

**Amended Agenda
City of Dunnellon
City Council Workshop
20750 River Drive, Dunnellon, FL 34431
January 5, 2022
5:30 p.m.
Join Zoom**

<https://dunnellon.zoom.us/j/87154123627?pwd=S25qcWV4bEZ1ampPM1ZldHNYU2Vwdz09>

Webinar ID: 871 5412 3627

Dunnellon City Council Workshop will be held on January 5, 2022, at 5:30 p.m. at Dunnellon City Hall

Public Comment- Anyone who wishes to provide public comment will be able to do so by participating in the City Council meeting in person, or via the Zoom **"AUDIO ONLY"** platform and/or telephone, by speaking during public comment portions of the meeting when recognized per the instructions below or by submitting written comments, evidence and/or written testimony in advance of the meeting via email to the City Clerk modom@dunnellon.org

Members of the public who would like to participate are encouraged to register in advance by Noon on Wednesday, January 5, 2022. Please see instructions below on how to register.

Instructions on How to Listen and/or Participate in the Meeting

Attachment: [Meeting Instructions \(PDF\)](#)

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 do so if no invitees/citizens volunteer.)

Roll Call

Proof of Publication - The agenda was posted on Wednesday, December 29, 2021 to the City's website and City Hall bulletin board. The agenda was amended on December 30th to update backup for item #9, add backup to item #10 and add items #14, #15 and #16.

1. **Public Comments**
2. **Dunnellon Chamber & Business Association Report**
3. **Board Reports**

4. **Presentation - EV Charging Stations, Joe Josephson**
5. **Presentation of Foxfire Realty Marketing Proposal and Listing Agreement for 11808 N. Ohio Street – Van Akin, Foxfire Realty**
6. **Proposal to Renew Contract for Annual Financial Audit with Powell & Jones CPAs for an Additional 3 Years Through Fiscal Year Ending September 30, 2024**

Documents:

[Agenda Summary Powell and Jones Amendment 5 to Agreement AGR2009-03.pdf](#)

7. **Proposed Resolution #RES2022-01, Surplus Vehicles and Equipment (Backup to be Provided)**
8. **Police Vehicle Repair - Chief McQuaig**

Documents:

[Agenda Summary Emergency Police Vehicle Repair.pdf](#)

9. **Proposed Agreement #AGR2022-01 And Proclamation #PRO2022-02 Dunnellon Blueway Community - Georgina Cid, Community Development Manager**

Documents:

[Agreement AGR2022-01 Florida Paddling Trails Association Blueway Community.pdf](#)

[Proclamation PRO2022-02 Florida Paddling Trails Blueway Community.pdf](#)

10. **Wayfinding Signs - Georgina Cid, Community Development Manager**

Documents:

[Agenda Summary Wayfinding Signage.pdf](#)

11. **Council Discussion - CRA Advisory Board**

12. **Discussion Points - Mayor White**

- 125th Anniversary Park Funds
- Cost Analysis of Vendors and Consultants
- Blue Run Park Restroom Project
- Marion County Commission Meeting Regarding Turnpike Extension

13. **Proclamations**

- PRO2021-10, Dunnellon School Choice
- PRO2021-11, Centenarian Clinton Burns

Documents:

[PRO2021-10 Dunnellon School Choice Week.pdf](#)
[PRO2021-11 Centenarian Clinton Burns_Version 2_for ratification.pdf](#)

14. Proposed Agreement #AGR2021-23 Marion County Animal Control Services

Documents:

[Agreement AGR2021-23 Marion County Animal Control Services.pdf](#)

15. Special Event - Rainbow Springs Artist Co-Op (RSAC), Permission for Service and Consumption of Alcoholic Beverages

Documents:

[Agenda Summary RSAC Special Event Application for Alcohol Waiver.pdf](#)

16. Reappointments for the Historic Board and Planning Commission

Documents:

[Agenda Summary Historic Board and Planning Commission Reappointment.pdf](#)

17. Council Comments

18. Department Head Comments

19. City Attorney Comments

20. Public Comments

Tentative Agenda for Council Meeting Monday, January 10, 2022 at 5:30 p.m.

Consent Agenda

- Approval of Minutes
- Authorize Mayor to Sign Amendment #5 to Agreement #AGR2009-03, Powell & Jones CPA's
- Authorize Mayor to Sign Agreement #AGR2022-01 Dunnellon Blueway Memorandum of Understanding
- Approve Proclamation #PRO2022-01, Dunnellon School Choice
- Ratify Proclamation #PRO2021-11, Centenarian Clinton Burns
- Waive Sec. 6-4 of the City Code, Possession or Consumption on Public Property or on Private Property without Permission, During the hours of 5:00 p.m. to 7:00 p.m. on February 4, 2022, for Application #PZ20220089 for RSAC Special Event, restricted to the indoors of 20804 W. Pennsylvania Ave.
- Approval of the Historic Board and Planning Commission Reappointments

Regular Agenda

- Resolution #RES2021-16, Amending the March 2008 Blue Run Park Management Plan
- Public Hearing - Ordinance #ORD2021-02, Blue Run Park
- Final Reading Ordinance #ORD2021-02, Blue Run Park
- Public Hearing - Ordinance #ORD2021-03, Animal Control
- Final Reading Ordinance #ORD2021-03, Animal Control
- Agreement #AGR2021-23, Marion County Animal Control Services
- Resolution #RES2022-01, Surplus Vehicles and Equipment

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.

Future Meetings:

January 10, 2022 Council Meeting - 5:30 pm

City of Dunnellon
Agenda Summary Form

Meeting Date: January 5, 2021

1. Responsible Department: Finance
2. Presenter: Jan Smith
3. Recommended Action: Authorize the Mayor to execute Amendment #5 to AGR#2009-03 Powell & Jones CPA's - \$19,000

Subject: Proposal to renew contract for annual financial audit with Powell & Jones CPA's for an additional 3 years through fiscal year ending September 30, 2024.

Request for Approval Summary Explanation & Background:

Powell & Jones have been the City's auditors since 2009. Audits have been performed in a timely manner in order to remain in compliance with bond covenants and State statute. The staff of Powell & Jones CPA's is both professional and pleasant to work with. They minimally impact staff outside of the Finance Department. Not only do they perform the annual financial audit they also provide accounting and financial guidance throughout the year at no additional cost.

This amendment holds the cost of the audit steady at \$19,000 per year. This is the amount the City has been charged annually since 2019. Although CRA is audited annually and the results are included in the Citywide audit report there is a new requirement by the Auditor General to have a separate stand-alone annual financial audit of CRA. The proposed annual cost includes the new CRA audit requirement.

Procurement Method:

Fiscal Information:

Attorney Review:

City of Dunnellon
Agenda Summary Form

Meeting Date:

1. Responsible Department: Police
2. Presenter: Chief McQuaig
3. Recommended Action: N/A-Council Information Only

Subject: Police Vehicle Repair

Request for Approval Summary Explanation & Background:

The purchasing policy requires staff to inform Council when an emergency purchase in the amount greater than \$4,999.99 is made in the interest of the health and welfare of the community.

On November 30, 2021 the Chevrolet Tahoe used by the Police Department required major repair in the amount of \$5,330.25. The detail of which is attached. C. J. Transmissions, Inc. was selected as they are familiar with all the City's Police vehicles. They provided free diagnostic service and gave the City a preferred customer discount of \$471.24.

This repair falls under the heading of emergency since a patrol vehicle was taken out of service for a period of time.

Procurement Method:

Fiscal Information:

Attorney Review:

City of Dunnellon
Agenda Summary Form

Meeting Date: January 5, 2021

1. Responsible Department: Community Development
2. Presenter: Georgina Cid, Community Development Manager
3. Recommended Action: Authorize the Mayor to execute Agreement #AGR2022-01 with the Florida Paddling Trails Association (FPTA)

Subject: Agreement #AGR2022-01, Memorandum of Understanding (MOU) between the City of Dunnellon to be referred as “Blueway Community” and Florida Paddling Trail Association “FPTA”

Request for Approval Summary Explanation & Background:

FPTA is an association that develops, promotes and protects blueways and paddling trails throughout the state of Florida. They provide a variety of outdoor activities to Florida eco-tourism and contribute to our economy, while educating the public.

They have asked that we establish this MOU to accomplish mutually beneficial objectives as it will connect visitors to the wonders of nature within our trails and the amenities we have to offer.

City of Dunnellon will be recognized as a Blueway Community and this will educate local businesses of the value of the Blueway as an economic resource; enable both parties to apply for targeted grants to assist in the community’s efforts towards nature-based tourism development, economic development and trail-related infrastructure development through the development of promotional products, educational resources or signature events; increase awareness of the Blueway from a responsible eco-tourism perspective and promote responsible tourism development within the community and support of the Blueway.

Procurement Method: N/A

Fiscal Information: Annual Membership i/a/o \$50.00

Attorney Review: Yes

Agreement #AGR2022-01
Memorandum of Understanding
**Between Florida Paddling Trails Association
and the City of Dunnellon, Florida**

This Memorandum of Understanding (MOU) is entered into by and between Florida Paddling Trails Association, a 501(c)(3) non-profit Florida organization, located at PO BOX 142082 Gainesville, FL 32614, hereinafter referred to as “FPTA,” and the City of Dunnellon, Florida, hereinafter referred to as “Blueway Community.”

Purpose: The purpose of this MOU is to promote natural Florida as a destination for visitors to the state who increasingly ask for outdoor experiences and places to paddle. The provisions herein signify the intentions of each of the parties and recognize the value of accomplishing the mutually beneficial objectives listed herein. Notwithstanding the intent and alignment of interests of both parties, this MOU is not a legally enforceable contract. Accordingly, the provisions stated herein are not legally binding.

Statement of Mutual Interests and Benefits: FPTA is dedicated to developing, promoting, and protecting blueways and paddling trails throughout the state of Florida, providing a variety of outdoor experiences throughout Florida to connect visitors to the wonders of nature. The Blueway Community is in proximity to Florida Paddling Trails and offers basic tourism amenities and can be marketed as a nature-based tourism destination, resulting in local economic stimulus and increased public awareness of natural Florida.

This MOU is established between FPTA and the Blueway Community to help each other accomplish mutually beneficial objectives:

- A. Educate local businesses of the value of the Blueway as an economic resource.
- B. Enable both parties to apply for targeted grants to assist in the community’s efforts towards nature-based tourism development, economic development, and trail-related infrastructure development through the development of promotional products, educational resources, or signature events.
- C. Increase awareness of the Blueway from a responsible eco-tourism perspective.
- D. Promote responsible tourism development within the community and support of the Blueway.

In consideration of the above premises, the parties agree as follows:

FPTA shall:

1. Promote the Blueway Community as a destination through its website and other media.
2. Offer outreach materials to the community such as brochures, newsletters, posters, displays, etc.
3. Provide detailed information on paddling opportunities near the community that can be reproduced and distributed to visitors to Blueway Community.

4. Provide periodic guided paddles that depart from or end at the Blueway Community.
5. Provide support at local festivals or other community events to encourage interest in the Blueway, when possible.
6. Make available signage with the Florida Paddling Trail Blueway Community logo for posting at the entrances to Blueway launch sites.

Blueway Community shall as it deems appropriate:

1. Include the Blueway and the FPTA in their promotional materials.
2. Make Blueway information available to the public at the local visitor centers and allow FPTA displays consistent with space allocated for other organizations.
3. Coordinate with the local FPTA contact regarding periodic guided paddles or events.
4. Consider supporting special events that promote the Blueway via promotion when appropriate.
5. Consider Encouraging local businesses to provide discounts on accommodations or special weekend packages for visitors who show their FPTA membership card by communication with the local chamber of commerce.
6. Install the two Florida Paddling Trails Blueway Community signs at the entrances of the Blueway |Community as soon as possible after the issuance of the Proclamation.

We, the undersigned, have agreed on the contents of this MOU. Any changes must be agreed to by both parties.

Blueway Community (Dunnellon, Florida)

Signed _____

Date

Title

Florida Paddling Trails Association

Signed _____

Date

Title



PROCLAMATION #PRO2022-02

FLORIDA PADDLING TRAIL BLUEWAY COMMUNITY

WHEREAS, The City of Dunnellon is in close proximity of the Rainbow and Withlacoochee Rivers/Parks; and

WHEREAS, the Florida Paddling Trails Association is the Steward of the Florida paddling trails and continues as Florida's volunteer organization for developing and maintaining paddling trails throughout the State; and

WHEREAS, such paddling trails and Blueways provide a year-round source of pleasure and recreation to Florida's citizens and visitors to Florida; and

WHEREAS, many of the citizens in and around the community of City of Dunnellon and other visitors and citizens of Florida are becoming more health conscious and are turning to paddling as one of the major forms of maintaining a healthy body; and

WHEREAS, the community of City of Dunnellon is an ideal destination for many of today's visitors to the Sunshine State, and

WHEREAS, City of Dunnellon offers a variety of outdoor and cultural experiences to residents and visitors, and

WHEREAS, available supporting services and facilities such as lodging and restaurants make City of Dunnellon an outstanding heritage and nature-based tourism destination; and

WHEREAS, casual paddlers, day paddlers, and weekend paddlers want to enjoy the Rainbow and Withlacoochee Rivers/Parks, and surrounding blueways, and the community of City of Dunnellon can provide the gateway to their experience.

NOW, THEREFORE, The City Council of the City of Dunnellon, Florida does hereby proclaim City of Dunnellon a

FLORIDA PADDLING TRAIL BLUEWAY COMMUNITY

and commends the Florida Paddling Trail Association for its work in developing and maintaining Florida's paddling trails and further encourages all residents of and visitors to City of Dunnellon to paddle on the Rainbow and Withlacoochee Rivers/Parks and enjoy the surrounding natural waterways.

PASSED AND DULY ADOPTED in regular session this 10th day of January 2022.

CITY OF DUNNELLON, FLORIDA

William P. White, Mayor

ATTEST:

Amanda L. Odom, CMC, City Clerk

City of Dunnellon
Agenda Summary Form

Meeting Date: January 5, 2022

1. Responsible Department: Community Development
2. Presenter: Georgina Cid
3. Recommended Action: Piggyback on City of Weston's competitively bid contract with Graphplex Signs for purchase, installation and maintenance of directional and wayfinding signage in the Historic District per Sec. 2-382 of the City Code.

Subject: Historic District Directional and Wayfinding Signage

Request for Approval Summary Explanation & Background:

As part of our economic development strategy to promote community approach to planning, attract and retaining businesses, build on human capital and preserve a sense of place unique to our City, we are putting together a project for wayfinding signs within our city starting within our Historic District. Our focus is branding, business development and place making to transform our city with a powerful multi-purpose solution. The primary purpose is to provide safe passage for pedestrians and vehicles through our city and this way make us more accessible. These wayfinding signs will be a great navigating tool which not only will educate and inform visitors of their new surroundings to help familiarize themselves with the features, amenities and function of the space they find themselves in, but will also help our city create our own identity and landmark. It is imperative that we deliver a better experience to our residents, businesses and visitors by aiding navigation and orientation in a flawless and simple but effective manner. A good wayfinding system needs well designed signage that will create well-structured paths with a unique outdoor streetscape for fond memories that will keep everyone wanting to come back.

Community Development has done extensive research and this resulted in two options:

1. Piggy back on another city's existing wayfinding signage contract that has already been competitively bid, or
2. Prepare our own RFP for competitive bids.

Staff has already contacted local entities requesting quotes but have found that they don't have the capability to do this large scale project.

We received a very attractive design and quote from Graphplex Signs selected via RFP by the City of Weston (voted the winner of the Broward County MPO Complete Streets Community Award 2021 for leading by example in creating better streets) in south Florida and have obtained their contract which we will be reviewing for legal sufficiency with regard to piggybacking.

Staff respectfully requests Council approval of the following:

1. Authorize the piggyback option contingent upon review by our city attorney, and
2. Approve attached quote from Graphplex for the purchase, installation and maintenance of the directional and wayfinding signage project.

Procurement Method: Piggyback for Wayfinding Signage

Fiscal Information: Funds Budgeted in FY2021-2022 CRA Budget. This complies with the City's Purchasing Ordinance 2015-08, Section 2-382(2).

Attorney Review: Required

PROCLAMATION #PRO2021-10

COMMEMORATING CITY OF DUNNELLON SCHOOL CHOICE WEEK

WHEREAS, all children in the City of Dunnellon should have access to the highest-quality education possible; and

WHEREAS, the City of Dunnellon recognizes the important role that an effective education plays in preparing all students in the City of Dunnellon to be successful adults; and

WHEREAS, quality education is critically important to the economic vitality of the City of Dunnellon; and

WHEREAS, the City of Dunnellon is home to a multitude of excellent education options from which parents can choose for their children; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS, our area has many high-quality teaching professionals who are committed to educating our children; and

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

NOW, THEREFORE, be it proclaimed the City Council of the City of Dunnellon, Florida, does hereby recognize January 23 – 29, 2022 as:

“City of Dunnellon School Choice Week”

and call this observance to the attention of all of our citizens.

PASSED and PROCLAIMED this 13th day of December 2021.



DUNNELLON CITY COUNCIL

William P. White, Mayor

Valerie Hanchar, Vice-Mayor

C. Anita Williams, Councilwoman

Louise Kenny, Councilwoman

Jan Cabbage, Councilwoman

ATTEST:

Amanda Odom, CMC
City Clerk, City of Dunnellon
State of Florida



PROCLAMATION #PRO2021-11

**IN HONOR OF CENTENARIAN
CLINTON C. BURNS**

WHEREAS, Today, January 2, 2022, marks an extraordinary day in our great City. Clinton C. Burns celebrates a “youthful” one-hundredth birthday; and

WHEREAS, Clinton was born to Lennon Burns, a phosphate miner, and Ida Burns in Felicia, near Hernando, Florida. He was one of seven children and the only son. He moved to Dunnellon with his parents and siblings in 1926 and began his formal schooling in a little church school before attending Booker T. Washington High School; and

WHEREAS, In 1942, at the age of 20, during the early stages of the US involvement in World War II, Mr. Burns, as did thousands of African Americans who had been denied the full benefits of American citizenship, valiantly joined the army committed to doing his part to win the war. He served in South Hampton, England before courageously landing on the beaches of Normandy aboard a LST 542 class tank. After D-Day he served in Belgium and Germany; and

WHEREAS, during World War II, Mr. Burns served with the Third Army, 364th Engineer Combat Regiment under the command of General George S. Patton as a truck driver with the famed Red Ball Express. The Red Ball Express, comprised mostly of African American soldiers, was the supply truck convoys that were instrumental in the Allies’ race across France in the summer and fall of 1944, which succeeded because of the men’s devotion and sense of duty; and

WHEREAS, on July 4, 1945 Mr. Burns was honorably discharged from the Army as Technician 5th Grade and the recipient of five campaign medals for his service including; Normandy, Cherbourg, Aachen and the Battle of the Bulge. After dutifully serving his country, with a sense of pride, Mr. Burns returned to a segregated America where people of color were subject to Jim Crow law, and denied the full benefits of American citizenship, including the right to vote; and

WHEREAS, upon his return, Mr. Burns worked on the Cross Florida Barge Canal lock, in the phosphate mines and hauled pulp wood. In 1950 he married Idella Coston, to whom he was married for 63 years until her death in 2013. They built a home in south Dunnellon and raised eight children - Lois, Christine, Linton and Clinton (twins), Reginald, Althea, Daryl and Mavis. He has twenty-six grandchildren and nineteen great grandchildren. Mr. Burns worked for Atlantic Coastline Railroad for 15 years before working for Florida Power Corporation where he retired after sixteen years of service. He continues to remain active; and

WHEREAS, Mr. Burns has seen many changes over the last century and remains uplifted and hopeful. He stays busy maintaining several lawns and enjoys visiting his grandchildren. He is a longtime Baptist deacon and member of the Mt. Olive Missionary Baptist Church. He enjoys singing and is often invited to sing at area churches and events throughout Citrus and Marion Counties. He has been an Honorary Police Officer with the Dunnellon Police Department for eight years and has been featured in numerous news articles, most recently in the Citrus County Chronicle on June 5, 2021. Mr. Burns has been recognized for his community and military service including: The Certificate of Congressional Recognition from former Congresswoman Karen Thurman on January 29, 2002; Certificate of Recognition from the Marion County Board of County Commissioners dated November 11, 2016, City of Ocala Proclamation in recognition of the 75th Anniversary of D-Day dated June 6, 2019 and City of Dunnellon Proclamation honoring him on March 9, 2020.

NOW, THEREFORE BE IT PROCLAIMED that the Dunnellon City Council recognizes January 2, 2022 as “Clinton C. Burns Day” in honor of his outstanding life accomplishment reaching his 100th birthday. A life well lived of dedication and service to his family, his Country and the people of the City of Dunnellon is appreciated. He has earned the respect of the residents and friends of the community. Delivered with great pride on this this 2nd day of January 2022.

DUNNELLON CITY COUNCIL

William P. White, Mayor

Valerie Hanchar, Vice-Mayor

C. Anita Williams, Councilwoman

Louise Kenny, Councilwoman

Attest:

Amanda L. Odom, CMC, City Clerk

Jan Cabbage, Councilwoman

City of Dunnellon
Agenda Summary Form

Meeting Date: January 5, 2022

1. Responsible Department: Animal Control
2. Presenter: Troy Slattery, Public Works Manager
3. Recommended Action: Authorize the Mayor to execute Agreement #AGR2021-23 with Marion County for Animal Control Services

Subject: Animal Control Services provided by Marion County (following adoption of Ordinance #ORD2021-03, Marion County Animal Control Regulations)

Request for Approval Summary Explanation & Background:

The current agreement with Marion County to provide certain specific animal control services dates back to 2009. Due to increasing costs, Marion County has presented the City with a new proposed agreement that will cover all animal control services offered by the County. The fee associated with this agreement is based on a formula used by the State of Florida for the distribution of the ½ cent sales tax. This formula takes into consideration Dunnellon's population. The fee will be a flat rate per year based on .45% of Marion Counties' prior year actual expenses. The State formula is being applied to all jurisdictions within Marion County for Animal Control Services.

Marion County is proposing to phase in the cost of the services provided at 50% for FY2022, 75% for FY2023 and 100% thereafter. For FY2021-2022 the amount due will be \$4,256.58 or 50% of \$8,513.15.

Procurement Method:

Fiscal Information: FY 2021-22 budget \$4,257

Department Head Approval: MO/TS

Attorney Review: Yes

INTERLOCAL AGREEMENT #AGR2021-23
BETWEEN
MARION COUNTY
AND
CITY OF DUNNELLON
FOR PROVISION OF ANIMAL CONTROL SERVICES
FOR PROTECTION OF THE PUBLIC

THIS INTERLOCAL AGREEMENT, (hereinafter “Agreement”) is entered into this by and between **MARION COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “COUNTY”) and the **CITY OF DUNNELLON**, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY”)

WHEREAS, Chapter 163.01, Florida Statutes, (2019) authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, COUNTY AND CITY are “public agencies” within the meaning of Chapter 163, Florida Statutes, Intergovernmental Programs, Part I, Section 163.01, the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, the parties to this Agreement have the common power to regulate and control animals within their respective geographic jurisdictions; and

WHEREAS, COUNTY has an animal control unit, commonly referred to as “Marion County Animal Control” (hereafter referred to as “Animal Control”); and

WHEREAS, COUNTY operates the Marion County Animal Control Center, and

WHEREAS, COUNTY has provided assistance in the past to CITY pursuant to an Interlocal agreement, dated August 4, 2009, regarding Animal Control and it is in the public interest to continue such services; and

WHEREAS, COUNTY AND CITY, recognizing changed circumstances, desire to enter a new Interlocal agreement regarding COUNTY’s Animal Control unit providing services to CITY as set forth hereinafter;

WHEREAS, CITY has adopted COUNTY’s Animal Control ordinance; and

NOW THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for the mutual benefits of COUNTY and CITY, and their respective citizens, the parties agree as follows:

1. **RECITALS**

The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

2. **PURPOSE AND INTENT**

The parties enter into this Agreement for the purpose and intent of improving public safety, by designating Marion County Animal Control officers and employees as those with authority to perform animal control services and enforcement within the corporate limits of the CITY and to authorize COUNTY, its agents and employees to perform animal control functions within the corporate limits of the CITY.

3. **ASSISTANCE REGARDING ANIMAL CONTROL**

A. COUNTY shall assist CITY by responding to calls regarding violations of the Marion County Animal Control Ordinance within the CITY limits and processing and enforcing such cases in accordance with the COUNTY's animal control policies and normal operating procedures for such cases.

B. CITY delegates to COUNTY, as its enforcing agency, the right to impose fines for violations of the Marion County Animal Control Ordinance, in accordance with the Schedule of Fines attached hereto, or any additional amendments as updated by the COUNTY, or to refer cases for Court Proceedings.

C. Cases involving dangerous dogs shall be processed by COUNTY and heard by COUNTY's Dangerous Dog Board. CITY delegates to COUNTY, its agents and employees, the authority to refer dangerous dog cases to the Dangerous Dog Board.

D. Animal abuse offenders, as defined in the Marion County Code of Ordinances, residing within the limits of the CITY shall be included in the Marion County Animal Abuser Registry and subject to its requirements.

E. All persons and entities located within the limits of the CITY shall be prohibited from transferring ownership or possession of any animal to any person listed on the Marion County Animal Abuser Registry.

4. **CALLS DIRECT TO COUNTY**

COUNTY shall accept direct calls from CITY or citizens regarding the need for animal control services within the CITY limits.

5. **PRIORITIZING CALLS**

COUNTY shall be solely responsible to prioritize and answer calls for service within the CITY limits, taking into consideration other calls from the COUNTY and available resources.

6. **PAYMENT**

CITY will compensate the COUNTY annually on April 1 for services performed based on a pro rata share of the actual expenditures by COUNTY for Animal Control Services for the Fiscal Year ending two (2) years prior to the annual payment. The pro rata share will be based on the formula derived from the Local Government Sales Revenue Estimates for Marion County published annually two (2) years prior to the payment by The Florida Legislature's Office of Economic and Demographic Research.

On April 1, 2022, CITY will pay fifty percent (50%) of their pro rata share of the actual expenditures. On April 1, 2023, CITY will pay seventy five percent (75%) of their pro rata share of the actual expenditures. On April 1, 2024 and all annual payments thereafter, CITY will pay one hundred percent (100%) of their pro rata share of the actual expenditures.

7. **TERM**

The term of this Agreement shall commence and be effective upon the last signature below and shall continue through September 30, 2026 (the "Term"). Thereafter this Agreement shall renew automatically on an annual basis unless terminated by either party as provided for in Section "8" below.

8. **TERMINATION**

A. **Convenience**

For convenience, CITY or COUNTY may terminate this Agreement and its rights and responsibilities under this Agreement for any reason upon providing the other party with ninety day (90) prior written notice of intent to terminate.

B. **Default**

This Agreement may also be terminated for default if the defaulting party is provided thirty (30) days to cure the default following written notice from the non-defaulting party served according to Section "9" below. The parties agree to work cooperatively to avoid the need for a termination for default and to minimize any disruptions that may occur if termination for default is invoked.

9. **NOTICES**

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person

designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as they party may have specified by written notice to the other party delivered according to this Section.

For COUNTY: County Administrator Copy to: Marion County Animal Services
 601 SE 25th Avenue 5701 SE 66th St,
 Ocala, Florida 34471 Ocala, FL 34480

For CITY:

 City of Dunnellon
 20750 River Drive
 Dunnellon, FL 34431

10. **PUBLIC RECORDS**

A. **Obligations**

The parties acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2019), as this statute may be amended from time to time, to release public records to members of the public upon request.

B. **Statute Controls and Immediate Termination**

The parties acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2019), as this statute may be amended from time to time and that State law controls over the terms of this Agreement. Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

C. **Contacts**

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: PublicRelations@MarionFL.org

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

Amanda Odom, City Clerk
City of Dunnellon City Hall
20750 River Drive
Dunnellon, FL 34431
Phone: 352-465-8500
Email: modom@Dunnellon.org

11. **EMPLOYEE STATUS**

Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of the other party, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to such other party's officers and employees either by operation of law or by such other party.

12. **SEVERABILITY**

If any provision of this Agreement or the application of this Agreement is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

13. **GOVERNING LAW, JURISDICTION, AND VENUE**

The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Marion County, Florida. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court.

14. **ENTIRE AGREEMENT**

This Agreement shall constitute the entire agreement between the parties hereto. This Agreement shall be binding upon the parties and their successors in interest, in accordance with its terms. No modification or amendment of this Agreement shall be binding or valid unless it is in writing, approved by the parties and executed on behalf of each of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates as shown below.

ATTEST:

MARION COUNTY, a political
subdivision of the State of Florida
by its Board of County Commissioners

GREGORY C. HARRELL
Clerk of the Court

JEFF GOLD, Chairman

Date: _____

Date: _____

For Use and Reliance of Marion
County Only, Approved as to
Form and Legal Sufficiency:

MATTHEW G. MINTER
Marion County Attorney

ATTEST:

CITY OF DUNNELLON, a municipal
corporation in the State of Florida

AMANDA ODOM
City Clerk

WILLIAM P. WHITE
Mayor

Date: _____

Date: _____

For Use and Reliance of City of Dunnellon
Only, Approved as to
Form and Legal Sufficiency:

City Attorney

(Schedule "A" on following pages)

Schedule “A”

Animal Control Fees and Penalties Provided for in Marion County Code of Ordinances

Code Section	Description of Offense or Violation	1st Offense	2nd Offense	3 rd and Subsequent Offense
4-7	Impounding authority of officers, interference prohibited	\$250	MCA*	MCA*
4-8	Licensure, exemptions, requirements	\$100	\$200	MCA*
4-9(a)	Rabies vaccination required – Failure to have animal vaccinated	\$100	\$200	MCA*
4-9(c)	Failure by veterinarian to comply with reporting rabies vaccinations	\$150	\$300	MCA*
4-10(a), (b), (c)	Microchipping-Failure to have animal microchipped	\$100	\$200	MCA*
4-11(a), (b)	Control of animals-On or off the real property limits of owner	\$100	\$200	MCA*
4-11(e)	Control of animals- Results in bite or injury to a person or an animal. Failure to confine humanely while in heat (estrus)	\$250	\$500	MCA*
4-11(f)	Control of animals- Livestock fencing minimum requirements	\$250	\$500	MCA*
4-12	Animals creating a nuisance	\$200	\$400	MCA*
4-13	Humane treatment for animals; improper tethering	\$200	\$400	MCA*
4-14	Animals in motor vehicles or vessels	\$200	\$400	MCA*
4-15 (g)(1)	Animal Abuse Offender possessing animals	MCA*	MCA*	MCA*
4-15(h)	Person transferring animal to Animal Abuse Offender	\$100	\$200	MCA*
4-15(e)	Failure to contact Maintaining Agency to update Registry information	\$100	\$200	MCA*
4-17 (b)(4)	Impoundment, redemption, adoption microchip requirements after quarantine	\$100	\$200	MCA*
4-18 (a)(b)(c)	Sale of dogs and cats-public or private streets, rights-of-way, flea market, private parking lots or any open air venue sales prohibited; violation of pet shop provision	\$150	\$300	MCA*
4-19	Requirement for sales of dogs and cats-Failure to provide health certificate	\$200	\$400	MCA*

4-22	Violating any dangerous dog provision	\$500	MCA*	MCA*
4-28	Irresponsible Pet Owner	\$300	\$400	MCA*
4-29	Kennel License Violation	\$150	\$300	MCA*
*Fees for services provided by Marion County Animal Services (MCAS) charged according to the current MCAS fee schedule (Dangerous dog registrations, dangerous dog license, pet adoptions, capture and restraint, licensure, microchip, retail pet shop inspections, etc.)				

*MCA means Mandatory Court Appearance

City of Dunnellon
Agenda Summary Form

Meeting Date: January 5, 2022

1. Responsible Department: Community Development
2. Presenter: Georgina Cid
3. Recommended Action: Waive Sec. 6-4 of the City Code, possession or consumption on public property or on private property without permission, during the hours of 5:00 p.m. to 7:00 p.m. on February 4, 2022, for Application #PZ20220089 for RSAC, restricted to the indoors of 20804 W. Pennsylvania Ave.

Subject: Rainbow Springs Artist CO-OP (RSAC) Special Event Permit Application

Request for Approval Summary Explanation & Background:

In accordance with Code Section 6.8 Waivers for Festival Events, RSAC event organizers are requesting a waiver of Code Section 6-4 to allow the service and consumption of alcoholic beverages during an event on February 4, 2022 from 5:00 p.m. to 7:00 p.m. indoors at 20804 W. Pennsylvania Avenue, a public building currently leased to RSAC.

Sec. 6-8. - Waivers for festival events.

(a) Upon request by organizers of any city-approved festival, ceremony, or celebration, the city council may waive specific sections of the restrictions and prohibitions of this chapter. (b) The waiver shall set forth the specific sections of this chapter being waived, the location, time and other restrictions established by the city in its sole discretion deemed necessary to promote and protect the health, safety and welfare of the public. (c) Any restrictions imposed by the city council shall be strictly enforced and are a precondition to such waiver. Failure to adhere to the restrictions shall vitiate the waiver and all persons violating such restrictions shall be considered in violation of this Chapter (d) There shall be no waiver of sections 6-5 and 6-7.

(Ord. No. 99-08, § 1, 8-9-1999)

Sec. 6-4. - Possession or consumption on public property or on private property without permission.

(a) It shall be unlawful for any person to consume or to have in his possession any alcoholic beverage in a publicly owned park or recreation area or on any public school property within the city. (b) It shall be unlawful for any person to consume or have in his possession any alcoholic beverage in an open container on any public street, thoroughfare, sidewalk, or alley or on any publicly owned, operated, leased or controlled public recreation area or other facility, including parking areas, within the city, nor shall any person except the owner or person placed in charge by the owner consume or have in his possession any alcoholic beverages in an open container on any private property, unless such person is a lawful guest and has the consent of the owner or person in charge of the private property.

(Code 1985, § 3-118)

Procurement Method: N/A

Fiscal Information: N/A

Attorney Review: N/A

City of Dunnellon

Agenda Summary Form

Meeting Date: January 5, 2022

1. Responsible Department: Community Development
2. Presenter: Georgina Cid, Community Development Manager
3. Recommended Action: Consideration of Re-Appointments to City Board/Commission

Subject: Board Appointments

Request for Approval Summary Explanation & Background:

Historic Preservation Board Membership:

1. Chair Dane Myers term expires January 14, 2022. Chair Myers is eligible for re-appointment and wishes to continue as a full member. We have no other applications for membership at this time.
 - Upon consideration and successful motion to approve, re-appoint Chair Dane Myers to full member on the Historic Preservation Board for a three-year term, effective January 14, 2022 – January 14, 2025.
2. Full member, Mrs. Viola Soffe term expires January 14, 2022. Mrs. Soffe is eligible for re-appointment and wishes to continue as a full member. We have no other applications for membership at this time.
 - Upon consideration and successful motion to approve, re-appoint Mrs. Viola Soffe to full member on the Historic Preservation Board for a three-year term, effective January 14, 2022 – January 14, 2025.
3. Second Alternate member, Mr. Martin Moughan term expires January 9, 2022. Mr. Moughan was appointed to fill an unexpired vacancy and is eligible for re-appointment and wishes to continue as an alternate member. Further the First Alternate Member seat is vacant and we request Mr. Moughan be appointed to First Alternate Member. We have no other applications for membership at this time.
 - Upon consideration and successful motion to approve, re-appoint Mr. Martin Moughan as the First Alternate Member on the Historic Preservation Board for a three-year term, effective January 9, 2022 – January 9, 2025.

Planning Commission Membership:

1. Full member, Ms. Donna “Dusty” Walters term expires January 11, 2022. Ms. Walters is eligible for re-appointment and wishes to continue as a full member. We have no other applications for membership at this time.

- Upon consideration and successful motion to approve, re-appoint Ms. Donna “Dusty” Walters to full member on the Planning Commission for a three-year term, effective January 11, 2022 – January 11, 2025.

Procurement Method: N/A

Fiscal Information: N/A

Attorney Review: N/A