

**Amended Agenda
City of Dunnellon
City Council Workshop
20750 River Drive, Dunnellon, FL 34431
May 1, 2023
5:30 p.m.
Join Zoom**

<https://dunnellon.zoom.us/j/84747589583?pwd=V1drWXhTdUw1UjBxVUZlZ1R6MEdmUT09>

Webinar ID: 847 4758 9583

**Dunnellon City Council Workshop will be held on May 1, 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, May 1, 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, April 24, 2023 to the City's website and City Hall bulletin board. The agenda was amended on April 25th to add backup to items #7

and #9.

1. **Public Comments**
2. **Board Reports**
3. **Dunnellon Chamber & Business Association Report**
4. **Discussion - Vice-Mayor Selection/Liasion Assignments**
5. **Parking on Public Right-Of-Way**
6. **Discussion - Short Term Rental Ordinance #ORD2022-05**

Documents:

[Ordinance ORD2022-05 Vacation Rentals_First Draft.pdf](#)

7. **Duke Energy Easement Request for EV Charging Stations**

Documents:

[Duke Energy Easement for EV Charging Stations.pdf](#)

8. **Proclamation #PRO2023-02, Motorcycle Safety Awareness**

Documents:

[PRO2023-02 Motorcycle Safety Awareness Month.pdf](#)

9. **Department Head Reports**

Mandy Odom, City Clerk

- Blue Run Park Restroom Agreement
- Blue Run Park Trail Signs
- Planning Commission Appointments and Vacancies

Chad Ward, Public Works Manager

- Security Camera's at City Beach

Documents:

[Memorandum of Understanding Between Marion County and City of Dunnellon for Construction of New Restroom at Blue Run Park.pdf](#)

10. **Discussion - Councilman Inskeep**

- Water Meters Not In Use
- City Code Appendix A, Zoning, Article IX, Section 9.2(h)

11. Discussion - Councilperson Mendonca

- Proclamation Requests
- Direct Report Evaluation Process
- FRA Membership
- Blue Gator Parking Agreement

12. Council Comments

13. City Attorney Comments

14. Public Comments

Tentative Agenda for Council Meeting Wednesday, May 10, 2023 at 5:30 p.m.

Consent Agenda

- Approval of Minutes
- Approve Proclamation #PRO2023-02, Motorcycle Safety Awareness
- Planning Commission Appointment

Regular Agenda

- Presentation - Proclamation #PRO2023-02, Motorcycle Safety Awareness
- Appointment of Vice-Mayor
- FY2021-2022 Audit Presentation-Richard Powell, Powell and Jones CPA's.
- Public Hearing - Ordinance #ORD2023-01, Blue Run Park Rules and Regulations
- Final Reading - Ordinance #ORD2023-01, Blue Run Park Rules and Regulations
- FY2022-2023 Second Quarter General Fund Budget Update

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:

- 5/10/2023 CRA Meeting 5:00 p.m.
- 5/10/2023 City Council Meeting 5:30 p.m.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

ORDINANCE #ORD2022-05

AN ORDINANCE OF THE CITY OF DUNNELLON, CREATING ‘CHAPTER 18, ARTICLE VIII – VACATION RENTALS’ OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR CONSTRUCTION AND DEFINITIONS; PROVIDING GENERAL REGULATIONS; PROVIDING FOR VIOLATIONS, ENFORCEMENT, AND REMEDIES, PROVIDING FOR VESTING; PROVIDING FOR APPEALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, prior to 2011, Florida’s municipalities were free to regulate local land use issues under the Home Rule Authority granted them by the Florida Constitution and Chapter 166, *Florida Statutes*; and

WHEREAS, in 2011, the Florida Legislature, through the enactment of Chapter 2011-119, Laws of Florida, preempted the local regulation of a specific land use known as Vacation Rentals, thereby preventing municipalities from enacting new regulations necessary to address any consequential or negative impacts caused by Vacation Rentals; and

WHEREAS, in 2014, the Florida Legislature, through the enactment of Chapter 2014-71, Laws of Florida, rescinded the complete preemption of the regulation of Vacation Rentals, but specifically mandated that local laws, ordinances, or regulations could not prohibit Vacation Rentals or regulate the duration or frequency of Vacation Rentals; and

WHEREAS, Chapter 2014-71, Laws of Florida, returned some local control back to municipalities to mitigate the effects of Vacation Rentals in an attempt to make them safer and more compatible with existing neighborhood regulations and to hold operators of such properties accountable for their proper operation; and

WHEREAS, the Occupants of Vacation Rentals, due to the transient nature of such occupancy, may be unfamiliar with local evacuation plans, the location of fire extinguishers, exit routes, pool and home safety features, and other similar safety measures that would ordinarily be provided to guests in traditional lodging establishments, i.e., hotels and motels; and

WHEREAS, if left unregulated, the Occupants of Vacation Rentals located within established neighborhoods can disturb the quiet enjoyment of the neighborhood and create numerous secondary impacts, including noise, traffic, parking, and an increased demand on public services; and

42 **WHEREAS**, traditional lodging establishments are typically restricted to commercial and
43 other non-residentially zoned areas where intensity of use is separated from less busy and quieter
44 residential uses; and

45
46 **WHEREAS**, like many other municipalities throughout the State of Florida, the City of
47 Dunnellon wishes to impose standards both to provide for the safety and welfare of Occupants of
48 Vacation Rentals, to facilitate and enable fair and healthy economic competition between forms of
49 public lodging accommodations, and to minimize any negative impacts caused by Vacation
50 Rentals in residential areas, especially established single-family neighborhoods; and

51
52 **WHEREAS**, Vacation Rentals located within established neighborhoods may disturb the
53 quiet enjoyment of the neighborhood, lower property values, and otherwise negatively impact
54 permanent neighborhood residents; and

55
56 **WHEREAS**, Vacation Rentals may create compatibility impacts, including but not limited
57 to excess noise, on-street parking, accumulation of trash, and diminished public safety; and

58
59 **WHEREAS**, traditional lodging establishments must meet stricter development
60 requirements, undergo inspections, and meet more stringent operational and business
61 requirements; and

62
63 **WHEREAS**, a permanent residence is typically the largest investment a family will
64 make in their lifetime, with the homestead held sacred in popular culture as the heart and
65 center of the family unit; and

66
67 **WHEREAS**, permanent residents within established residential neighborhoods
68 deserve the right to tranquility and peaceful enjoyment of their home without intrusion by an
69 excessive number of transient Occupants and

70
71 **WHEREAS**, the City of Dunnellon has experienced an increase in the repurposing of
72 existing residential homes for the primary purpose of serving as Vacation Rentals; and

73
74 **WHEREAS**, Policy 3.2 of the City's Comprehensive Plan requires the City to
75 establish standards for protection of residential areas from inconsistent uses which threaten
76 the residential quality or stability of neighborhoods; and

77
78 **WHEREAS**, the City of Dunnellon seeks to balance respect for private property rights
79 and incompatibility concerns between the investors in Vacation Rentals and the familial
80 investment in permanent residences in established residential neighborhoods through the use
81 of reasonable rules and regulations; and

82

83 **WHEREAS**, the City of Dunnellon desires Vacation Rentals that are safe, conform to the
84 character of the community, provide positive impacts for tourism, do not detract from property
85 values and achieve greater neighborhood compatibility; and

86
87 **WHEREAS**, the City’s enactment of regulations applicable to Vacation Rentals is
88 necessary to preserve the integrity of residential areas and neighborhoods and corresponding
89 property values, while also protecting the health, safety, and welfare of residents, property owners,
90 investors, transient Occupants of the City; and

91
92 **WHEREAS**, a maximum occupancy, with an exception for children under six (6)
93 years of age, based on the number of Bedrooms is a fair and proportional manner to set
94 maximum occupancy for each dwelling unit, with an ultimate maximum of sixteen (16)
95 persons within any Vacation Rental, even if the number of Bedrooms would support more
96 than sixteen (16) persons, because any occupancy of greater than sixteen (16) persons falls
97 within a commercial classification of hotel or dormitory for the purposes of the National Fire
98 Protection Association (NFPA) 101 Life Safety Code; and

99
100 **WHEREAS**, the City’s Vacation Rental regulations are intended to supplement, not
101 replace, any existing federal, state, and/or local law or regulation, or any existing controls
102 (including, but not limited to deed restrictions and/or covenants) within established residential
103 units served by homeowner or condominium associations; and

104
105 **WHEREAS**, the City’s vacation regulations contained herein neither prohibit Vacation
106 Rentals nor restrict the duration or frequency of Vacation Rentals; rather they are intended to
107 address life safety and compatibility concerns and the secondary effects of Vacation Rentals
108 located within the City and specifically within residential areas and neighborhoods; and

109
110 **WHEREAS**, these regulations are deemed necessary to preserve property values and
111 to protect the health, safety, and general welfare of permanent residents, property owners,
112 investors, transient Occupants, and visitors alike; and

113
114 **WHEREAS**, the City’s Planning Commission has determined that this Ordinance is
115 consistent with the City’s Comprehensive Plan and provided its recommendation to City Council;
116 and

117
118 **WHEREAS**, the City Council of the City of Dunnellon determines that adoption of this
119 Ordinance benefits the public health, safety and welfare of the residents and citizens of the City as
120 well as visitors to the City of Dunnellon.

121

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

125
126 **NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY**
127 **OF DUNNELLON, FLORIDA AS FOLLOWS:**

128
129 **SECTION 1:** The “whereas” clauses cited herein are the legislative findings of the City
130 Council.

131
132 **SECTION 2:** ‘Chapter 18, Article VIII – Vacation Rentals’ of the City’s Code of Ordinances is
133 hereby created as follows:

134 **CHAPTER 18 – BUSINESSES.**

135
136 ***

137
138 **ARTICLE VIII. – VACATION RENTALS**

139
140
141 **Sec. 18-240. Construction of Article.**

142 This Article shall be liberally construed to accomplish its purpose of regulating Vacation
143 Rentals, facilitating and enabling fair and healthy economic competition between forms of
144 public lodging accommodations, protecting the residential character of the City of Dunnellon’s
145 neighborhoods, the health, safety, and general welfare of its residents and visitors, and the
146 quiet enjoyment by City's residents of their residential property.

147
148 **Section 18-241. Definitions.**

149
150 The following words, terms, and phrases, when used in this Ordinance, shall have the meanings
151 set forth herein:

152
153 *Bedroom.* The term “ Bedroom” means any room in a Vacation Rental which has a minimum of
154 70 square feet, a bed or other place for sleeping and a separate closet, wardrobe, chiffonier, or
155 armoire that is an integral part of the permanent construction within the Bedroom or an en-suite
156 bathroom and is located along an exterior wall with an emergency means of escape and rescue
157 opening to the outside, but shall not include living rooms, kitchens, bathrooms, shower rooms,
158 water closet compartments, laundries, pantries, foyers, connecting corridors, closets and storage
159 spaces. A Bedroom shall not constitute the only means of access to other Bedrooms or habitable
160 spaces and shall not serve as the only means of egress from other habitable spaces. If a room has
161 been added, altered, or converted without any required building permit having been granted, such
162 room shall not be deemed a Bedroom.

163
164 *Occupant.* The term “Occupant” means any person who occupies a Vacation Rental
165 overnight.

166
167 Owner. The term "Owner" shall mean the person or entity holding legal title to the Vacation Rental
168 property, as reflected in the Marion County Tax Collector's records.

169
170 Owner-Occupied. The term "Owner-Occupied" means the Vacation Rental is then
171 occupied by person(s), at the Vacation Rental Owner's consent, who do not pay rent for
172 the occupancy of the Vacation Rental, when such persons are members of the family of
173 the Vacation Rental Owner.

174
175 Responsible Party. The term "Responsible party" means the Owner, or any person eighteen
176 (18) years of age or older designated by the Owner, tasked with responding to requests
177 for complaints, and other problems relating to or emanating from the Vacation Rental.
178 There shall only be one designated Responsible Party for each Vacation Rental. An
179 Owner may retain a private property management company to serve as the designated
180 Responsible Party.

181
182 Vacation Rental. A "Vacation Rental" is a dwelling unit that is also a transient public lodging
183 establishment, but is not a time share project. A transient public lodging establishment, as defined
184 by F.S. § 509.013(4)(a), as amended, is any unit which is rented out to guests more than three (3)
185 times in a calendar year for periods of less than thirty (30) days or one (1) calendar month,
186 whichever is less, or which is advertised or held out the public as a place regularly rented to guests
187 for periods less than thirty (30) days or one (1) calendar month, whichever is less.

188
189 **Sec. 18-242 Vacation Rental General Regulations.**

190 (a) Applicability. The regulations set forth in this article shall apply to any building or structure
191 utilized as a Vacation Rental within any City zoning district.

192
193 (b) Registration and inspection.

194
195 (1) Registration required. It shall be unlawful for any person or entity to operate a Vacation
196 Rental within the corporate limits of the City without first registering the Vacation Rental
197 with the community development department in accordance with the requirements of this
198 article. All existing Vacation Rentals shall be required to be registered by _____;

199
200 (2) Initial registration. Every Vacation Rental Owner shall first register with the City by
201 submitting to the community development department a properly completed and notarized
202 registration form, as prescribed by the City, together with a registration fee in an amount
203 established by resolution of the City council. A separate registration form shall be required
204 for each Vacation Rental. The registration form shall be accompanied by the following:

- 205
206 a. A copy of the business tax receipt issued by the City if applicable (Per Chapter 18 of
207 the City's Code of Ordinances an Owner is required to obtain a business tax receipt if
208 owning two (2) or more rental properties);

209

- 210 **b. A copy of the Florida Department of Business and Professional Regulation license as**
211 **a transient public lodging establishment/Vacation Rental;**
212
- 213 **c. A copy of the Vacation Rental's current and active certificate of registration with the**
214 **Florida Department of Revenue for the purpose of collecting and remitting sales taxes,**
215 **transient rental taxes and any other taxes required by law to be remitted, as applicable,**
216 **or proof that payment is arranged through a third party such as an on-line platform;**
217
- 218 **d. Proof of the establishment of an account with the Marion County Tax Collector for the**
219 **payment of applicable taxes or that payment is arranged through a third party such as**
220 **an on-line platform;**
221
- 222 **e. Copies of the postings or pamphlets required by subsection (c)(6) below;**
223
- 224 **f. A copy of a sample lease agreement;**
225
- 226 **g. Exterior site sketch. An exterior site sketch of the Vacation Rental property showing**
227 **and identifying all structures, pools, spas, fencing, docks, and uses, including areas**
228 **provided for off-street parking. For purposes of the sketch, parking spaces shall be**
229 **shown so as to enable a fixed count of the number of parking spaces provided per**
230 **subsection (c)(4) below. At the option of the Vacation Rental Owner, such sketch may**
231 **be hand drawn, and need not be professionally prepared;**
232
- 233 **h. Interior building sketch by floor. A building sketch by floor shall be provided, showing**
234 **a floor layout identifying all Bedrooms, other rooms, exits, hallways, stairways, and**
235 **location of fire extinguishers, smoke, and carbon monoxide detectors. At the option of**
236 **the Vacation Rental Owner, such sketch may be hand drawn, and need not be**
237 **professionally prepared; and**
238
- 239 **i. A completed Vacation Rental Responsible Party designation, in the format prescribed**
240 **by the City, which includes the information required by subsection (c)(5) below.**
241
- 242 **(3) Registration renewal. After a Vacation Rental is initially registered, the registration shall**
243 **be renewed by October 1st of each year through the execution of a renewal affidavit, in the**
244 **format prescribed by the City, and the payment of the renewal fee established by resolution**
245 **of the City council.**
246
- 247 **(4) Registration updates. Any changes to the information or submittals included with the initial**
248 **registration must be reported to the City within thirty (30) days of the occurrence of such**
249 **changes. Such changes include, but are not limited to:**
250
- 251 **a. An increase in the number of Bedrooms of the Vacation Rental.**
252
- 253 **b. An increase in the maximum occupancy of the Vacation Rental.**
254

- 255 c. An increase or decrease in the number of parking spaces, or a change in the location of
256 parking spaces of the Vacation Rental.
257
- 258 d. A change in ownership of the Vacation Rental.
259
- 260 e. A change in status of state licensure. City registration shall not be valid for any duration
261 where such vacation rental is not properly licensed with the State of Florida's
262 Department of Business and Professional Regulation.
263
- 264 (5) Incomplete registration/renewal. If the registration form or renewal form submitted
265 pursuant to this section is incomplete, the registrant shall be informed of such deficiency
266 and shall have ten (10) days to correct the deficiency.
267
- 268 (6) Outstanding code violations. The City shall not process any Vacation Rental registration
269 or renewal if the property has unresolved code violations or code enforcement liens.
270
- 271 (7) Inspection. Inspection by the City to verify compliance with the requirements of the article
272 may be required subsequent to initial registration with the City and annually after each
273 renewal. The Owner shall allow the City to inspect the Vacation Rental within forty-five
274 (45) days after the City notifies the Owner or Responsible Party that the City is ready to
275 conduct an inspection. Non-compliance with the requirements of this article discovered
276 during any inspection shall be treated as a violation of the City Code and be processed in
277 accordance with Section 18-243 below. Additionally, failure to allow the City to inspect
278 the Vacation Rental within the time period specified herein shall constitute a separate
279 violation of the City Code and be processed in accordance with Section 18-243 below.
280
- 281 (8) Evidence of Vacation Rental operation. Advertising, listing, or posting a property on the
282 internet, utilizing any mass communication medium or in any publication as being
283 available for use as a Vacation Rental creates a rebuttable presumption that the Owner or
284 operator is utilizing the property as a Vacation Rental. Nothing set forth herein precludes
285 the City from presenting other forms of evidence of Vacation Rental operation.
286
- 287 (9) False information. It shall be unlawful for any person to give any false or misleading
288 information in connection with the requirements and obligations set forth in this article.
289
- 290
- 291 (10) Waiver/estoppel. A Vacation Rental registration shall not be construed to
292 establish any vested rights or entitle the registered Vacation Rental to any rights
293 under the theory of estoppel. A Vacation Rental registration shall not be construed
294 as a waiver of any other requirements contained within the City's code or
295 Comprehensive Plan and is not an approval of any other code requirement outside
296 this Article. The registration of a Vacation Rental is not an approval of a use or
297 activity that would otherwise be illegal under Florida law, the Florida Building

298 Code, the Florida Fire Code or Life Safety Code, or in violation of the City Code or
299 Comprehensive Plan.

300

301 (c) Vacation rental standards. No person or entity shall operate a Vacation Rental within the City
302 unless such Vacation Rental complies with the following standards:

303

304 (1) Minimum life/safety requirements:

305

306 a. Swimming pool, spa and hot tub safety. A swimming pool, spa or hot tub shall comply
307 with the current standards of the Residential Swimming Pool Safety Act, as set forth in
308 F.S. ch. 515.

309

310 b. Smoke and carbon monoxide (CO) detection and notification system. If an
311 interconnected and hard-wired smoke and carbon monoxide (CO) detection and
312 notification system is not in place within the Vacation Rental, then one (1) such
313 system shall be required to be installed and maintained on a continuing basis
314 consistent with the requirements of Section R314, Smoke Alarms, and Section
315 R315, Carbon Monoxide Alarms, of the Florida Building Code-Residential. In the
316 alternative, a battery operated system with a 10-year battery may be utilized for
317 smoke and carbon monoxide detection and notification.

318 c. Fire extinguisher. A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher
319 shall be installed, inspected and maintained in accordance with NFPA 10 on each
320 floor/level of the dwelling unit. The extinguisher(s) shall be installed on the wall or in
321 a visible, easily accessed location in an open common area or in an enclosed space with
322 appropriate markings visibly showing the location.

323

324 d. Emergency egress and maintenance. Halls, entrances and stairways within a Vacation
325 Rental shall be clean and ventilated. Hall and stair runners shall be kept in good
326 condition. Rails shall be installed on all stairways and around all porches and steps.

327

328 (2) Maximum occupancy. The maximum occupancy restrictions set forth below shall not apply
329 when the property is Owner-Occupied by the Vacation Rental Owner. Maximum
330 occupancy of a Vacation Rental shall not exceed the lesser of:

331

332 a. Two (2) persons per Bedroom plus two (2) additional persons per property; or

333

334 b. Sixteen (16) persons.

335

336 Children under six (6) years of age shall not be included in the calculation of maximum
337 occupancy.

338

339 (3) Lease requirements. There shall be a written or online lease, rental, tenant, or other
340 recorded agreement memorializing each Vacation Rental tenancy between the Owner or

341 Responsible Party and the Occupant(s). The City reserves the right to request and receive
342 a copy of any Vacation Rental lease or rental agreement from the Owner or Responsible
343 Party at any time. The agreement shall, at a minimum, contain the following information:
344

- 345 a. The maximum number of Occupants for the unit as specified in subsection (2) above;
346
347 b. The number of parking spaces associated with the Vacation Rental unit, if applicable,
348 and the location of such spaces;
349
350 c. The name, date of birth, and driver's license number of all person(s) financially
351 responsible for paying for the vacation rental unit and/or the person who will be
352 physically present and responsible for the unit during the rental;
353
354 d. The dates of such occupancy;
355
356 e. A statement that all Occupants must evacuate from the Vacation Rental following any
357 evacuation order issued by local, state, or federal authorities;
358
359 f. A statement that the subletting of the unit is prohibited;
360
361 g. A statement that the unit shall not be used for any commercial use; and
362
363 h. A copy of a document to be supplied by the City which includes excerpts from City
364 of Dunnellon ordinance provisions of general application relevant to Vacation Rentals
365 to include solid waste pick-up regulations, regulations related to Rainbow River rules
366 (including State Laws regarding alligators and wildlife), and the City of Dunnellon's
367 Noise Ordinance as a lease addendum. The City will make available to Vacation
368 Rental Owners and Responsible Party a copy of such document in digital format
369 upon request, and the City will post such document on its website.

370
371 (4) Parking. All vehicles associated with the Vacation Rental shall be parked within a
372 driveway or a designated parking area located on the premises and shall, at all times, abide
373 by all generally applicable City of Dunnellon ordinances.
374

375 (5) Vacation Rental Responsible Party. Each Vacation Rental must designate a Responsible
376 Party to respond to routine inspections as well as non-routine complaints and any other
377 problems related to the operation of the Vacation Rental. The property Owner may serve
378 in this capacity or shall otherwise designate another person eighteen (18) years or older to
379 serve as the Responsible Party. The Responsible Party shall perform the following duties:
380

- 381 a. Be available by telephone at the listed phone number twenty-four (24) hours per day,
382 seven (7) days per week and be capable of handling any issues relating to the operation
383 of the Vacation Rental;
- 384
- 385 b. If required, be willing and able to come to the Vacation Rental within a reasonable
386 time following notification from an Occupant, the Owner, or the City to address any
387 issues relating to the operation of the Vacation Rental;
- 388
- 389 c. Maintain a record of all lease or rental agreements for the Vacation Rental for a period
390 of three years;
- 391
- 392 d. Receive service of any legal notice on behalf of the Owners for violation of the
393 requirements set forth in this article;
- 394
- 395 e. Maintain for three years a log of all bookings of the Vacation Rental. The log
396 shall only be required to contain the booking date of each rental, the name of
397 the person(s) financially responsible for the booking; and the number of
398 Occupants on each booking date. The log shall be available for inspection by
399 the city to determine compliance with this article. Nothing herein shall be
400 construed to require the provision of any other information in the log
401 including any personal or confidential information of the Occupants; and
- 402
- 403 f. Otherwise reasonably monitor the Vacation Rental to ensure compliance with the
404 requirements set forth in this article.
- 405
- 406 (6) Minimum Vacation Rental information required postings or pamphlets. The Vacation
407 Rental shall be posted, or pamphlets provided to the Occupants within the unit, with the
408 following information, either on the back of or next to the main entrance door or on the
409 refrigerator:
- 410
- 411 a. The name, address, and telephone number of the Vacation Rental Responsible Party;
- 412
- 413 b. The maximum occupancy of the unit;
- 414
- 415 c. A notification that all garbage or trash must be placed in a garbage or trash can or
416 other approved garbage receptacle and that all recyclables must be placed in
417 approved recyclable containers;
- 418
- 419 d. The days and time of trash pickup;
- 420
- 421 e. The location of the nearest hospital;

- 422 f. The location of designated parking spaces/areas, if applicable and the maximum
423 number of vehicles that can be parked onsite;
- 424 g. A basic evacuation map showing available entrances and exits from the unit in the
425 case of an emergency; and
- 426
- 427 h. A copy of the latest version of the document referenced within subsection (c)(3)(h)
428 herein (the document to be supplied by the City).

429

430 (7) Additional use restrictions.

431

432 a. Subletting of Vacation Rentals is prohibited;

433

434 b. Vacation rental units shall not be used or advertised for any commercial use; and

435

436 c. Vacation rentals and their occupants must comply with all applicable regulations,
437 standards, and requirements set forth in the City Code of Ordinances, as well as all
438 applicable federal, state, and county laws, ordinances, regulations, and administrative
439 codes pertaining to short-term or vacation rentals, including but not limited to Chapter
440 509, Florida Statutes, and Chapter 61C, Florida Administrative Code.

441

442 (d) Advertising. A Vacation Rental Owner shall include the City of Dunnellon Vacation Rental
443 registration number of the Vacation Rental unit in all advertising of the availability of
444 accommodations for the Vacation Rental unit. Advertising includes, but is not limited to print,
445 radio, television, video, online, social media, and sharing economy platform.

446

447 (e) Sexual offenders & human trafficking.

448

449 (1) Sexual Offender Proximity Prohibitions. It is unlawful to knowingly or
450 negligently rent any Vacation Rental to a sexual offender as defined by state law
451 if the Vacation Rental is located within two thousand five hundred (2,500) feet of
452 any school day care center, park, playground, or other place where children
453 regularly congregate.

454

455 (2) Human trafficking. It is unlawful for any Vacation Rental Owner or Responsible
456 Party to knowingly or negligently allow human trafficking activity within the
457 Vacation Rental.

458

459 (3) Non-compliance. In addition to other remedies provided for by general law, and those
460 identified in Section 18-243 below, a Vacation Rental Owner's failure to comply
461 with the provisions of this subsection (e) shall subject the Owner to revocation of
462 the Vacation Rental permit.

463

464 **Sec. 18-243 Violations/Remedies and Enforcement.**

465

466 (1) Violations. Non-compliance with any provision of this article shall constitute a violation
467 of the City Code of Ordinances and each day the violation exists shall constitute a separate
468 and distinct violation.

469
470 (2) Remedies and enforcement. Any violations of this Article may be prosecuted and shall be
471 punishable as provided for in Section 1-12 of the Code of Ordinances or through any other
472 manner authorized by law, including, but not limited to, injunctive relief.

473
474 **Sec. 18-244 Vesting.**

475
476 (a) Existing, legally-established Vacation Rentals in operation prior to the effective date of this
477 ordinance may become vested in the ways described below, provided they are otherwise in
478 compliance with all other requirements contained herein. To qualify for vesting, an existing
479 Vacation Rental shall have until _____ to make full and complete application for a Vacation
480 Rental registration certificate and until _____ to receive a Vacation Rental registration
481 certificate in compliance with this section. All vesting determinations shall be made
482 administratively by the city clerk, community development director, or designee.

483
484 (1) Rental agreement vesting. It is recognized that there may exist rental or lease agreement(s)
485 for Vacation Rentals upon the effective date of this ordinance which may not be in
486 compliance with the terms of this article. Rental agreements entered into prior to the
487 effective date of this ordinance shall be considered vested. All such fully executed rental
488 agreements shall be attached to the initial application for Vacation Rental registration
489 certificate. No special vesting process or fee shall be required to obtain this vesting benefit
490 other than demonstrating eligibility through the Vacation Rental registration certificate
491 application process and providing copies of such rental or lease agreement(s).

492
493 (2) Temporary vesting of certain safety requirements. Some existing Vacation Rentals may
494 not meet the minimum life/safety requirements as required in Sec. 18-242(c)(1). Correcting
495 these measures may take some time to secure a licensed contractor, obtain the necessary
496 permits, and complete the work. All Vacation Rentals shall have six (6) months from the
497 effective date of [the ordinance from which this article derives], or _____, whichever is
498 later, to comply with the physical changes required. No special vesting process or fee shall
499 be required to obtain this vesting benefit other than demonstrating eligibility through the
500 Vacation Rental registration certificate application process.

501
502 (b) A vested use shall not transfer to a subsequent Owner. A vested use is not transferrable to
503 another Vacation Rental. Subsequent Owners must make application and comply with the
504 requirements of this section.

505
506 (c) If a vested use ceases for a period of six (6) months, then the vesting shall be considered to
507 have lapsed and the Vacation Rental will be subject to all Vacation Rental requirements as if
508 a new application.

510 **Sec. 18-245 Appeal.**

511
512 Appeal. Any person adversely affected by an administrative interpretation of the city clerk,
513 community development manager, or designee may appeal that interpretation to the City Council
514 by filing a written notice of appeal of said interpretation within ten (10) calendar days of said
515 interpretation. The City Council shall hear and decide said appeal at its next available regular
516 meeting date.

517
518 **SECTION 3. CONFLICTS.** In any case where a provision of this Ordinance is found to be in
519 conflict with a provision of any other ordinance of this City, the provision which establishes the
520 higher standards for the promotion and protection of the health and safety of the people shall
521 prevail.

522
523 **SECTION 4. SEVERABILITY.** If any section, subsection, sentence, phrase, word, or portion of
524 this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall
525 not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,
526 word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or
527 unconstitutional.

528
529 **SECTION 5. CODIFICATION.** The provisions of this Ordinance shall be codified as and
530 become and be made a part of the City of Dunnellon Code of Ordinances. The sections of this
531 Ordinance may be renumbered or re-lettered to accomplish such intention and the word
532 “Ordinance,” or similar words, may be changed to “Section,” “Article,” or other appropriate word.
533 The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

534
535 **SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective on _____,
536 2023.

537
538 **Upon motion duly made and carried,** the foregoing ordinance was adopted on the first reading
539 on the ____ day of _____ 2023.

540
541 **Upon motion duly made and carried,** the foregoing ordinance was adopted on the second and
542 final reading on the ____ day of _____ 2023.

543
544 Ordinance Posted on the City’s website on _____, 2023. Public hearing advertised on the
545 City’s website on _____ and advertised in the Riverland News on _____.

546
547
548
549 _____
549 William P. White, Mayor

550 Attest:
551
552 _____
553 Amanda L. Odom, CMC
554 City Clerk

555

556 Approved as to Form:

557

558 _____

559 Andrew J. Hand, City Attorney

560

561

562

CERTIFICATE OF POSTING

563

564 **I HEREBY CERTIFY** that copies of the foregoing Ordinance were posted at City Hall, the
565 Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the
566 City's Official Website this ____ day of _____ 2023.

567

568 _____

569 Amanda L. Odom, CMC

570 City Clerk

Prepared by: Duke Energy Florida, LLC
Return To: Duke Energy Florida, LLC
Attn: Land Services
2166 Palmetto St
Mail Code: Mail Code
Clearwater, Florida 33765

Parcel # 3380-1211-00

EASEMENT

State of Florida
County of Marion

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 20____, from **CITY OF DUNELLON**, a Florida a municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference. ("**Property**").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
5. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
6. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
7. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

Witnesses:

CITY OF DUNELLON
a Florida a municipal corporation

(Witness #1)

Wallace Dunn II, Mayor

Printed Name: _____

Grantor(s) Mailing Address:

(Witness #2)

20750 River Dr.
Dunnellon, FL 34431-6744

Printed Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____ by Wallace Dunn II, Mayor of CITY OF DUNELLON, a Florida a municipal corporation, on behalf of the municipal corporation. He/She is personally known to me or has produced _____ as identification.



Notary Public: _____

Printed/ Typed Name: _____

Commission Expires: _____

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

EXHIBIT "A"

SEC 35 TWP 16 RGE 18

PLAT BOOK A PAGE 174

DUNNELLO

LOT 1211 & N ½ OF ABBROGATED PARK AV LYING S OF LOT 1211 LYING 2 TO RR RWY & E TO BRIDGE ST & LOT 1212 & S ½ ABBROGATED PARK AV LYING TO W LINE RR RWY & E TO BRIDGE ST & LOTS 1213, 1214, 1215, 1216, 1217 MAINTENANCE BARN



**PROCLAMATION #PRO2023-02
MOTORCYCLE SAFETY AWARENESS
MONTH**

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of people in Marion County and Florida’s mild climate and scenic roadways make motorcycle riding an enjoyable experience throughout the year; and

WHEREAS, Marion County’s growing population, seasonal residents and travelers using Marion County roadways make motorcycle safety an important issue for all drivers and the safe operation of a motorcycle requires the use of special skills developed through a combination of training and experience, the use of good judgement, and a thorough knowledge of traffic laws and licensing requirements; and

WHEREAS, motorcycling can be an enjoyable activity when safety is of paramount consideration and all regulations are observed; and

WHEREAS, there were 652,596 motorcycles registered in Florida with 15,357 in Marion County as of March 5, 2023, along with 1,373,517 motorcycle endorsements in Florida with 35,321 in Marion County as of July 1, 2021; and

WHEREAS, to prevent injuries and deaths on roadways, it is important for motorcyclists and motorists to always be vigilant in their efforts to share the roadway and ensure safety for everyone; and

WHEREAS, motorcycle organizations, clubs, dealerships, groups and highway safety officials in our county are encouraged to join the Florida Rider Motorcycle Safety Program, ABATE of Florida, Inc., and all motorcyclists in actively promoting safe operation, increased rider training, improved licensing agreements, and motorist awareness; and

WHEREAS, the Motorcycle Safety Foundation has designated the month of May as Motorcycle Safety Awareness Month, as recognized by the National Highway Traffic Safety Administration, and the Governor of the State of Florida, to encourage other motor vehicle operators to be cautious and observe these vulnerable road users on Dunnellon’s streets and roads;

THEREFORE, BE IT PROCLAIMED the City of Dunnellon hereby proclaims the month of May 2023 as

“MOTORCYCLE SAFETY AWARENESS MONTH”

DULY PROCLAIMED this 10th day of May, 2023.

Dunnellon City Council

Wallace Dunn, II, Mayor

Timothy Inskeep, Councilman

Juliane Mendonca, Councilperson

Rex Lehmann, Councilman

ATTEST:

Amanda L. Odom, CMC
City Clerk

Jan Cubbage, Councilwoman

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

MARION COUNTY

AND THE

CITY OF DUNNELLON

**FOR THE CONSTRUCTION OF NEW RESTROOM AT
BLUE RUN OF DUNNELLON PARK**

This **MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as “MOU,” is made and entered into by and between Marion County, a political subdivision of the state of Florida, hereinafter referred to as “COUNTY”, and the City of Dunnellon, hereinafter referred to as the “CITY,” (collectively the “Parties”).

WHEREAS, the COUNTY, the CITY and Rainbow River Conservation, Inc. are partners in the acquisition, planning and development of Blue Run of Dunnellon Park (herein referred to as the “Park”); and

WHEREAS, the COUNTY and the CITY operate and manage the Park, along with help from Rainbow River Conservation, Inc. and several non-profit and volunteer organizations, and all are committed to making the Park a success.

WHEREAS, the COUNTY and the CITY work together to complete the improvements included the Blue Run of Dunnellon Park Management Plan and look to continue this partnership by entering this MOU with a focus on the completion of the restroom as indicated in the Management Plan; and

WHEREAS, the CITY has committed to investing \$210,400 towards the construction of a restroom at the Park; and

WHEREAS, the COUNTY has committed to investing \$413,981 towards the construction of a restroom at the Park, bringing the combined project budget to \$624,381; and

WHEREAS, the COUNTY has entered into a Project Funding Agreement, included in this MOU as Exhibit A, with the Florida Governmental Utility Authority (hereinafter referred to as “FGUA”) for the construction of water and wastewater infrastructure as detailed in the Blue Run of Dunnellon Restroom Addition Plans with a total value of \$221,215; and

WHEREAS, FGUA and US Water Services, Inc. as partners with the COUNTY in bringing these improvements to the public and have offered to contribute a combined total of \$50,000 (\$25,000 each) toward the costs of water and wastewater infrastructure, thus reducing the cost to the COUNTY to \$171,215; and

WHEREAS, the COUNTY and the CITY agree the remaining funds of \$463,156 (\$624,381 less \$171,215) shall be committed toward the construction of the restroom building itself; and

WHEREAS, the Parties must recognize that the costs of materials, transportation and labor continue to fluctuate across all markets therefore unencumbered costs indicated in this MOU are general budgetary figures and may not reflect the true costs of the project.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions to be complied with by the respective Parties, the Parties hereto AGREE AS FOLLOWS:

I. PURPOSE

The Parties hereto acknowledge and agree that the aforementioned recitals are true and accurate and are a material part of and predicate for this MOU. This MOU is executed for the purposes of codifying the commitments for the Blue Run of Dunnellon Park Restroom Addition from both the COUNTY and the CITY as they pertain to the project.

II. RESTROOM PROJECT

1. On February 17, 2022, the Marion County Parks & Recreation Department provided the Board of County Commissioners with an update pertaining to the Blue Run of Dunnellon Park Restroom Additions project.
2. As part of that update, estimated costs to construct several different types of public restrooms were presented for consideration. Each of the options included a specific cost of \$254,810 for associated civil construction costs, which includes the water and wastewater infrastructure needed to serve the restroom.
3. The Board selected the “parks standard” restroom model with an estimated building cost of \$189,190. Combined with the civil costs, the construction of the “parks standard” model at the Park has a total estimated cost of \$444,000.
4. At the same meeting the CITY emphasized their desire to have the original restroom constructed as designed. The estimated building cost of the originally designed restroom is \$418,200. Combined with the civil costs, the construction of the original restroom at the Park has a total estimated cost of \$673,010.
5. Since plans for the original restroom were created in 2016, the COUNTY has requested a proposal from Partin Architecture to review and update the construction plans to meet the current Florida Building Code as well as professional services during the bidding process and site visits while the building is under construction.
6. All construction cost estimates were provided by the COUNTY in early 2022 and should not be considered the final actual costs of construction. Such costs are impacted by the regional construction market and final pricing may not be known until costs are solicited through a competitive bidding process.
7. The COUNTY has encumbered \$171,215 towards the civil construction leaving the COUNTY’s balance of available funding at \$242,756. Combining the balance with the CITY’s commitment of \$210,400 yields a project funding balance of \$453,156.
8. The COUNTY agrees that once civil infrastructure is close to substantial completion, the County will obtain pricing for construction of the restroom building.

III. CONSRUCTION MANAGEMENT

1. The COUNTY has completed all required site plans and utility plans for the project and has coordinated the architectural designs on behalf of the CITY. All development orders for the site construction have been obtained and are on record with the CITY.
2. Construction permits for the building are the responsibility of the selected building contractor.
3. The COUNTY shall obtain pricing for the construction of the restroom. Upon receiving said pricing, the COUNTY shall coordinate with the CITY and review the costs together to assure for completeness and accuracy.
4. Upon acceptance of the costs, the COUNTY shall enter into a contract for construction with the selected contractor.
5. Upon entering the contract for construction, the CITY shall provide the COUNTY with payment equal to or greater than the CITY's obligation of \$210,400, depending on the value of the accepted bid.
6. Upon completion and acceptance, closure of all open permits and compliance with any conditions established through permitting, the COUNTY and CITY shall release retainage and transition into normal operations of the restroom.

IV. AMENDMENT

This MOU may only be amended by mutual written agreement of both parties.

V. ASSIGNMENT

This MOU, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the parties without the prior written consent of the other party.

VI. INDEMNIFICATION

The CITY shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and descriptions brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with CITY's ownership, possession, use, or misuse of Blue Run of Dunnellon Park or any negligent act or omission of the CITY, or its employees, officers, or agents, in performing this MOU. In accordance with Section 768.28(19), Florida Statutes, nothing herein shall require either party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence.

VII. TERM OF MEMORANDUM OF UNDERSTANDING

THIS MOU shall run continuously through the length of the construction of the restroom, including any amendments to increase the term of the Lease Agreement.

IN WITNESS WHEREOF, the parties have entered into this MOU by their duly authorized officers on the date of the last signature below.

**MARION COUNTY, FLORIDA
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

ATTEST:

_____	Craig Curry, Chairman	Date
Greg C. Harrell, Clerk	Date	

APPROVED AS TO FORM:

County Attorney Date

WITNESS:

TOWN OF DUNNELLON

_____	Wally Dunn, Mayor	Date
-------	-------------------	------
