordinance #2016-11	1,603.30
Subtotal Project Cost	1,295,863.02
Less grant proceeds	914,294.00
Total owed from Rio Vista Property Owners	$ 381,569.02

Funds will be deposited into the Sewer capital replacement reserve annually at fiscal year end.

FISCAL INFORMATION: All Rio Vista sewer customers will be required to pay a monthly capital charge of $40 until the total of $381,569.02 has been repaid to the City.

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Adopt Ordinance #ORD2016-11

Initiated by: JS

ORDINANCE #ORD2016-11

AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA, AMENDING SECTION 70-31 OF THE CODE OF ORDINANCES TO BE CONSISTENT WITH STATE LAW REGARDING NOTIFICATION OF OWNERS WHEN ONSITE SEPTIC SYSTEMS ARE TO BE CONVERTED TO THE CITY'S CENTRAL SEWER SYSTEM; AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES TO AUTHORIZE THE IMPOSITION OF A SEWER FACILITY CAPITAL CHARGE ON RIO VISTA UTILITY FACILITIES CUSTOMERS OR PROPERTY OWNERS PURSUANT TO THE UTILITY PURCHASE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION AND AN EFFECTIVE DATE.

LEGISLATIVE FINDINGS

1. In 2011, the City of Dunnellon acquired the Rio Vista Utility Facilities, a privately owned water and wastewater system located outside the City's boundaries and within the City's 180 Utility Service District. The Sewer Facility had previously operated under a Florida Department of Environmental Protection ("FDEP") permit which expired, and the then-owner could not obtain a subsequent permit due to deficiencies in the Facility. FDEP gave assurances to the then-owner that, if the City of Dunnellon acquired ownership of the Facility, FDEP would dismiss its pending case against the owner.

2. Pursuant to a Utility Purchase Agreement dated August 22, 2011, the City acquired the Rio Vista Sewer and Water Assets in their "as is" condition and assumed all responsibility and liability for all Assets and for the operation and maintenance of the Facilities. Per the Agreement, the City pursued grants for design, construction, and permitting to connect the Rio Vista Sewer Facilities to the City's central sewer system. To reduce connection costs due from Rio Vista sewer customers, the City was awarded grant monies.

3. Paragraph 10 of the Utility Purchase Agreement contemplates that present and future owners of properties connected to the Rio Vista Sewer Facility would be billed a capital charge of approximately $20 to $40 per month, and such capital charge would be added to their monthly sewer bill until the sewer connection costs are paid in full (in approximately fifteen to twenty years). The capital charge reflects the costs which the City incurred to connect the Rio Vista Sewer Facility to the City's central sewer system after applying for grants. The capital service charge is in addition to any other utility charges which the City imposes upon its water and wastewater service customers per the City's Code.

4. Under paragraph 6 of the Agreement, the City is not to charge present or future Rio Vista sewer customers more than 31.1% of the connection costs, even if the City is unable to obtain grants. The City has incurred $381,569.02 in costs and legal fees associated with connecting the Rio Vista Sewer Facility to the City's central sewer system, which costs and fees have not been

reimbursed by grant funds. Such costs and fees comprise 29.45% of the connection costs (less than the required 31.1% of the connection costs), with the remaining costs being paid through grant funds. The City therefore shall bill Rio Vista sewer customers between $20 - $40 monthly for a period of approximately twenty years until the connection costs are paid to the City.

5. § 381.00655, Florida Statutes, sets forth a required dual notification process when onsite septic systems are to be connected to central sewage systems. The statute states that, "No less than 1 year prior to the date the sewerage system will become available, the [City] shall notify the affected owner of the onsite sewage ... system of the anticipated availability of the sewerage system and shall also notify the owner that the owner will be required to connect to the sewerage system within 1 year of the actual availability." The City Council finds it to be in the best interests of the City to incorporate the dual notification process into Chapter 70 of the Code of Ordinances.

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

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

SECTION 1. The City Council adopts the Legislative Findings above.

SECTION 2. Section 70-31 of Chapter 70, Article II, Division 1 of the City of Dunnellon Code of Ordinances is hereby amended as follows:

Sec. 70-31. - Connection required; waivers and exceptions.

(a) Connection required – two notifications. Pursuant to section 381.00655, Florida Statutes, the city shall notify owners of onsite septic systems that the city's sewer system will be available for connectivity. This initial notification shall occur no less than one year prior to the anticipated date when the city's sewer system will be available. The city shall provide a second notification to the owner that the owner will be required to connect to the city's sewer system within 90 days of the actual date of availability. Except as set forth in this section, when a city water and/or sewer main is made available and operative in a public right-of-way or easement abutting property within the city limits or within the city's water or wastewater utility service areas, any existing individual potable water supply and/or sewage disposal system, device or equipment shall, within 90 days from the second notification of availability by the city clerk or designee, be abandoned and the source of potable water and sewage disposal for the residence or building shall be from the city water and/or sewer main.

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SECTION 3. A new Article VII of Chapter 70, "Utilities," is hereby created:

ARTICLE VII. – RIO VISTA SEWER FACILITY CAPITAL CHARGE

Sec. 70-360. – Purpose.

In 2011, the City of Dunnellon acquired the Rio Vista Utility Facilities, a water and wastewater system located outside the City's boundaries and within the City's 180 Utility Service District, so that the Rio Vista Sewer Facility could obtain required permitting from the Florida Department of Environmental Protection. Pursuant to the Utility Purchase Agreement, to reduce connection costs due from Rio Vista sewer customers, the City pursued and obtained grant funds for design, construction, and permitting to connect the Rio Vista Sewer Facility to the City's central sewer system. Under the Agreement, present and future owners of properties connected to the Rio Vista Sewer Facility are to be billed a capital charge of approximately $20 to $40 per month until the sewer connection costs are paid in full in approximately fifteen to twenty years. The capital charge reflects the costs which the City incurred to connect the Rio Vista Sewer Facility to the City's central sewer system after applying for grants.

Sec. 70-361. – Rio Vista Sewer Facility Capital Charge.

(a) Present and future Rio Vista sewer customers or owners of Rio Vista property shall be charged a sewer facility capital charge of between $20 - $40 monthly for a period of up to twenty (20) years. The monthly charge shall be set by resolution of city council.

(b) The sewer facility capital charge shall be in addition to all other fees, costs, and penalties set forth in this chapter.

(c) These sewer facility capital charge shall be deposited into the sewer improvement fund.

SECTION 3. Severability. If any portion of this Ordinance shall be declared unconstitutional or if the applicability of this Ordinance or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Ordinance and the applicability of this Ordinance, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 4. Repeal of Inconsistent Ordinances. All Ordinances and parts of any Ordinance in conflict with this Ordinance are hereby repealed.

SECTION 5. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Dunnellon; that the Sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 6. Effective Date. This Ordinance shall be effective immediately upon adoption at the second reading/public hearing.

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

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the 12th day of December, 2016.

Ordinance Posted on the City's website on November 11, 2016. Public hearing advertised on the City's website on November 18, 2016 and advertised in the Riverland News on December 1, 2016.

ATTEST:

CITY OF DUNNELLON

_____
Dawn M. Bowne, M.M.C.
Interim City Manager/City Clerk

_____
Walter Green, Mayor

Approved as to Form and Legal Sufficiency:

_____
Andrew Hand, City Attorney

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and the Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 18th day of November 2016.

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

Supplemental Information

Rio Vista WWTP Decommissioning Project

Legal Fees for Capital Charge Ordinance #2016-11	$ 1,575.00
Newspaper Ad-Ordinance Public Hearing	28.30
Rio Vista WWTP Decommissioning Project Cost	1,294,259.72
Grand Total all Costs	$1,295,863.02
Grant Funding Received	$ 914,294.00
Total to Bill Rio Vista Customers	$ 381,569.02
% of total project billed to Rio Vista Customers	29.45

Supplemental Information

Rio Vista Capital Charge Repayment Schedule

Principal Amount	381,569.02	
Monthly Payment		40
# of Customers		43
Annual Payment	20,640.00	
Years to Pay		18.49

	Beginning Balance	Annual Collections	Ending Balance
Year 1	381,569.02	13,760.00	367,809.02
Year 2	367,809.02	20,640.00	347,169.02
Year 3	347,169.02	20,640.00	326,529.02
Year 4	326,529.02	20,640.00	305,889.02
Year 5	305,889.02	20,640.00	285,249.02
Year 6	285,249.02	20,640.00	264,609.02
Year 7	264,609.02	20,640.00	243,969.02
Year 8	243,969.02	20,640.00	223,329.02
Year 9	223,329.02	20,640.00	202,689.02
Year 10	202,689.02	20,640.00	182,049.02
Year 11	182,049.02	20,640.00	161,409.02
Year 12	161,409.02	20,640.00	140,769.02
Year 13	140,769.02	20,640.00	120,129.02
Year 14	120,129.02	20,640.00	99,489.02
Year 15	99,489.02	20,640.00	78,849.02
Year 16	78,849.02	20,640.00	58,209.02
Year 17	58,209.02	20,640.00	37,569.02

Year 18	37,569.02	20,640.00	16,929.02
Year 19	16,929.02	16,929.02	-

Assumes no additional sewer customers over 19 years
Year 1 - Effective date January 1, 2017. Capital Charge Billed over 8 months

CITY OF DUNNELLON
2016 LIAISON ASSIGNMENTS (AMENDED 04/11/2016)

CITY BOARDS	**MEETINGS PER MONTH**	**STAFF / COUNCIL LIAISON**
City Council Meetings 2nd Monday (4th Monday when needed) 5:30pm	1	City Manager/City Clerk
City Council Workshops Wednesday prior to Council Meeting (2nd meeting in month when needed) 5:30 p.m.	1	City Manager/City Clerk
CRA Board/City Council Prior to Council Meeting/Workshop	Quarterly	City Manager/City Clerk Community Development
Planning Commission 3rd Tuesday 5:30 p.m.	1	Community Development City Manager
Tree Board 4th Thursday at 5:30 p.m.	1	Community Development City Manager
Special Magistrate To be assigned - considering As needed 1st Tuesday at 9:30 a.m.	1	Community Devlpmnt/ Code Enforcement City Manager
Historic Preservation Advisory Board 2nd Tuesday 5:30 p.m.	1	Community Development City Manager
CRA Advisory Board 4th Monday 5:00 p.m.	1	Community Development City Manager
Utility Advisory Committee 3rd Monday 3:00 p.m.	1	Councilman Hancock City Manager
ASSIGNMENTS OUTSIDE CITY GOVERNMENT	**MEETINGS PER MONTH**	**COUNCIL LIAISON**
Transportation Planning Organization 4th Tuesday 4:00 p.m.	1	Councilman Hancock Alternate Mayor Whitt
TPO Advisory	1	City Manager/Staff
SWFWMD Last Tuesday 9:00 a.m.	1	Councilman Hancock
Chamber of Commerce 1st Tuesday 6:00 p.m.	1	Councilwoman Hancock
Dunnellon Business Association	1	Councilman Green
County Commission 1st & 3rd Tuesday 9:00 a.m.	2	Rotation of Council members to attend
Concern Citizens of Chatmire Community Center	As needed	Councilman Green
FLOC	As needed	City Manager
Council Against Sub. Abuse 3rd Monday 11:30 a.m.	1	City Manager
Tourist Development Council 2nd Wednesday 9:00 a.m.	1	Mayor Whitt

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