

Agenda - **amended**  
City of Dunnellon  
Planning Commission Meeting  
February 16, 2021, 5:30 p.m.  
Join Zoom

<https://dunnellon.zoom.us/j/99247112055?pwd=NlorMGVuVUMxQnNqNkNSVUFpdkJzd09>

Meeting ID: 992 4711 2055

### Public Comment

Anyone who wishes to provide public comment will be able to do so by participating in the Planning Commission 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 Planning Assistant at [tmalmberg@dunnellon.org](mailto:tmalmberg@dunnellon.org)

Members of the public who would like to participate are encouraged to register in advance by Noon on Tuesday February 16th. Please see instructions below on how to register. A three (3) minute time limit will be administered during public comment.

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

Attachment: [Meeting Instructions PC](#)

One or more City Council members may attend this meeting and may speak.

### Call to Order

Pledge of Allegiance

Roll Call

Proof of Publication: The Agenda was posted on City's website and City Hall bulletin board on Tuesday, February 9, 2021; amended agenda posted on City's website, Monday, February 15, 2021, to add Item #1, minutes for approval.

1. Approval Of Minutes  
*December 15, 2020*  
*January 19, 2021*

Documents:

[Planning Commission 12-15-2020 Minutes.pdf](#)  
[Planning Commission 1-19-2021 Minutes.pdf](#)

2. Reports & Updates:

- Chairwoman D'Arville
- Commissioners
- Staff

3. Historic District Enhancement Plan DEO Technical Assistance Grant - Staff  
Joint Workshop scheduled for March 17, 2021 at 3:00 p.m. with City Council, Planning Commission & Historic Preservation Board to be led by Kenneth Metcalf, AICP, of Stearns, Weaver, et al

Documents:

Summary - TAC Grant Joint Workshop Historic District Enhancement.pdf  
Agreement AGR2020-28 Ken Metcalf Consultant For Historic District  
Enhancement Plan With Scope Of Work.pdf

4. Comprehensive Plans - Review & Discuss Designs
5. Public Comment
6. Adjournment

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Any person requiring a special accommodation at this meeting or 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. 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.

**Minutes  
City of Dunnellon  
Planning Commission Meeting  
December 15, 2020, 5:30 p.m.**

Chairwoman D'Arville called the meeting to order at 5:35 p.m. and led the Pledge of Allegiance

**Roll Call**

Members Present: Brenda D'Arville, John Pierpont, David Lancaster, David Short

Members Absent: Lisa Sheffield, Mary Ann Hilton

Staff Present: Lonnie Smith, Patrick Brackins, Lonnie Smith

**Proof of Publication:** The Agenda was posted on City's website and City Hall bulletin board on Tuesday, December 8, 2020; modified agenda posted on City's website December 14, 2020.

Prior to the first item on the agenda, Chairwoman D'Arville announced a special presentation for departing Community Development Manager, Lonnie Smith. Several members of the public and staff made presentations and spoke of Mr. Smith's excellent work over the past several years and thanked him for his dedication to the city and its citizens. Mr. Smith was presented with a plaque honoring and recognizing his service.

**1. Approval of Minutes:**

Following a moment to review the minutes, Chairwoman D'Arville called for a motion. Commissioner Lancaster motioned to approve the minutes of the September 15, 2020; October 20, 2020; and November 17, 2020, meeting minutes as submitted. Commissioner Pierpont seconded. The motion passed by unanimous vote, 4-0.

**2. Quasi-Judicial Hearing - Appeal Denial of Application for Building Permit 1819-177**  
Building Permit Application 1819-177, Keith Baxter, 11855 E. Blue Cove Drive, for a deck, denied. Property owner submitted an appeal in accordance with code to be heard by the Planning Commission

*Upon request by the appellant, continuance was granted. The hearing was postponed to a future date to be determined.*

**3. Public Hearing - Solar Farming - LDRs - ORD2020-10** Public hearing for review of comprehensive plan consistency of Ordinance #2020-10 amending land development regulations (LDRs) for Solar Farming by the Planning Commission acting as the Local Planning Agency (LPA)

Chairwoman D'Arville closed the regular meeting and opened the public hearing at 6:16 p.m. Lonnie Smith presented the staff report. There being no public or commissioners' comments, Chairwoman D'Arville closed the public hearing and reopened the regular meeting at 6:23 p.m.

**4. RESOLUTION - RES2020-31 for Ordinance ORD2020-10 Solar Farming Resolution #RES2020-31 finding of consistency and forwarding a recommendation of approval to City Council for consideration**

Commissioner Lancaster motioned to read Resolution #RES2020-31 by title only. Commissioner Short seconded. The motion passed by unanimous vote, 4-0. Chairwoman D'Arville read the resolution into the record by title as follows:

**RESOLUTION #RES2020-31**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF DUNNELLON, FLORIDA, SUPERSEDING AND REPLACING PLANNING COMMISSION RESOLUTION #RES2020-23; MAKING RECOMMENDATION TO THE CITY COUNCIL ON PROPOSED ORDINANCE 2020-10, PROVIDING FOR AN AMENDMENT TO THE CODE OF ORDINANCES, APPENDIX "A" OF THE LAND DEVELOPMENT REGULATION, SECTION 7.1, "TABLE OF PERMITTED USES" TO INCLUDE SOLAR FARMS IN SERVICE AND PUBLIC USES; AMENDING SECTION 7.2, "DISTRICT USE DEFINITIONS" TO CREATE A DEFINITION FOR "SOLAR FARM"; AMENDING SECTION 8.16, "AGRICULTURAL (A-1) TO INCLUDE SOLAR FARMS; AMENDING SECTION 8.17, "PUBLIC (P)" TO INCLUDE SOLAR FARM; AMENDING SECTION 9.1, "SPECIAL EXCEPTIONS" TO ADD CONDITION OF APPROVAL FOR SOLAR FARMS; PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.**

Having read the resolution by title, Chairwoman D'Arville called for a motion to approve, disapprove or approve with conditions. Commissioner Lancaster made a motion to approve Resolution #RES2020-31 for Ordinance #ORD2020-10 and forward to Council for consideration. Commissioner Short seconded. The motion passed by unanimous vote, 4-0.

**5. Reports & Updates:** Lonnie Smith reported that staff is working with Ken Metcalf to finalize the scope of work for the Historic District Enhancement Plan Technical Assistance Grant awarded to the City by the Department of Economic Development. The scope of work requires certain deliverables which will include joint workshop with Council and Planning Commission. Further information will be provided as it becomes available.

**6. Public Comment:** None.

**7. Adjournment:** There being no further discussion or comments, Chairwoman D'Arville called for a motion to adjourn. Commissioner Short made the motion to adjourn the meeting at 6:28 p.m. Commissioner Pierpont seconded. The motion passed by unanimous vote, 4-0.

Respectfully submitted,

Brenda D'Arville  
Chairwoman

Teresa A. Malmberg  
Recording Secretary

**Minutes  
City of Dunnellon  
Planning Commission Meeting  
January 19, 2021, 5:30 p.m.**

Chairwoman D'Arville called the meeting to order at 5:30 p.m. and led the Pledge of Allegiance

**Roll Call**

Members Present: Brenda D'Arville, Lisa Sheffield, John Pierpont, David Lancaster, David Short, Kathy Dunn

Members Absent: Mary Ann Hilton

Staff Present: Mike McQuaig, Patrick Brackins, Teresa Malmberg

**Proof of Publication:** The Agenda was posted on City's website and City Hall bulletin board on Tuesday, January 12, 2021.

Chairwoman D'Arville recognized Police Chief Mike McQuaig, Interim City Administrator, who introduced Matthew Leibfried as the 90-day emergency hire to fill the Community Development Manager position. The position will be advertised in the near future at which time Mr. Leibfried may apply and be considered with other candidates who might apply. Until then, Mr. Leibfried's experience with the City of Ocala will be beneficial to maintaining progress in Community Development. Mr. Leibfried provided a summary of his work with the City of Ocala and said he looks forward to working with the commission and staff. Chairwoman D'Arville welcomed Mr. Leibfried, and thanked Chief McQuaig for his efforts on behalf of community development and the planning commission.

**1. Welcome & Recognition:**

Chairwoman D'Arville welcomed new board member, 2<sup>nd</sup> Alternate, Kathy Dunn, and thanked her for volunteering. Commissioner Dunn gave a brief personal and career history. Chairwoman D'Arville recognized the reappointments of Mary Ann Hilton, full member and David Short, 1<sup>st</sup> Alternate.

**2. Nominations for Chair / Vice-Chair:**

Chairwoman D'Arville called for nominations as required January of each year. Commissioner Sheffield made a motion to nominate and approve Brenda D'Arville for Chair. Commissioner Lancaster seconded. The motion passed by unanimous vote, 5-0. Commissioner Lancaster made a motion to nominate and approve Lisa Sheffield as Vice-chair. Commissioner Pierpont seconded. The motion passed by unanimous vote, 5-0.

**3. Comprehensive Plans - Review & Discuss Designs:**

Chairwoman D'Arville provided an overview of the commission's long-standing desire to address the format and design of the city's comprehensive plan. She distributed copies of plans from other cities to assist in developing ideas and encouraged members to do the same throughout this process. Members discussed several ideas and direction including dropping the Volume II, adding a usable table of contents, and identify weaknesses, i.e., no business zone

and the city lacks accommodations for visitors. In future discussions, commissioners will need to consider how to approach reformatting.

Chairwoman D'Arville noted the next step in the Economic Development Strategy was brought up in a previous meeting, and the commission will need to take the next step. Information from the previous discussion with Lonnie Smith will be necessary, and requested staff provide at a future meeting. She also recommended commissioners refer to their Economic Development Strategy reports as a refresher. Please request a copy from staff if needed.

**4. Public Comment:**

Mayor Bill White thanked the Planning Commissioners for their continued dedication, and he congratulated the new member, Commissioner Dunn and reappointments, Commissioners Hilton and Short.

**5. Adjournment:**

There being no further comments, Chairwoman D'Arville called for a motion to adjourn. Commissioner Lancaster made a motion to adjourn at 6:41 p.m. Commissioner Short seconded. The motion passed by unanimous vote, 5-0.

Brenda D'Arville  
Chairwoman

Teresa A. Malmberg  
Recording Secretary

City of Dunnellon  
Agenda Summary Form

**Meeting Date:** Workshop February 3, 2021

1. Responsible Department: Community Development
2. Presenter: T. Malmberg
3. Recommended Action: Schedule Joint Workshop

**Subject:** Joint Workshop Historic District Enhancement Plan – City Council, Planning Commission, and the Historic Preservation Board.

**Request for Approval Summary Explanation & Background:** The City was awarded a grant from the Department of Economic Opportunity that will allow for the creation of a Historic District Enhancement Plan and continued planning efforts for a mixed-use Village Center that would act as a catalyst for further public and private investment in our Historic District. Additionally, the grant will allow for an evaluation of potential locations where a public-private partnership could be implemented to develop a maritime oriented urban district with multimodal connections to other points of interest.

The joint workshop is for the purpose of having Kenneth Metcalf, AICP, grant consultant, present Deliverable 1 documents and obtain the public, Council, Planning Commission and Historic Preservation Board input. Mr. Metcalf is available March 17, 2021. Staff recommends Council consider scheduling the workshop on March 17, 2021, at 3:00 p.m. Mr. Metcalf estimates two hours will be needed. Authorize staff to advertise and send out flyers encouraging public participation.

**Procurement Method:** N/A

**Fiscal Information:** N/A

**Department Staff Approval:** *tam*

**City Administrator Approval:**

**Attorney Review:** N/A

STEARNS WEAVER MILLER  
WEISSLER ALHADEFF & SITTERSON, P.A.

Reggie L. Bouthillier  
106 East College Avenue, Suite 720  
Tallahassee, FL 32301  
Direct: (850) 329-4844  
Cell Phone: (850) 528-7693  
Email: rbouthillier@stearnsweaver.com

August 18, 2020

Dale Burns, Mayor  
City of Dunnellon  
20750 River Drive  
Dunnellon, FL 33431

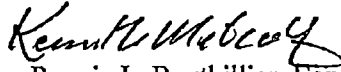
VIA E-MAIL

Dear Mayor Burns,

On behalf of the firm, I want to extend my appreciation to you for giving Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (the "Firm") the opportunity to provide legal representation, planning, and other services to the City of Dunnellon in regard to preparing the City's Historic District Enhancement Plan. Attachment "1" details the proposed Scope of Work for this matter. If the enclosed "Terms and Conditions of the Firm's Representation" meet with your approval, please sign below and forward a copy via email.

We look forward to working with you. If you have any questions regarding the foregoing, or if we may be of service in any fashion, please do not hesitate to call us.

Cordially,

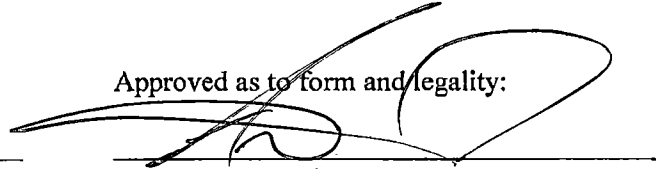
  
Reggie L. Bouthillier, Esq.  
Kenneth B Metcalf, AICP

Agreed to by:  
CITY OF DUNNELLON

  
DALE BURNS, MAYOR  
Date: 11/9/2020

ATTEST  
  
Mandy Roberts, M.M.C., City Clerk

Approved as to form and legality:

  
Andrew Hand, City Attorney



## TERMS AND CONDITIONS OF THE FIRM'S REPRESENTATION

1. **Scope of Engagement:** Our representation of the Client will encompass legal, planning, and other services to the City of Dunnellon as specified in Attachment 1 ("**Subject Matter**")
2. **Client:** Our Client for this subject matter is City of Dunnellon ("**Client**")
3. **Fees:** The Firm will charge Client based on the actual hours and fraction of hours required for our staff to accomplish the Client's representation related to the Subject Matter. The rates the Client will be charged will be based upon the hourly rate of the attorney, planner, paralegal, or other billing professional performing the services. The Firm's primary team will consist of Ken Metcalf<sup>1</sup>, Director of Planning, and Chris Smith<sup>2</sup>, GIS Director. Ken Metcalf's billing rate is \$380 and as a courtesy to the Client will discount his rate to \$285. Chris Smith's billing rate is \$150 and as a courtesy to the Client will discount his rate to \$100. Any additional services requested beyond the Subject Matter will be billed at the hourly rates specified herein. This Scope of Work is subject to further refinement based on the Grant Agreement to be executed between the City and the Florida Department of Economic Opportunity and will not exceed \$35,000 as set forth in Attachment "1 "
4. **Invoices:** The Firm will keep careful records of the dates services are rendered and the nature of the services. The Client will receive a statement following the completion of each phase of work as set forth in Attachment "1." Client will pay invoices within 20 days following DEO approval of deliverable.
5. **Termination of Engagement:** The Client may at any time terminate our representation for any reason upon providing written notice to the Firm. Such termination shall not, however, relieve the Client of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination.

Our Firm reserves the right to withdraw from our representation and terminate this agreement for any reason upon written notice to the client and subject to the Florida Rules of Professional Responsibility. Without limiting the foregoing, Client consents to the Firm's withdrawal from this engagement if continuing with it would be, in the Firm's professional opinion, unlawful or unethical or in the event that the Client does not timely pay the Firm's invoices in accordance with this agreement, fails to cooperate and be truthful, fails to respond to requests for production including requests for electronically stored information, fails to respond to the Firm's communications and requests for information, or if irreconcilable differences develop. In the event of termination by the Client or the Firm, the Client shall be responsible for payment of all unpaid fees through the date of withdrawal.

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<sup>1</sup> Please note that Ken Metcalf the Director of Planning and is a highly experienced and certified planner. Ken is not an attorney and is not authorized to practice law.

<sup>2</sup> Please note that Chris Smith is a highly experienced GIS analyst. Chris is not an attorney and is not authorized to practice law.

In the event that either the Firm or the Client terminates the engagement, we will take such steps as are reasonably practicable to protect the Client's interests in the matter of our representation, and the Client agrees to take all steps necessary to relieve us of any obligation to perform further, including the execution of any documents necessary to perfect our Firm's withdrawal from any litigation, arbitration, mediation or other proceedings of any kind and the Client agrees not to oppose our request to withdraw

6. **Conclusion of Representation; Retention and Disposition of Public Records:** Unless previously terminated or stated otherwise, our representation of the Client in this matter will terminate upon the Firm sending the Client a final statement for services. The Firm recognizes that it is a contractor of services to the Client and therefore, in accordance with §119.0701, Florida Statutes, it shall.

(a) Keep and maintain public records that ordinarily and necessarily would be required by the Client in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed the cost provided under the Public Records Law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Client all public records in possession of the Firm upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client upon termination of this Agreement.

(e) If the Firm does not comply with a public records request, the Client shall enforce the provisions above. In any legal proceeding against the Firm for non-compliance with a public records request, if the Client is the prevailing party, it is entitled to an award of its attorney fees and costs.

(f) Upon request by the Client, the Firm shall promptly provide copies of public records which pertain to this Agreement to the Client.

(g) Upon completion of this contract, Firm shall transfer, at no cost, to Client all public records in possession of Firm or keep and maintain public records required by Client to perform the service. If the Firm transfers all public records to Client upon completion of the contract, Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Firm keeps and maintains public records upon completion of the contract, Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology systems of Client.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

**AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK'S OFFICE  
CITY OF DUNNELLON  
20750 RIVER DRIVE  
DUNNELLON, FL 34431  
DBOWNE@DUNNELLON.ORG  
(352) 465-8500**

7. **Consent to Future Conflicts**: The Client recognizes that the Firm is a relatively large law firm and represents many other local governments, companies and individuals. Thus, during or after the time we are representing the Client, we may also represent other present or future clients in matters adverse to the Client that are unrelated to this representation. Based on the foregoing, the Client agrees that our representation of it in this matter will not disqualify the Firm from opposing it in other matters that are unrelated to the Subject Matter of this representation. The Firm agrees, however, not to use any proprietary or other confidential information of a nonpublic nature concerning the Client acquired by the Firm as a result of our representation of the Client to its material disadvantage in connection with any litigation or other matter in which we are opposed to it, and if requested by the Client, we will formally screen any lawyers and staff working on the adverse matter from the attorneys and staff working on this matter.
8. **Choice of Law, Jurisdiction, and Venue**: All of the rights and obligations of the Firm and the Client arising under or related to this Agreement shall be governed by the laws of the State of Florida. In the event of any litigation arising out of or relating in any way to our representation, the Firm and the Client agree that the exclusive jurisdiction and venue shall be the Circuit Court in Marion County where the Client is located.
9. **Entire Agreement**: This Agreement constitutes the entire understanding and agreement between the Client and the Firm regarding the terms of our engagement for the Subject Matter and supersedes any prior understandings and agreements, written or oral. If any provision of this Agreement is held by a court, arbitration, or other panel to be invalid, void, or unenforceable, the remainder of the provision shall remain in full force and effect.

Attachment "1"  
SCOPE OF WORK

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
<p><b>A. Deliverable 1.</b> Analyze and Evaluate Properties within the Historic District for their Development Potential, Subcontract or Notice</p> <p>Grantee shall analyze and evaluate properties within the Historic District for their development potential, hold a joint workshop with the Planning Board and City Council, and provide a copy a subcontract, amendment to a subcontract, or notice to DEO in accordance with Section 3.A. of this Scope of Work.</p> <p>Deliverable due date <b>March 31, 2021</b></p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following</p> <ol style="list-style-type: none"> <li>1. A Summary Report of the analysis and evaluation, including maps/tables of relevant features of parcels evaluated</li> <li>2. Workshop agenda, notice and presentation materials.</li> <li>3 Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1</li> </ol> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available</p>	<p style="text-align: center;">\$20,000 00</p>	<p>As provided in Section 12 of this Scope of Work, below</p>
<p><b>Deliverable 2.</b> Draft the Historic District Enhancement Plan, Hold Planning Board public hearing on Draft Historic District Enhancement Plan, Hold City Council Public Hearing to Approve</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following</p> <ol style="list-style-type: none"> <li>1. Draft Historic District Enhancement Plan</li> <li>2. Copy of the public</li> </ol>	<p style="text-align: center;">\$15,000 00</p>	<p>As provided in Section 12 of this Scope of Work, below</p>

<p>the Plan, Subcontract or Notice</p> <p>Grantee shall prepare a draft of the Historic District Enhancement Plan, hold a City Council Workshop to present the proposed Historic District Enhancement Plan and provide a copy of a subcontract, amendment to a subcontract, or notice in accordance with Section 3 B of this Scope of Work.</p> <p>Deliverable due date <b>May 31, 2021</b></p>	<p>notification, agenda, material presented and summary report or minutes from the Planning Board</p> <p>3 Copy of the public notification, agenda, material presented and summary report or minutes from the City Council Public Hearing.</p> <p>4 Copy of a subcontract or amendment to an existing subcontract entered into by the Grantee, if any, or an email or other document notifying DEO that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2.</p> <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available</p>		
<p><b>Total Amount Not to Exceed \$35,000.00</b></p>			