

**Amended Agenda
City of Dunnellon
City Council Workshop
20750 River Drive, Dunnellon, FL 34431
April 3, 2023
5:30 p.m.
Join Zoom**

<https://dunnellon.zoom.us/j/82152986279?pwd=ODQ0UWNVYk8wbXd6cGpSS0VINGVpZz09>

Webinar ID: 821 5298 6279

**Dunnellon City Council Workshop will be held on April 3, 2023, 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.

For the convenience of our citizens and the public, we livestream City Council meetings on Zoom and YouTube. If the livestream is interrupted or compromised due to technical or other issues, the meeting may continue as normal and will not be paused or postponed. If you wish to ensure your ability to access the meeting to provide public comment, please attend the meeting in person.

Members of the public who would like to participate are encouraged to register in advance by Noon on Monday, April 3, 2023. 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 Monday, March 27, 2023 to the City's website and City Hall bulletin board. The agenda was amended on March 28, 2023 to add backup to

Agenda Item #3.

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

Documents:

[Dunnellon Chamber and Business Association April City Council Report.pdf](#)

4. **Discussion - Vacancy, Council Seat #4**
5. **Proclamation #PRO2023-01, National Day of Prayer**

Documents:

[PRO2023-01 National Day of Prayer.pdf](#)

6. **Discussion - Boat Launch Program, Jan Smith, Finance Officer**

- Agreement #AGR2022-32 SafeParc, Inc.
- Resolution #RES2023-06 Watercraft Launch Fee Program

Documents:

[Agreement AGR2022-32 SafeParc Inc, Boat Launch Fee Program_DRAFT.pdf](#)
[Resolution RES2023-06 Watercraft Launch Fee Program.pdf](#)

7. **Ordinance #ORD2023-01, Blue Run Park Rules and Regulations**

Documents:

[Ordinance ORD2023-01 Blue Run Park Swimming Prohibition.pdf](#)

8. **Department Head Vacancies**
9. **Discussion - Councilperson Mendonca**

- Blue Run Park Shade Pavilion
- Office Functionality

10. **Discussion - Mayor Dunn**

- Radar Speed Signs
- Permitting and Road Closure for Festivals and Events

- Rope Fencing - City Hall

11. Department Head Reports

12. Council Comments

13. City Attorney Comments

14. Public Comments

Tentative Agenda for Council Meeting Wednesday, April 12, 2023 at 5:30 p.m.

Consent Agenda

- Approval of Minutes
- Approve Proclamation #PRO2023-01, National Day of Prayer

Regular Agenda

- First Reading - Ordinance #ORD2023-01, Blue Run Park Rules and Regulations
- Public Works Manager Appointment
- Presentation - Proclamation #PRO2023-01, National Day of Prayer

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:

- 04/12/2023 City Council Meeting 5:30 p.m.



New Members

Faith Family Camp

Cheers at Rainbow Springs

Upcoming Events:

April 4- from 2-4 pm. Sketch the world at Rainbow Springs Art cost is \$125.

April 5- from 4-6 pm. “Pour a Crashing Wave” Acrylic pour class at Rainbow Springs Art. Cost is \$55.

April 6- “Rock Painting” at Rainbow Springs Art. Cost \$40.

April 12- “Watercolor Wednesday” at Rainbow springs Art. Cost is \$40.

April 14- Boomtown Kickoff Breakfast at American Legion. Starting at 7:00am. Doors open at 6:30. Cost is \$7.00 Per person. All proceeds go towards bringing the Vietnam Traveling Wall to Dunnellon in September 2023.

April 15- Boomtown Days from 9-5 in the Historic District. Car Show from 9-1, Pie eating contest at 1 pm.

April 19- “Rib Basket Making” at Rainbow Springs Art from 11:30 am – 3:30 pm. Cost \$50.

April 22- “Reggae in the Gardens” at Cedar Lakes Woods and Gardens 9:30 am – 5:00 pm. Admission is \$12 for Adults Children (6-13) \$7.0 and under 5 are free.

April 26- Cruise in Car Show at the Front Porch Restaurant from 4-7 pm. Bring your classic car and get a free slice of pie.



PROCLAMATION #PRO2023~01 NATIONAL DAY OF PRAYER

WHEREAS, prayer to the Almighty God is regarded by millions as the most important utterance of mankind for its benefit; and

WHEREAS, our nation was founded by single-minded men and women seeking wisdom and guidance through prayer to the God who has ears to hear; and

WHEREAS, prayer has aided us in all times where support and guidance was needed; and

WHEREAS, it is fitting that we should give thanks for the freedom and prosperity which our nation and state enjoys and to pray for the continued guidance and comfort which God has graciously bestowed upon this nation since its inception; and

WHEREAS, the Day of Prayer is a time set aside for Americans to pray to their heavenly Father and to reaffirm the spiritual principles upon which our nation was founded; and

WHEREAS, the State of Florida and the United States of America can, and will, benefit from prayer by its faithful and prayerful residents; and

WHEREAS, our theme this year is “**Love, Life and Liberty**” taken from Corinthians 3:17, which says, “*Now the Lord is the Spirit and where the Spirit of the Lord is, there is Liberty*”; and

WHEREAS, across our land on May 4th Americans will unite at specific times in prayer for our nation and state to acknowledge our dependence upon God, to give thanks for the many blessings our country has received from Him, to recognize our need for personal and corporate renewal of moral values and to invoke God’s blessings upon our leaders.

NOW, THEREFORE, be it proclaimed the City Council of the City of Dunnellon, Florida, does hereby recognize May 4, 2023 as the

“NATIONAL DAY OF PRAYER”

and urges all citizens in Marion County to pray with diligence and seek the face of Almighty God to direct our paths in the days and years ahead.

PASSED and PROCLAIMED this 12th day of April 2023.

DUNNELLON CITY COUNCIL

Wallace Dunn II, Mayor

Timothy Inskeep, Councilman

Juliane Mendonca, Councilperson

ATTEST:

Jan Cabbage, Councilwoman

Amanda L. Odom, CMC, City Clerk

MANAGEMENT AGREEMENT
FOR BOAT LAUNCH RAMP REVENUE COLLECTION

City of Dunnellon, Florida

This MANAGEMENT AGREEMENT is made and entered into this _____ day of _____, by and between SafeParc, LLC, a foreign limited liability company (hereinafter called "Manager"), and the City of Dunnellon, a Florida municipality (hereinafter called "Client").

Commented [AH1]: I do not see a company with this name on sunbiz. There is an inactive SAFEPARC, LLC...

Commented [AH2R1]: Still an issue.

WHEREAS, Client owns the public boat launch ramp in the City of Dunnellon, Florida located at Centennial Park (the "Boat Launch Ramp"); and

WHEREAS, Client desires to engage Manager to collect and manage Boat Launch Ramp revenue collection and Manager desires to manage same.

NOW, THEREFORE, Client and Manager agree as follows:

1. Engagement.

1.1 Client hereby engages Manager to manage Boat Launch Ramp revenue collection in accordance with the terms and conditions hereinafter set forth. Manager shall carry out Client's policies and execute directives pertaining to the Boat Launch Ramp in matters including, but not limited to, launch fees, number of users, and terms and conditions of Boat Launch revenue collection.

2. Term and Termination.

2.1 The term of this Agreement shall be for five (5) years from May 1, 2023 (the "Commencement Date") until May 31, 2028, unless terminated earlier as permitted in this Agreement. Upon the expiration of the initial term or any renewal term hereof, this Agreement shall automatically extend for an additional one (1) year period unless either party notifies the other at least ninety (90) days prior to the expiration of the then-current term. Each twelve (12) consecutive month period beginning on the first day of January and continuing through the last day of the following December during the term of this Agreement shall be referred to as an "Operating Year."

2.2 Either party shall have the right to terminate this Agreement in the event the other party has failed to perform any of the terms and conditions specified herein if said failure has been called to the attention of the responsible party in writing via certified mail and if party has not corrected said failure within thirty (30) days of receipt of written notice. In the event of such termination, this Agreement shall terminate immediately, all compensation and other fees shall be paid through the termination date, and Manager shall return any and all funds in its possession to Client for services unperformed by Manager.

Commented [AH3]: This needs to go back the way it was per this redline edit. Otherwise City cannot terminate for breach.

2.3 Client may terminate this Agreement without cause and at any time by providing Manager with one hundred-eighty (180) days written notice of termination via certified mail. In the event of such termination, all compensation and other fees shall be paid through the termination date, and Manager shall return any and all funds in its possession to Client for services unperformed by Manager.

2.4 If this Agreement commences on any date other than the first of the month, then the parties shall adjust all revenues, expenses, deposits, and accounts receivable as of midnight the evening before the Commencement Date.

Commented [AH4]: Can delete if this is to begin May 1 or the 1st day of any month thereafter.

3. Definitions.

- (i) "Individually Purchased Launch" means the payment collected for a single watercraft launch fee.
- (ii) "Gross Revenue" means all revenue collected by the Manager in connection with the operation of the Boat Launch Ramp for Individually Purchased Launches and Resident Launch Passes.
- (iii) "Monthly Client Revenue" shall be the monthly sum of Client's share of Gross Revenue for each Individually Purchased Launch and Resident Launch Pass purchased. Client's share shall be \$8.00 for each Individually Purchased Launch (based on a rate of \$15.00 per launch) and \$50.00 per Resident Launch Pass (based on a rate of \$100.00 per pass). Client's share is subject to adjustment via amendment to this Agreement if Client elects to adjust Boat Launch Ramp rates via resolution.
- (iv) "Monthly Manager Revenue" means the sum equivalent to Gross Revenue collected by Manager each month minus Monthly Client Revenue.
- (v) Resident Launch Pass means an annual pass available for purchase by individuals who reside within the city limits of the City of Dunnellon which provides purchaser the ability to launch a specific watercraft at the Boat Launch Ramp without making an Individually Purchased Launch for each launch of such watercraft.

4. Boat Launch Ramp Revenue Collection & Remittance to Client.

4.1 At a minimum, Manager shall provide the equipment specified below to collect Gross Revenue and to monitor and enforce Boat Ramp Launch violations at no cost to the City:

a) INSERT ALL EQUIPMENT TO BE PROVIDED HERE.

Commented [AH5]: Equipment and quantities to be provided by SafeParc needs to be listed here (kiosks, cameras).

4.2 Manager shall collect the Gross Revenue for each Individually Purchased Launch at the Boat Launch Ramp and for each Launch Pass purchased and will maintain all records pertaining thereto.

4.3 On or before the 20th day of each month, Manager will provide Client with:

- a) a statement for the preceding calendar month setting out all Gross Revenue collected, and
- b) a check or electronic fund transfer for the Monthly Client Revenue sum for such month.

4.3 Manager shall retain Monthly Manager Revenue as compensation for the services provided by Manager to Client as specified within this Agreement.

4.4 Each party shall be responsible to pay the taxes for which it is responsible to the relevant

taxing authority. Client shall pay the State of Florida sales tax for each Individually Purchased Launch and Launch Pass. Manager shall be responsible for all taxes attributable to its operation.

5. Enforcement.

5.1 Client shall be responsible for enforcing Boat Ramp Launch violations in a manner subject to Client's sole discretion.

5.2 Manager shall provide Client with data, recordings, and records for enforcement of Boat Ramp Launch violations within one (1) business day upon Client's request for same or as soon as reasonably possible.

5.3 Manager will provide an expert to attend and testify at hearings, court proceedings, as to operation and collection of data at the Boat Launch Ramp at a rate of \$ [REDACTED] per hour when requested by Client. Client will provide Manager reasonable notice of its need for provision of an expert and coordinate scheduling for same.

6. Compliance With Laws.

6.1 Manager shall comply with all federal, state, and municipal laws, ordinances, and regulations pertaining to its obligations under this Agreement.

7. Maintenance.

7.1 Client agrees to maintain the Boat Launch Ramp, access thereto, and facilities associated therewith in accordance with applicable laws. It is agreed that any actions, costs, claims, losses, expenses, and/or damages resulting from the design or structural faults, or defects are the responsibility of the Client.

8. Gross Revenue, Cash Deposits and Disbursements, and Controls.

8.1 Manager shall install and maintain a system of internal controls covering income and expenses pertaining to the Boat Launch Ramp.

8.2 Manager shall install and maintain at its main office an accurate and efficient accounting system for disbursements of the Boat Launch Ramp. Such system shall evidence all monies disbursed by Manager with respect to the management of the Boat Launch Ramp. All records pertaining to disbursements shall be maintained by Manager but shall be available to Client and its authorized representatives for examination and audit upon three (3) business days written notice by Client to Manager.

9. Insurance.

9.1 Manager shall obtain and maintain the following types of insurance in not less than the indicated amounts from companies authorized to do business in the State of Florida:

(i) Manager shall obtain and maintain commercial general liability (CGL) (including bodily injury and property damage) insurance and shall include Client as an additional insured, in the amount of \$1,000,000 combined single limit each occurrence, \$2,000,000 aggregate.

Commented [AH6]: New section per conversation with Jan. Can be amended as needed re: enforcement services to be provided by Manager.

(ii) Manager shall obtain and maintain excess liability insurance over the CGL, and Employer's Liability coverages and shall include client as an additional insured in the amount of \$5,000,000 combined single limit each occurrence and \$5,000,000 policy aggregate.

9.2 Certificates evidencing such insurance shall be furnished by Manager to Client upon request. Such certificates shall contain an endorsement requiring the insurance carrier to provide thirty (30) days written notice in the event of cancellation. Premiums shall be paid by Manager. Such policies shall be subject to the reasonable approval of Client for adequacy and form of protection. All insurance coverages carried by Manager are subject to a deductible amount of \$5,000.00 per occurrence, except Workers' Compensation whose deductible shall be \$0.

10. Indemnities.

10.1 Manager shall, at its own cost and expense, defend, indemnify, and hold Client harmless from and against any and all actions, costs, losses, expenses, and/or damages sustained by Client by reason of claims of third parties and attributable to the negligence or willful misconduct of Manager or any of its agents, servants or employees, including, without limitation, property damage, and injury or death to any person.

10.2 Client shall, at its own cost and expense, indemnify and hold Manager harmless from and against any and all actions, costs, claims, losses, expenses and damages sustained by Manager attributable to the sole negligence or sole willful misconduct of Client or any of its agents, servants, or employees, or attributable to the improper construction or design of Boat Launch Ramp including property damage, and injury or death to any person. Client's liability to Manager under the preceding sentence shall not include punitive damages or interest for the period before judgment. Additionally, Client's indemnification shall be limited to \$200,000 for a single claim and \$300,000 for multiple claims arising out of the same incident, which limitations shall apply whether the underlying action sounds in contract or tort.

11. Security.

11.1 Client expressly acknowledges that Manager's obligations in connection with the management, and operation, of the Boat Launch Ramp, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Boat Launch Ramp. Manager does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Manager's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. Client shall determine, at Client's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Boat Launch Ramp.

12. Meetings.

12.1 Client shall appoint an individual to serve as liaison with Manager for the purpose of reviewing all matters under this Agreement. At least once a month, virtually or in person, at a mutually agreeable time and place, Client's and Manager's representatives shall meet to carry out these purposes.

13. Permits and Licenses.

13.1 Manager shall apply for and secure, in its own name, all municipal permits, and licenses required for revenue collection the Boat Launch Ramp and Manager's obligations under this Agreement. Manager will carry out the responsibility under all such permits and licenses and to the agencies having jurisdiction.

14. Attorney Fees.

14.1 If a party defaults in the performance of its obligations herein described, the other party may seek appropriate legal relief and in connection therewith. The prevailing party shall be entitled to recover, in addition to any other remedy available to it, its reasonable attorneys' fees and costs, including, but not limited to, its reasonable collection fees and costs.

15. Notices.

15.1 Any notice, approval or other communication required hereunder shall be deemed given if sent by certified mail, return receipt requested, to the address set forth below or to such other address as was last designated by a written notice of the other party:

If to Client:

City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, Florida 34432

If to Manager:

Jonathan Lee, Vice President
SafeParc LLC.
101 SE 2nd Place,
Gainesville, FL 32601

And a copy to:

SafeParc, LLC
30 Kentshire PI
Lawrenceville, GA 30044

16. Modification.

16.1 This Agreement shall constitute the entire agreement between the parties hereto, and it may not be amended except in a written document signed by each party.

17. Benefits and Burdens.

17.1 The terms and conditions hereof shall be binding upon and shall inure to the benefit of Client, Manager and their respective successors and assigns. Manager may not assign this Contract in the absence of written consent from Client.

18. Independent Contractor.

18.1 Manager is an independent contractor; nothing herein shall be construed to create a fiduciary relationship, partnership, joint venture, or other business relationship between the parties.

19. Public Records.

19.1 Manager shall maintain public records required by the Client to perform the services.

19.2 Upon request from the Client's custodian of public records, the Manager shall provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes or as otherwise provided by law.

19.3 Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Manager does not transfer the records to the Client.

19.4 Upon completion of this contract, Manager shall transfer, at no cost, to Client all public records in possession of Manager or keep and maintain public records required by Client to perform the service. If the Manager transfers all public records to Client upon completion of the contract, Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Manager keeps and maintains public records upon completion of the contract, Manager 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.

19.5 IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'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
MODOM@DUNNELLON.ORG
(352) 465-8500**

20. Governing Law & Venue.

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action commenced hereunder shall lie in Marion County, Florida.

IN WITNESS WHEREOF, Client and Manager have caused this Agreement to be executed as of the date first set forth above.

MANAGER:

CLIENT:

SafeParc, LLC

City of Dunnellon, Florida

Commented [AH7]: As stated, business is not currently registered in Florida.

By: Dilshan Singh _____

By: _____

Signatory: _____

Signatory: _____

Title: CEO

Title: _____

RESOLUTION #RES2023-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNNELLON, FLORIDA, ADOPTING A WATERCRAFT LAUNCH FEE PROGRAM: PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Dunnellon, Florida provides the public the availability to use the public boat ramp at Centennial Park; and

WHEREAS, the City has taken on the responsibility for maintenance of all amenities located at Centennial Park; and

WHEREAS, City Council has determined that the cost of maintaining the amenities should be paid by the user; and

WHEREAS, the City has the responsibility to provide maintenance in a fiscally sound manner; and

WHEREAS, the City Council has determined that this can be accomplished by creating a watercraft launch fee program;

WHEREAS, the City Council of the City of Dunnellon finds this resolution to be in the best interests of the health, safety, and welfare of the citizens of the City of Dunnellon.

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

SECTION 1. The “WHEREAS” clauses above are hereby incorporated herein as legislative findings.

SECTION 2. The City of Dunnellon hereby implements a \$15 daily launch fee to be collected on each motorized and paddle craft vessel using the boat launch at Centennial Park. Daily users are required to place the payment receipt on the dashboard of their vehicle so that it can be viewed from outside the vehicle.

SECTION 3. The City of Dunnellon hereby implements a \$50 annual pass for City of Dunnellon residents. Proof of residency is required such as; property tax bill, electric bill or water bill. The City will issue a vehicle decal that must be placed on the center of rear bumper above the license tag.

SECTION 3. Conflicts. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. Severability. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. Effective Date. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Council of the City of Dunnellon this 12th day of April, 2023.

ATTEST:

CITY OF DUNNELON, FLORIDA

AMANDA ODOM, CMC
CITY CLERK

WALLACE DUNN II, MAYOR

Approved as to form and legality:

Andrew J. Hand, City Attorney

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

42
43 **NOW THEREFORE BE IT ORDAINED BY THE CITY OF DUNNELLON, FLORIDA**
44 **AS FOLLOWS:**

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

47
48 **SECTION 2:** Chapter 46 – Parks and Recreation, Article III – BLUE RUN PARK is hereby
49 amended as follows:

50

51 **Article III – Blue Run Park.**

52 ***

53

54 Sec. 46-77. - Blue Run Park User Rules and Regulations.

55 The following rules and regulations for use of Blue Run Park shall apply.

- 56 a) Regular park hours are from dawn to dusk.
- 57
- 58 b) Possession and use of alcoholic beverages is prohibited.
- 59
- 60 c) Fires are prohibited, however prescribed fires for the purpose of resource management for
61 which the appropriate permit(s) has been obtained are allowed.
- 62
- 63 d) Motorized vehicles are prohibited beyond the parking area, except for those necessary for
64 accessibility by persons with disabilities and those utilized for administrative purposes.
- 65
- 66 e) Golf carts are prohibited.
- 67
- 68 f) Overnight use or camping is prohibited.
- 69
- 70 g) Pets must be on a leash and controlled at all times, and owner must clean up after.
- 71
- 72 h) Removal or cutting of vegetation is prohibited except for maintenance purposes.
- 73
- 74 i) Collecting or harassing wildlife in any stage of life or form is prohibited.
- 75
- 76 j) Catch and release fishing is permitted in the interior pond. Any other fishing is prohibited.

- 77
- 78 k) Possession and/or discharge of an air gun, slingshot, bow and arrow, or spear gun is
- 79 prohibited.
- 80
- 81 l) Trash must be placed in designated containers.
- 82
- 83 m) Disposal of personal trash from off-site is prohibited.
- 84
- 85 n) Damaging or defacing any park facility or sign is prohibited.
- 86
- 87 o) Metal detectors are prohibited.
- 88
- 89 p) Engaging in violent or disruptive behavior or refusal to follow directions of official staff is
- 90 prohibited.
- 91
- 92 q) Use of facilities is on a first come, first served basis.
- 93
- 94 r) Cyclists and other individuals utilizing any other form of conveyance shall yield to
- 95 pedestrians.
- 96
- 97 s) Equestrian use is prohibited except for official use.
- 98
- 99 t) Individuals shall comply with the City's noise regulations as codified in Sec. 42-3, in the
- 100 Code of Ordinances of the City of Dunnellon.
- 101
- 102 u) Use of any device or vehicle that disturbs the natural soundscape of the park is prohibited. As
- 103 used herein "natural soundscape" shall mean all the natural sounds that occur in Blue Run Park,
- 104 including the physical capacity for transmitting those natural sounds and the interrelationships
- 105 among park natural sounds of different frequencies and volumes.
- 106
- 107 v) Groups of more than 25 people shall contact the City's Clerk's office at least five days in
- 108 advance in order to make a reservation.
- 109
- 110 w) Bulky and/or heavy equipment equal to or greater than two (2) feet in length is prohibited
- 111 on nature trails and unimproved areas of the park. This restriction is applicable to
- 112 equipment including, but not limited to, kayaks, inflated tubes and/or inner tubes,
- 113 paddleboards, canoes, and coolers. This rule shall not be applicable to equipment that is
- 114 necessary for accessibility by persons with disabilities, equipment utilized for
- 115 administrative purposes, equipment which must be allowed under state or federal law,
- 116 and/or fishing poles.

117 x) Swimming is not allowed within the interior pond.

118

119 Sec. 46-78. – River Access Ramp Rules and Regulations.

120

121 a) ~~Individuals utilizing the river access ramp to enter or exit the river without equipment~~
122 ~~shall yield to individuals entering or exiting the river with equipment (e.g. kayakers,~~
123 ~~paddlers, and tubers).~~ The river access ramp is for the use of paddlers and tubers entering
124 or exiting the river.

125

126 b) Fishing is not allowed from the river access ramp.

127

128 c) Swimming is not allowed from the river access ramp.

129

130 ***

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

135 **SECTION 4. SEVERABILITY.** If any section, sentence, phrase, word, or portion of this
136 Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not
137 be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,
138 word, or portion of this Ordinance not otherwise determined to be invalid, unlawful or
139 unconstitutional.

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

145 **SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon
146 adoption.

147 **Upon motion duly made and carried,** the foregoing Ordinance was approved upon the first
148 reading on the __ day of _____ 2023.

149

150 **Upon motion duly made and carried,** the foregoing Ordinance was approved and passed upon
151 the second and final reading and public hearing on the __ day of _____ 2023.

152
153 Ordinance Posted on the City’s website on _____, 2023. Public hearing advertised
154 on the City’s website on _____, 2023 and advertised in the Riverland News on
155 _____, 2023.

156
157 ATTEST: **CITY OF DUNNELLON**

158
159 _____
160 Amanda L. Odom, CMC Wallace Dunn, II, Vice-Mayor
161 City Clerk

162
163
164
165
166 Approved as to Form:

167
168 _____
169 Andrew J. Hand, City Attorney

170
171
172 **CERTIFICATE OF POSTING**

173 **I HEREBY CERTIFY** that copies of the foregoing Ordinance were posted at City Hall, the
174 Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the
175 City’s Official Website this _____, 2023.

176
177
178
179
180 _____
181 Amanda L. Odom, CMC
182 City Clerk