

**Agenda**  
**City of Dunnellon**  
**City Council Workshop**  
**20750 River Drive, Dunnellon, FL 34431**  
**March 9, 2022**  
**5:30 p.m.**  
Join Zoom

<https://dunnellon.zoom.us/j/89114915048?pwd=bllkcU5peHkxWINYd0RTdCtwWFZsQT09>

Webinar ID: 891 1491 5048

**Dunnellon City Council Workshop will be held on March 9, 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](mailto:modom@dunnellon.org)

Members of the public who would like to participate are encouraged to register in advance by Noon on Wednesday, March 9, 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, March 2, 2022 to the City's website and City Hall bulletin board.

1. **Public Comments**
2. **Dunnellon Chamber and Business Association Report**

Documents:

**3. Board Reports**

**4. Agreement #AGR2022-08, Dunnellon Little League**

Documents:

[Agreement AGR2022-08 Dunnellon Little League.pdf](#)

**5. Mockingbird Drive and West Blue Cove Drive Roadway Project**

Documents:

[Mockingbird Drive and West Blue Cove Drive Roadway Project.pdf](#)

**6. Ordinance #ORD2022-04, Business Tax Receipt**

Documents:

[Ordinance ORD2022-04 Business Tax Receipt.pdf](#)

**7. Request For Proposal #RFP2022-01, Wood Pavilion Shade Shelters**

Documents:

[Agenda Summary RFP2022-01 Wood Pavilion Shade Shelters.pdf](#)

**8. Resolution #RES2022-03, Amending the March 2008 Blue Run Park Management Plan**

Documents:

[Resolution RES2022-03 Amending the March 2008 Blue Run Park Management Plan.pdf](#)

**9. Ordinance #ORD2022-02 Blue Run Park Commercial Use Exceptions**

Documents:

[Ordinance ORD2022-02 Exceptions to Blue Run Park Commercial Use Prohibition.pdf](#)

**10. Discussion- Florida Minimum Wage Increase**

Documents:

[Agenda Summary Minimum Wage Increase.pdf](#)

**11. Discussion - Boat Launch Fees**

## 12. Council Comments

## 13. Department Head Comments

## 14. City Attorney Comments

## 15. Public Comments

Tentative Agenda for Council Meeting Monday, March 14, 2022 at 5:30 p.m.

### Consent Agenda

- Approval of Minutes
- Authorize Mayor to sign Agreement #AGR2022-08, Dunnellon Little League Use Agreement
- Authorize Staff to Request Sealed Bids for the Mockingbird Drive and West Blue Cove Drive Roadway Project

### Regular Agenda

- Resolution #RES2022-03 Amending the March 2008 Blue Run Park Management Plan
- First Reading - Ordinance #ORD2022-02, Blue Run Park Commercial Use Exceptions
- First Reading - Ordinance #ORD2022-04, Business Tax Receipt
- Public Hearing - Ordinance #ORD2022-03, Purchasing Policy
- Final Reading - Ordinance #ORD2022-03, Purchasing Policy
- Annual Evaluation - Chief McQuaig

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:**

- March 14, 2022 City Council Meeting - 5:30 pm
- March 21, 2022 Special CRA Meeting - 5:00 pm

# Dunnellon City Council Report

March 2022

Chamber Report

## **New Members**

Studio 118

Decca Realty

Shari's Scentsy Wax and Warmers

## **Upcoming Events**

- March 16 Business After Hours at Barbers & Beers starting at 5:30. Please RSVP by March 14.
- March 19-20 Rainbow Springs Art Festival
- March 22 Monthly Networking Dinner Mixer at Rainbow Springs Village Church Catered by Bubba Ques Starting at 5:30. Please Rsvp by March 18.
- April 2 is our last First Saturday Market in the Park for the Season. They will resume in November.
- April 9 is Our Boomtown Days in the historic downtown, from 9-5

City of Dunnellon  
Agenda Summary Form

**Meeting Date:** March 14, 2022

1. Responsible Department: City Clerk
2. Presenter: Mandy Odom, City Clerk
3. Recommended Action: Authorize the Mayor to sign Agreement #AGR2022-08, Dunnellon Little League Use Agreement

**Subject:** Dunnellon Little League Use Agreement

**Request for Approval Summary Explanation & Background:**

The City entered into a use Agreement #AGR2017-01 with Dunnellon Little League on February 13, 2017 for a period of five years. The agreement is now expired.

The proposed renewal is through September 13, 2026, consistent with the end of the City's Sublease Agreement #LEA2021-01 with the State of Florida, and may be renewed for successive five-year periods upon written agreement of both Parties.

**Procurement Method:** n/a

**Fiscal Information:** n/a

**Department Head Approval:** MO

**Attorney Review:** Yes or No

**USE AGREEMENT BETWEEN DUNNELLON LITTLE LEAGUE, INC. AND THE  
CITY OF DUNNELLON, FLORIDA #AGR2022-08**

**THIS USE AGREEMENT** is entered into this \_\_\_\_th day of \_\_\_\_\_, 2022 by and between the City of Dunnellon, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as “City”) and Dunnellon Little League, Inc., a not-for-profit corporation (hereinafter referred to as “Little League”).

**WHEREAS**, Little League, Inc., and the City of Dunnellon, Florida entered into a Lease Agreement on May 11, 1998 and entered into Addenda to the Lease Agreement, the last one being the Second Addendum #2009-21, which terms expired on May 12, 2014; and

**WHEREAS**, Little League, Inc., and the City of Dunnellon, Florida entered into a Use Agreement on February 13, 2017 for a period of five (5) years; and

**WHEREAS**, the Parties desire to enter into a Use Agreement under terms as set forth under this Use Agreement.

**NOW THEREFORE**, in consideration of the mutual benefits accruing to the Parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties agree as follows:

**SECTION ONE. Recitals.** This Use Agreement incorporates the above “WHEREAS” clauses.

**SECTION TWO. Use of Property.** The City has leased and is currently leasing and in possession of property from the Office of Greenways and Trails (hereinafter referred to as “OGT”) or its successor in interest. Said property is assigned Parcel Identification Number 34529-003-00 by the Marion County Property Appraiser, as depicted on the Property Record Card of the Marion County Property Appraiser attached hereto as Exhibit “A” and made part of this Use Agreement.

**SECTION THREE. Term of Agreement.** Unless terminated earlier as provided herein, the term of this Use Agreement shall commence on the Effective Date as defined in Section Fourteen herein and terminate on September 13, 2026.

**SECTION FOUR. Renewal of Agreement.** This Agreement may be renewed for successive five-year (5) periods upon written agreement of both Parties. If the Agreement expires prior to renewal by written agreement by the Parties, the terms of this Agreement shall govern until the Parties enter into an extension of or amendment to this Agreement.

**SECTION FIVE. Termination.** In addition to the remedies set forth in Section Eleven herein, either party may terminate this Agreement without cause upon 180 days' written notice to the other party; provided, however, if OGT or its successor in interest revokes the City's sublease of the property or the sublease is otherwise terminated, this Agreement shall be null and void, and the City shall give timely written notice to the Little League.

**SECTION SIX. Use Fee.** In recognition of the valid public purpose which Little League serves to the citizens of the City, its fee to utilize the property shall be at the reduced sum of One Dollar (\$1.00) per year, payable on February 1, 2022, and on February 1<sup>st</sup> each year thereafter. If February 1<sup>st</sup> of any year during the term of this Agreement falls on a weekend or holiday, the fee shall be due on the first business day following February 1<sup>st</sup>.

**SECTION SEVEN. Conditions of Use.**

- A. The City shall allow Little League to use all ballfields, facilities and adjacent parking within the boundaries of the chain-link fence so long as Little League takes no action to jeopardize the lease with OGT or its successor in interest.
- B. The City shall take no action to jeopardize its lease with OGT or its successor in interest.
- C. Should the lease with OGT or its successor in interest be revoked by OGT or its successor, this Agreement shall be null and void.
- D. Any improvements to the property by the Little League or any other individual or entity must be authorized pursuant to the terms of the City's sublease with OGT.

**SECTION EIGHT. Maintenance Responsibilities of Little League.**

- A. The Little League shall maintain the property and the facilities in a safe, clean and secure condition, and said property and facilities shall continue to be a public facility with access to all Marion County residents.
- B. The Little League, in coordination with the City, shall be responsible for coordinating all organized use of the property and facilities.
- C. The Little League will administer and operate the property and the facilities in such a manner as to prevent any usage thereof from becoming a public nuisance.
- D. The Little League will endeavor to protect mature trees and productive timber on the leased lands from fire, mechanical damage, or removal without prior authorization from the City.
- E. The Little League shall be responsible for all utilities required for the operation of the field.

**SECTION NINE. Responsibilities of the City.**

- A. To avoid scheduling and use conflicts, the City will coordinate with the Little League and shall not schedule any organized activities on the property without consideration by the Little League.
- B. The City will provide water and garbage service and will mow the areas outside the limits of the playing fields.
- C. The City will take no steps to interfere with the purposes for which this Agreement is provided.

**SECTION TEN. Insurance and Indemnification.**

- A. The Little League shall purchase and maintain, at its own expense, such general liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the use by the Little League under this Agreement. The insurance shall have minimum limits of coverage of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. All insurance



coverage shall be with insurer(s) approved by the City and licensed by the State of Florida to engage in the business of writing of insurance. The City shall be named on the foregoing insurance policies as "additional insured."

- B. The Little League shall cause its insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. The "Youth Sports Organization" shall continuously maintain such insurance in the amounts, type, and quality as required by this paragraph.
- C. The Little League agrees that it shall indemnify, hold harmless, and defend the City from any and all claims arising from the activities and responsibilities performed by or required of the Little League under the terms and conditions of this Agreement.
- D. The Little League shall provide the City with annual proof of any and all policies of insurance as required by this Agreement.

**SECTION ELEVEN. Default; Remedies.**

- A. *Default.* The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by the Little League:
  - 1. The failure by the Little League to observe or perform any of the covenants, terms, or conditions of this Agreement to be observed or performed by the Little League, as set forth above.
  - 2. The failure by the Little League to make any payment required to be made by the Little League hereunder, as and when due.
- B. *Remedies.* In the event of any such default or breach by the Little League is not cured within thirty (30) days after written notice thereof, the City may at any time thereafter, with or without further notice or demand and without limiting the City in the exercise of any right or remedy which the City may have by reason of such default or breach:

1. Terminate the Little League's right to use the premises, in which case, this Agreement shall terminate and the Little League shall no longer be allowed to use the property.
2. Pursue any other remedy now or hereafter available to the City under the laws or judicial decisions of the State of Florida.

**SECTION TWELVE. Miscellaneous Provisions.** This Agreement reflects the total understanding of the Parties and may not be amended unless such amendment is in writing agreed to by both the Parties hereto. The Parties agree that should any interpretation of this Agreement be required, it shall be interpreted under the laws of the State of Florida. Venue shall lie in Marion County, Florida. The prevailing party in any litigation concerning this Agreement shall be entitled to reasonable attorney's fees and costs.

**SECTION THIRTEEN. Notice and contact person(s).**

- A. In the event that the Little League may need to contact the City pursuant to any and all covenants, terms, or conditions of this Agreement or for any other reasons pertinent hereto, the City's contact person shall be:

City Clerk  
20750 River Drive  
Dunnellon, FL 34431  
352-465-8500 ext. 1002

- B. In the event that the City may need to contact the Little League pursuant to any and all covenants, terms, or conditions of this Agreement or for any other reason pertinent hereto, the Little League's contact person shall be:

President, Dunnellon Little League, Inc.  
Post Office Box 704  
Dunnellon, FL 34430

By October 1 of each year, the Little League shall notify the City's contact person in writing of the correct President's name and contact number.

**SECTION FOURTEEN. Effective Date.** The Effective Date of this Use Agreement shall be the date the last party executes this Agreement.

**City:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

Attest:

City of Dunnellon, Florida

\_\_\_\_\_  
Amanda Odom, CMC, City Clerk

\_\_\_\_\_  
William P. White

**Dunnellon Little League, Inc.**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

Dunnellon Little League, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

City of Dunnellon  
Agenda Summary Form

**Meeting Date:** March 9, 2022

1. Responsible Department: Roads & Streets
2. Presenter: Troy Slattery
3. Recommended Action: Authorize Staff to request sealed bids for the Mockingbird Drive and West Blue Cove Drive roadway project.

**Subject:** Mockingbird Drive and West Blue Cove Drive Roadway Project

**Request for Approval Summary Explanation & Background:**

Kimley Horn has completed the Design and Construction Plans for the resurfacing of Mockingbird Drive and West Blue Cove Drive roadway project. The estimated cost of this project is \$151,950 which is attached to this agenda summary.

**Procurement Method: Sealed Bid**

**Fiscal Information: Funding for this project is included in FY2021-2022 budget \$150,000 a budget amendment will be presented to Council at fiscal yearend if needed.**

**Department Head Approval: Troy Slattery**

**Attorney Review: N/A**

**ENGINEER'S OPINION OF PROBABLE COST  
FOR  
MOCKINGBIRD DRIVE AND W BLUE COVE DRIVE ROADWAY PROJECT**

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION & DEMOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
2	BONDS AND INSURANCE	LS	1	\$ 5,000.00	\$ 5,000.00
3	MAINTENANCE OF TRAFFIC	LS	1	\$ 7,500.00	\$ 7,500.00
4	SURVEY LAYOUT AND RECORD DRAWINGS	LS	1	\$ 5,000.00	\$ 5,000.00
5	PROFESSIONAL SITE VIDEO TAPING (PRE & POST CONSTRUCTION)	LS	1	\$ 2,000.00	\$ 2,000.00
6	OPEN AREA RESTORATION (INCLUDES ROW RESTORATION, GRADING, AND SODING)	SY	600	\$ 6.00	\$ 3,600.00
7	RECLAMATION OF EXISTING ASPHALT	SY	3260	\$ 15.00	\$ 48,900.00
8	LIMEROCK BASE (LBR 100) FOR BUILDUP OF RECLAIMED SECTIONS	TN	100	\$ 20.00	\$ 2,000.00
9	SP 9.5 ASPHALTIC SURFACE COURSE FOR OVERLAY, 1.25" DEPTH	TN	225	\$ 155.00	\$ 34,875.00
10	THERMOPLASTIC PAVEMENT MARKINGS (6")(DOUBLE)(SOLID YELLOW)	LF	400	\$ 1.10	\$ 440.00
11	THERMOPLASTIC STOP BAR (24")(SOLID WHITE)	LF	60	\$ 10.00	\$ 600.00
12	SILT FENCE	LF	1000	\$ 1.71	\$ 1,710.00
<b>SUMMARY</b>					
				<b>PROJECT SUB TOTAL</b>	<b>\$ 126,625.00</b>
				<b>CONTINGENCY (20%)</b>	<b>\$ 25,325.00</b>
				<b>PROJECT GRAND TOTAL</b>	<b>\$ 151,950.00</b>

*The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.*

City of Dunnellon  
Agenda Summary Form

**Meeting Date:** March 9, 2022

1. Responsible Department: City Clerk
2. Presenter: City Clerk
3. Recommended Action: Consider Adoption of Ordinance #ORD2022-04, Business Tax Receipts

**Subject:** Proposed Ordinance #ORD2022-04, Business Tax Receipts

**Request for Approval Summary Explanation & Background:**

Subsection four (4) of § 205.0535, Florida Statutes, provides that municipalities may every other year after adoption of local business tax receipts increase said taxes up to five (5%) percent, provided not less than majority plus one of the members of the City Council approve the Ordinance adopting such increase.

The City of Dunnellon has an opportunity to increase the Business Tax Receipt (BTR) fees by 5%, or \$2.87. The fee for current businesses would become effective October 1, 2022 because they have already been processed for the current fiscal year. The fee increase would be realized by any new business if adopted. The current fee of \$57.42, adopted in 2017, would increase to \$60.29.

With approximately 435 current BTRs, the additional revenue to be realized in FY2023 is estimated at \$1,248.45. Revenue will fluctuate with the flow of business within the City limits of Dunnellon.

The current BTR Ordinance states: The rental of two or more properties or units shall qualify the landlord/owner thereof as engaging in business. Due to the increasing number of vacation rentals in the City, the proposed ordinance amends the language to qualify the landowner/owner as engaging in business if there are one or more properties or units, including short term and/or vacation rentals. To date, it has been difficult for the City to capture BTR revenue via rentals and this provision will increase the City's ability to do so. A projection of this additional revenue is yet to be established.

**Procurement Method:** N/A

**Fiscal Information:** Increased BTR Revenue

**Department Head Approval:** Mandy Odom

**Attorney Review:** Yes

**ORDINANCE #ORD2022-04**

**AN ORDINANCE OF THE CITY OF DUNNELLON, AMENDING SECTION 18-49 OF THE CODE OF ORDINANCES BY INCREASING BUSINESS TAX RECEIPT FEES CURRENTLY LISTED IN SAID SECTION BY THE AMOUNT OF FIVE PERCENT (5% = \$2.87) AS ALLOWED BY SECTION 205.0535(4) FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Dunnellon in 1994 adopted a reclassification and revision Ordinance with respect to Occupational Licenses after having first established and received the report from an equity study commission as provided by Section 205.0535; and

**WHEREAS**, subsection four (4) of § 205.0535, Florida Statutes, provides that municipalities may every other year after adoption of local business tax receipts increase said taxes up to five (5%) percent, provided not less than majority plus one of the members of the City Council approve the Ordinance adopting such increase.

**WHEREAS**, the City Council has previously approved the following rate changes for items 1 – 3 in Section 1 below:

3/17/1994.....	\$45.00
8/27/2001 Ordinance #01-7.....	\$47.25 (5% increase=\$2.25)
7/14/2003 Ordinance #03-09.....	\$49.61 (5% increase=\$2.36)
6/13/2005 Ordinance #05-04.....	\$52.09 (5% increase=\$2.48)
7/23/2007 Ordinance #07-19.....	\$54.69 (5% increase=\$2.60)
9/06/2017 Ordinance #17-09.....	\$57.42 (5% increase=\$2.73)

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA AS FOLLOWS:

**Section 1.** The Code of Ordinances of the City of Dunnellon, Florida is hereby amended, by amending Section 18-49 entitled Schedule of Fees to read as follows:

**Section. 18-49. Schedule of Fees.**

The following business tax receipt fees shall be paid as hereinafter provided.

1. By any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any business within its jurisdiction.....~~\$57.42~~ \$60.29

- 2. By any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any profession or occupation within its jurisdiction.....~~\$57.42~~ \$60.29
- 3. By any person who does not qualify under subsection (1) or (2) and who transacts any business or engages in any occupation or profession in interstate commerce within the jurisdiction limits of the City, if the license tax is not prohibited by Section 8, Article I of the United States Constitution.....~~\$57.42~~ \$60.29
- 4. Additional requirements and qualifications:
  - a). The rental of ~~two~~ one or more properties or units (including short term and/or vacation rentals) shall qualify the landowner/owner thereof as engaging in business under this section.

**Section 2. Severability**

The provisions of this Ordinance are declared to be severable. If any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not effect validity of the remaining sections, sentences, clauses and phrases of this Ordinance, but shall remain in effect, it being the legislative intent that this Ordinance shall stand, notwithstanding the invalidity of any part.

**Section 3. Effective Date**

This ordinance shall be effective immediately upon passage.

**Upon motion duly made and carried,** the foregoing ordinance was adopted on the first reading on the 14th day of March 2022.

**Upon motion duly made and carried,** the foregoing ordinance was adopted on the second and final reading on the 11th day of April 2022.

Ordinance Posted on the City’s website on March 7, 2022. Public hearing advertised on the City’s website on \_\_\_\_\_, 2022 and advertised in the Riverland News on \_\_\_\_\_, 2022.

\_\_\_\_\_  
William P. White, Mayor

Attest:

\_\_\_\_\_  
Amanda L. Odom, CMC  
City Clerk



Approved as to form and Legal Sufficiency:

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Andrew Hand, City Attorney

**CERTIFICATE OF POSTING**

**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 this 7<sup>th</sup> day of March 2022 and on the City's Official Website the 7<sup>th</sup> day of March 2022.

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Amanda L. Odom, City Clerk

City of Dunnellon  
Agenda Summary Form

**Meeting Date:** March 9, 2022

1. Responsible Department: Parks & Recreation
2. Presenter: Troy Slattery
3. Recommended Action: Reject RFP#2022-01 Wood Pavilion Shade Shelters

**Subject:** RFP#2022-01 Wood Pavilion Shade Shelters

**Request for Approval Summary Explanation & Background:**

Staff advertised a Request for Proposals for two wood pavilion shade shelters at Chaplin A. Dinkins, III Memorial Park (City Beach). The City received 1 proposal from Robert Ripple Inc. in the amount of \$60,000. The proposal was considered to be non-responsive as requested items were not submitted as outlined in RFP. Staff's recommendation is to reject the proposal due to the cost of the project being too high.

**Procurement Method:** Sealed bid

**Fiscal Information:** Funding for this project in the amount of \$30,000 is included in FY2021-2022 budget

**Department Head Approval:** Troy Slattery

**Attorney Review:** N/A

**RESOLUTION #RES2022-03**

**A RESOLUTION OF THE CITY OF DUNNELLON AMENDING THE MARCH 2008 BLUE RUN OF DUNNELLON PARK MANAGEMENT PLAN AS SPECIFIED HEREIN; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the March 2008 Blue Run of Dunnellon Park Management Plan (the “MP”) provides for the establishment and administration of Blue Run Park; and

**WHEREAS**, the City of Dunnellon adopted the MP via Resolution #RES2010-15 on September 27, 2010; and

**WHEREAS**, the City of Dunnellon amended the MP via Resolution #RES2016-16 on January 10, 2022; and

**WHEREAS**, the City of Dunnellon desires to further amend the MP as set forth herein; and

**WHEREAS**, per the terms of the MP, the City, Marion County, and Florida Park Service have a direct interest in the management of Blue Run Park; and

**WHEREAS**, a copy of the amendments to the MP proposed herein have been provided to Marion County, the Florida Park Service, and Florida Communities Trust (“FCT”) for feedback and comment and none of the aforementioned entities have objected to the proposed amendments; and

**WHEREAS**, FCT has approved the amendments proposed herein in writing; and

**WHEREAS**, the City owns Blue Run Park and per the MP is the entity the primary responsibility for management of the Park and ensuring compliance with the MP; and

**WHEREAS**, the concept of the MP is to carefully overlay the required public facilities and trails on the property to ensure the long-term protection of Blue Run Park’s natural communities while providing park visitors with access to the Park’s exceptional natural resources and interpretive experiences; and

**WHEREAS**, the MP identifies the capital improvement facilities required for visitor comfort, access, and safety as well as the park’s maintenance, operational, and regulatory needs; and

**WHEREAS**, the MP recognizes the importance of a comprehensive approach for a successful park program; and

**WHEREAS**, the overall goal of the MP is to provide visitors with a safe experience in one Florida’s natural treasures, while ensuring that the park’s natural resources are protected for future generations; and

**WHEREAS**, Blue Run Park is intended to be managed for the conservation, protection,

and enhancement of natural resources and for public outdoor passive recreation that is compatible with the conservation, protection, and enhancement of the park; and

**WHEREAS**, the MP recognizes Marion County as the City of Dunnellon’s principal partner regarding protection of Blue Run Park and the park’s management; and

**WHEREAS**, Marion County has historically operated its K.P. Hole shuttle service as contemplated by the MP and as authorized per the MP’s requirements; and

**WHEREAS**, per the MP, commercial use of the park is prohibited except by written agreement approved by the City of Dunnellon and FCT; and

**WHEREAS**, commercial shuttling provided by entities other than Marion County (or its contractor on behalf of Marion County), for which an agreement has not been approved by FCT and the City of Dunnellon per the requirements of the MP, has caused and can cause park and parking lot congestion, damage to park resources, diminished enjoyment by park visitors, and can frustrate the intent and requirement that the park’s operation provide passive recreation only; and

**WHEREAS**, no commercial shuttling service other than the K.P. Hole shuttle service provided by Marion County (or its contractor on behalf of Marion County) is or has been authorized per the requirements and procedures set forth in the MP to operate within Blue Run Park; and

**WHEREAS**, in consultation with FCT, the City of Dunnellon desires to include language within the MP to make it explicitly clear that the K.P. Hole shuttle service is the sole transportation service authorized to operate within Blue Run Park; and

**WHEREAS**, the City Council of the City of Dunnellon finds the amendments to the MP as specified herein to be in the best interests of the City and its residents.

**LEGISLATIVE UNDERSCORING:** Underlined words constitute additions to the MP, ~~strike through~~ constitutes deletions from the original.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION 1.** Legislative Findings. The Whereas clauses above are adopted as legislative findings of the City Council.

**SECTION 2.** The City of Dunnellon hereby amends the MP as follows:

- a) Paragraph 5 of the section entitled “Easements, Concession, Leases” of “Chapter IV. Site Development and Improvement” located on page 17 of the MP is amended by addition of the following underlined language:

Any and all fees collected for use this property will be placed in a segregated account and used solely for the upkeep and maintenance of this project site. Commercial use of the property will be prohibited except by written agreement approved by the City of Dunnellon and FCT. ‘Commercial use’ means:

- i. the sale or rental of any item, good, concession, or merchandise within the boundaries of Blue Run Park; and
- ii. the provision of any service performed within the boundaries of Blue Run Park regardless of whether compensation for such service is paid onsite or offsite.

Notwithstanding the definition of ‘commercial use,’ the K.P. Hole shuttle service provided by Marion County (or its contractor on behalf of Marion County) is a governmental transportation service and is specifically authorized to operate within Blue Run Park in accordance with any existing and/or future interlocal agreement(s) between the City of Dunnellon and Marion County consistent with this Management Plan.

The K.P. Hole shuttle service provided by Marion County (or its contractor on behalf of Marion County) is the sole transportation service authorized to operate within Blue Run Park.

- b) Paragraph 5 of the section entitled “Easements, Concession, Leases” of “Chapter V. Management Needs” located on page 21 of the MP is amended by addition of the following underlined language:

Any and all fees collected for use this property will be placed in a segregated account and used solely for the upkeep and maintenance of this project site. Commercial use of the property will be prohibited except by written agreement approved by the City of Dunnellon and FCT. ‘Commercial use’ means:

- iii. the sale or rental of any item, good, concession, or merchandise within the boundaries of Blue Run Park; and
- iv. the provision of any service performed within the boundaries of Blue Run Park regardless of whether compensation for such service is paid onsite or offsite.

Notwithstanding the definition of ‘commercial use,’ the K.P. Hole shuttle service provided by Marion County (or its contractor on behalf of Marion County) is a governmental transportation service and is specifically authorized to operate within Blue Run Park in accordance with any existing and/or future interlocal agreement(s) between the City of Dunnellon and Marion County consistent with this Management Plan.

The K.P. Hole shuttle service provided by Marion County (or its contractor on behalf of Marion County) is the sole transportation service authorized to operate within Blue Run Park.

**SECTION 3.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding in no way affects the remaining portions of this Resolution.

**SECTION 4.** All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5.** This resolution shall take effect on April 1, 2022, immediately following Resolution #RES2021-16 and immediately prior to Ordinance #ORD2021-02.

Upon motion duly made and carried, the foregoing Resolution was adopted by the City Council of the City of Dunnellon on the 14th day of March 2022.

**CITY OF DUNNELTON, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
William P. White, Mayor

\_\_\_\_\_  
Amanda Roberts, CMC, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Andrew J. Hand, City Attorney

1 **ORDINANCE #ORD2022-02**

2  
3 **AN ORDINANCE OF THE CITY OF DUNNELLON, FLORIDA,**  
4 **AMENDING SECTION 46-49 OF THE CODE OF ORDINANCES OF THE**  
5 **CITY OF DUNNELLON TO CLARIFY THE PROHIBITION ON**  
6 **COMMERCIAL USES; PROVIDING FOR CONFLICTS; PROVIDING**  
7 **FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND**  
8 **PROVIDING FOR AN EFFECTIVE DATE.**

9  
10 **WHEREAS,** the City previously enacted Ordinance #ORD2021-02 enacting detailed rules  
11 for the use of Blue Run Park consistent with the Blue Run Park Management Plan; and

12  
13 **WHEREAS,** said Ordinance prohibited unauthorized commercial use of the Park as  
14 required by the Blue Run Park Management Plan; and

15  
16 **WHEREAS,** said prohibition could be read to include activities which are allowed or  
17 protected by statute, property right or constitution; and

18  
19 **WHEREAS,** to provide clarity to police, park employees and others enforcing the Code,  
20 the City desires to specify services which could be interpreted as commercial uses but which are  
21 not meant to be included within the prohibition; and

22  
23 **WHEREAS,** Florida Communities Trust (“FCT”) has reviewed the amendments and  
24 exceptions proposed herein and approved same in writing; and

25  
26 **WHEREAS,** City Council of the City Dunnellon finds that the provisions of this Ordinance  
27 are consistent with the Blue Run Park Management Plan; and

28  
29 **WHEREAS,** the City Council of the City of Dunnellon determines that it is in the best  
30 interest of the health, safety, and welfare of its residents to adopt the rules, regulations, and  
31 provisions of this Ordinance as stated herein.

32  
33 **LEGISLATIVE UNDERSCORING:** Underlined words constitute additions to the City of  
34 Dunnellon Code of Ordinances, ~~striketrough~~ constitutes deletions from the original, and asterisks  
35 (\*\*\*) indicate an omission from the existing text which is intended to remain unchanged.

36  
37 **NOW THEREFORE BE IT ORDAINED BY THE CITY OF DUNNELLON, FLORIDA**  
38 **AS FOLLOWS:**

39 **SECTION 1:** The “whereas” clauses cited herein are the legislative findings of the City  
40 Council.

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**SECTION 2:** Section 46-79 of the City’s Code of Ordinances is hereby amended as follows:

Sec. 46-79. – Prohibition on Commercial Use.

- a) Commercial use of the park is prohibited ~~except by written agreement approved by the City of Dunnellon and Florida Communities Trust~~ as otherwise provided herein.
- b) For purposes of this section, ‘commercial use’ shall mean:
  - i. the sale or rental of any item, good, concession, or merchandise within the boundaries of Blue Run Park; and
  - ii. the provision of any service performed within the boundaries of Blue Run Park regardless of whether compensation for such service is paid onsite or offsite.
- c) Governmental provision of park services by Marion County for water-based recreation and/or other passive recreation programs are exempt from this section so long as such services are authorized both via Interlocal Agreement 2007-14 (entered into between the City and Marion County on May 14, 2007) and per the requirements of the Blue Run Park Management Plan. The K.P. Hole shuttle service provided by Marion County (or its contractor on behalf of Marion County) is the sole transportation service authorized per the requirements of the Blue Run Park Management Plan.
- d) This Section shall not be read to prohibit:
  - i. emergency services such as ambulances, tow trucks, and roadside assistance;
  - ii. performance of park-related services and activities for the City or other governmental agency as consistent with the Blue Run Park Management Plan;
  - iii. engagement in expressive activities protected by the First Amendment;
  - iv. disability accommodations authorized by the City;
  - v. utility services provided on site or the maintenance of any utility improvements located on site; and
  - vi. activities or services the City must allow under state or federal law.

**SECTION 3. CONFLICTS.** In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.



78 **SECTION 4. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this  
79 Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not  
80 be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,  
81 word, or portion of this Ordinance not otherwise determined to be invalid, unlawful or  
82 unconstitutional.

83 **SECTION 5. CODIFICATION.** The provisions of this Ordinance shall be codified as and  
84 become and be made a part of the City of Dunnellon Code of Ordinances. The sections of this  
85 Ordinance may be renumbered or re-lettered to accomplish such intention and the word  
86 “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word.  
87 The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

88 **SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective on April 1, 2022  
89 following Ordinance #ORD2021-02.

90 **Upon motion duly made and carried,** the foregoing Ordinance was approved upon the first  
91 reading on the 14th day of March 2022.

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93 **Upon motion duly made and carried,** the foregoing Ordinance was approved and passed upon  
94 the second and final reading and public hearing on the \_\_\_\_\_ day of March 2022.

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96 Ordinance Posted on the City’s website on March 7, 2022. Public hearing advertised on the City’s  
97 website on \_\_\_\_\_, 2022 and advertised in the Riverland News on \_\_\_\_\_, 2022.

98  
99 ATTEST: **CITY OF DUNNELLON**  
100  
101 \_\_\_\_\_  
102 Amanda L. Odom, CMC William P. White, Mayor  
103 City Clerk

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105 Approved as to Form:  
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107 \_\_\_\_\_  
108 Andrew J. Hand, City Attorney

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**CERTIFICATE OF POSTING**

**I HEREBY CERTIFY** that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City's Official Website this 7<sup>th</sup> day of March 2022.

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Amanda L. Odom, CMC  
City Clerk

## City of Dunnellon Agenda Summary Form

**Meeting Date:** March 9, 2022

1. Responsible Department: Clerk
2. Presenter: Amanda Odom
3. Recommended Action: Consider Approval of Salary Range Adjustments

**Subject:** Florida's Constitutional Amendment 2, November 3, 2020, Increasing Florida's Minimum Wage

### **Request for Approval Summary Explanation & Background:**

On November 3, 2020, Florida voters approved Amendment 2, which amends Florida's constitution to gradually increase the state's minimum wage to \$15.00 an hour by the year 2026. On September 30, 2021, the minimum wage rose to \$10.00 per hour (\$1.35 per hour increase). Every September 30<sup>th</sup> following, the minimum wage will increase by \$1.00 per hour through 2026, according to the following schedule:

- \$11.00 on September 30, 2022
- \$12.00 on September 30, 2023
- \$13.00 on September 30, 2024
- \$14.00 on September 30, 2025
- \$15.00 on September 30, 2026

The mandated increase to the minimum wage in 2021 has caused many businesses, cities and counties to amend their pay plans to increase wages in an effort to retain and recruit employees. Our research revealed that many have already increased their minimum wage to \$15.00 per hour, rather than phasing over the next five years. This is not an option the City can afford.

Staff proposes to make phased adjustments to account for the minimum wage increases. To accomplish this, we used the 2020 Classification and Compensation Study by Cody & Associates as a model to implement Phase 1, increasing the minimum of each pay range by \$1.35 per hour. Consideration was given and adjustments were made to address compression issues by taking into account years of service in the position.

The approximate impact to the City's FY2022 budget is \$17,600.00. At Council's direction, staff will prepare a budget amendment for consideration to implement the proposed adjustments to be effective March 21, 2022. Phase 2 to account for the September 30, 2022 increase will be addressed during the preparation of the FY2023 budget.

**Procurement Method:** N/A

**Fiscal Information:** FY2021-2022 budget amendment to come from Unrestricted Operating Reserves in General Fund and TIFD

**Department Head Approval:** N/A

**Attorney Review:** N/A