

**Agenda**  
**City of Dunnellon**  
**City Council Workshop**  
**20750 River Drive, Dunnellon, FL 34431**  
**May 5, 2021**  
**5:30 p.m.**  
Join Zoom

<https://dunnellon.zoom.us/j/99258404108?pwd=ZUFORUhlU2pLU2hqOENqS1BhMIYwZz09>

Webinar ID: 992 5840 4108

**Dunnellon City Council meeting will be held on May 5, 2021, at 5:30 p.m. at Dunnellon City Hall with Social Distancing Modifications.**

**Anyone attending the meeting may be required to wear a mask/face covering. All attendees may be subject to screening to include a temperature check.**

### **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 [mroberts@dunnellon.org](mailto:mroberts@dunnellon.org)

Members of the public who would like to participate are encouraged to register in advance by Noon on Wednesday May 5, 2021. 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, April 28, 2021 to the City's website and City Hall bulletin board.**

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

**3. Board Reports**

**4. Presentation - Florida Wildlife Corridor Youth Expedition – Jason Lauritsen, Executive Director**

**5. Presentation - Council Meeting Video Streaming Challenges and Potential Solutions- Andrew Mathew, PC's-N-Parts**

Documents:

[Council Meeting Video Streaming Challenges and Potential Solutions-Presentation ADA.pdf](#)

**6. Agreement AGR#2021-13 DemandStar - Finance Officer, Jan Smith**

Documents:

[AGR2021-13 DemandStar Agenda Packet.pdf](#)

**7. Agreement #AGR2021-11 with Kimley Horn – Application for U.S. Legislative Appropriation for the Dunnellon Police Station and Community Center - Chief McQuaig and Finance Officer, Jan Smith**

Documents:

[AGR2021-11-US Leg. Approp. Request.pdf](#)

**8. Construction of a Shade Pavilion at City Beach - Public Works Manager, Troy Slattery**

Documents:

[Beach Shade Shelter Agenda Summary ADA.PDF](#)

**9. Public Works Vehicle – Ford F350 1 Ton work truck - Public Works Manager, Troy Slattery**

Documents:

[F350 1 Ton Work Truck agenda summary.pdf](#)

**10. Funding for Dunnellon Little League - Mayor White**

**11. Agreement #AGR1996-30 Florida Fish and Wildlife Conservation Commission – Mayor White**

**12. Girl Scouts of West Central Florida 2021 Gold Award Congratulatory Letter – City Clerk, Mandy Roberts**

Documents:

**13. Update on bike trail and pedestrian bridge on CR484 - City Clerk,  
Mandy Roberts**

**14. Council Comments**

**15. City Clerk Comments**

**16. City Attorney Comments**

**17. Public Comments**

- Tentative Agenda for Council Meeting Monday, May 10, 2021 at 5:30 p.m.

Consent Agenda

- Approval of Minutes
- Authorize the Mayor to execute the Agreement #AGR2021-13 between the City of Dunnellon and DemandStar
- Authorize the Mayor to execute a contract between the City and Dan Ryan Construction for the construction of one (1) 15 x 20 wood frame shade pavilion at the City Beach in the amount of \$9,954.91 upon satisfactory review by staff and the City Attorney
- Approve request to purchase a Ford F350 1 ton work truck with utility body, tow package and hazard lighting
- Authorize the Mayor to sign congratulatory letter to Hailey Constable of the Girl Scouts of West Central Florida

Regular Agenda

- Quasi-Judicial Hearing - #PZ20200259, Dunnellon Solar Farm, #SPX2021-01 Special Exception by John Taylor, representing Kingston Properties, LLC to construct a 75-megawatt Solar Farm at parcels 40701-000-00, SEC 01 TWP 17 RGE 18; 40713-001-00, 40714-003-00, 40715-001-00, 40716-000-00, 40717-000-00, 40719-001-00, SEC 06 TWP 17 RGE 19. (Property owner and surrounding property owner notices mailed on 4/22/2021)
- Consideration of Resolution #RES2021-04, Special Exception #SPX2021-01 by John Taylor, representing Kingston Properties, LLC
- Update - FY2020-2021 Second Quarter General Fund Budget

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.

City of Dunnellon  
Agenda Summary Form

**Meeting Date:**

1. Responsible Department: Information Technology
2. Presenter: Andrew Mathew, PCs -N- Parts
3. Recommended Action: Discontinue live streaming of City Council meetings and replace with a high quality audio/video upload with captions and transcript.

**Subject:** Council meeting video streaming challenges and potential solutions.

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

Discussion: To make audio and video from City Council Meetings and Workshops easily accessible online

**Procurement Method:** TBD

**Fiscal Information:** TBD

**Department Head Approval:** Council

**Attorney Review:** N/A

City of Dunnellon  
Agenda Summary Form

**Meeting Date:** May 5, 2021

1. Responsible Department: Finance
2. Presenter: Jan Smith
3. Recommended Action: Authorize the Mayor to execute the agreement between the City of Dunnellon and DemandStar

**Subject:** Agreement AGR#2021-13 DemandStar

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

DemandStar is an internet based electronic information system designed to distribute information pertaining to procurement processes for businesses and governmental entities.

This is a platform the City can utilize to advertise bids for commodities and services such as construction projects. There is no cost to the City to activate an account with DemandStar. This service provides another avenue for our use in addition to newspapers and the City's website in order to solicit responses from interested vendors.

**Procurement Method:** N/A

**Fiscal Information:** N/A

**Department Head Approval:** Jan Smith

**Attorney Review:** April 26, 2021



## **SERVICE AGREEMENT BETWEEN DEMANDSTAR CORPORATION AND City of Dunnellon (FL)**

### **1. Introduction**

This Service Agreement (“Agreement”) is entered into between DemandStar Corporation. (“DemandStar”), a Delaware corporation and City of Dunnellon (FL) (“Institution”).

### **2. Services Rendered**

DemandStar will provide the Institution with access to its DemandStar system, which is an Internet-based electronic information system designed to process, distribute, and archive information pertaining to the procurement process of the Institution. The parties enter into this Agreement for their sole and exclusive benefit. Nothing in this Agreement, express or implied, is intended to or will confer upon any person or entity other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

### **3. DemandStar Responsibilities**

- To allow the Institution to use the DemandStar system through the Web site located at [www.demandstar.com](http://www.demandstar.com) to post documentation to and communicate with Suppliers about its solicitations for formal bids, proposals, and informal quote requests.
- To automatically notify Suppliers that are registered members of the DemandStar system and have opted to receive notification service connecting them to the Institution of the Institution’s solicitations for formal bids, proposals, and quote requests via electronic mail or facsimile.
- To provide links to the DemandStar Web site through the Web site of the Institution, which will: (a) allow anyone to view bid and proposal information posted to the DemandStar system by the Institution, (b) allow bid and proposal documents to be electronically downloaded or mail ordered, and (c) allow Suppliers to register for memberships and subscriptions to the DemandStar system.
- To provide customer service support to the Institution.
- To supply the Institution with reference information and instructional materials to facilitate its notification to Suppliers of its decision to utilize the DemandStar system.

### **4. Institution Responsibilities**

- To notify the Institution’s Suppliers of its decision to utilize the DemandStar system.
- To comply with all applicable local, state, and federal laws governing access to public information.

### **5. Charge for Service**

The service will be provided free of charge to the Institution.

## **6. Intellectual Property Rights**

Any copyrightable works, ideas, discoveries, inventions, patents, products, trade secrets, software, trademarks, trade names, service marks, license rights, or other intellectual property rights (collectively, "Intellectual Property Rights") developed in whole or in part by DemandStar in connection with the services will be the exclusive property of DemandStar Corporation. Ownership and all intellectual property rights in the DemandStar system and in all ideas, processes and works of authorship created in whole or in part during the term of this Agreement by DemandStar Corporation belong exclusively to DemandStar Corporation. The Institution acknowledges such ownership and intellectual property rights in the DemandStar System, acknowledges that any such work is not a work made by DemandStar Corporation for hire, and agrees that the Institution will not assert any actions to the contrary.

## **7. Confidentiality**

DemandStar Corporation and the Institution each agree not to use any confidential or proprietary information disclosed to it by the other party for its own use or for any purpose other than for the provision of the services pursuant to this Agreement. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of the confidential information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information.

## **8. Warranty**

DemandStar Corporation shall provide the services and meet its obligations under this Agreement with due care and skill and in a timely and professional manner. Other than as provided in this Agreement, neither party provides any express or implied warranties, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose.

## **9. Relationship of the Parties**

DemandStar Corporation, in furnishing the services, is acting as an independent contractor. In addition, DemandStar Corporation is not acting as the custodian of the Institution's public records, has not been entrusted with any records belonging to the Institution or the availability of such records for public inspection and copying in accordance with the laws of the State of Florida. The Institution does not delegate to, or confer upon, DemandStar Corporation any of the Institution's responsibilities for compliance with applicable local, state, and federal laws governing access to public information.

## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement.

## **11. Severability**

If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

## **12. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of law principles.

**13. Attorneys' Fees**

In the event of litigation, the prevailing party shall be entitled to receive reasonable attorneys' fees and costs.

**14. Term of Agreement and Termination**

This Agreement will be effective on the date of execution. This Agreement does not have a specified term. This Agreement may be terminated at any time by either party upon 30 days prior written notice to the other party.

**15. Amendments**

No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed and delivered by each of the parties to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

**By:**

**DemandStar Corporation**

**City of Dunnellon (FL)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**

Definitions of terms used in this Agreement:

**Institution:** The legal entity that entered into this Agreement with DemandStar Corporation may also be described using the term, "agency".

**Plan Holder:** Any entity that has obtained a copy of the primary governing document of a solicitation for a formal purchase request, such as a bid or proposal.

**Supplier:** Any entity or party that has affirmatively accepted the DemandStar Corporation Terms of Use and provides or seeks to provide the Institution with goods or services related to the Institution's solicitations for formal bids, proposals, and informal quote requests. A Supplier may also be known as a vendor or contractor.



City of Dunnellon  
Agenda Summary Form

**Meeting Date:** May 5, 2021

1. Responsible Department: Finance
2. Presenter: Chief McQuaig / Jan Smith
3. Recommended Action: N/A

**Subject:** AGR2021-11 – Application for U.S. Legislative Appropriation for the Dunnellon Police Station and Community Center

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

On April 12, 2021 City Council approved AGR2021-09 Kimley Horn IPO #95 for On-Call Grant Writing Services. The City's purchasing policy Sec. 2-381(a) allows the City Clerk to enter into contractual obligations not to exceed \$4,999.99

On April 13<sup>th</sup> I received notification of a request from Congressman Dunn's office of grant funding available and inviting the City to apply. We then contacted Allison Megrath with Kimley Horn to assist us with the application for funding the retrofit of Soul's Harbor Church for a Police station and community center. The application was due by 5:00 pm April 19<sup>th</sup>. Allison agreed to assist us within the expense threshold in accordance with the City's purchasing policy Sec. 2-381(a).

Attached you will find the City's Community Project Request for federal funding of a Police Station and Community Center in the amount of \$2,771,500. This request does not require the City to provide a funding match if awarded. The amount requested represents our best estimate of the cost to retrofit the building and parking lot which has escalated due to the increase in construction costs that have taken place over the past year. This is only an estimate and will be adjusted, up or down, as actual costs become known.

**Procurement Method:** N/A

**Fiscal Information:** N/A

**Department Head Approval:** Chief McQuaig / Jan Smith

**Attorney Review:** N/A

City of Dunnellon  
Agenda Summary Form

**Meeting Date:** May 5, 2021

1. Responsible Department: City Beach
2. Presenter: Troy Slattery
3. Recommended Action: Authorize the Mayor to execute a contract between the City and Dan Ryan Construction for the construction of one (1) 15 x 20 wood frame shade pavilion at the City Beach in the amount of \$9,954.91 upon satisfactory review by staff and the City Attorney.

**Subject:** Construction of a Shade Pavilion at City Beach

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

Multiple contractors were contacted to construct a shade pavilion at City Beach to include plans, engineering and construction. Many were either too busy or not interested in the project. We received two (2) quotes.

The two (2) options available are:

- Wood Frame
- Steel

The backup to this request is not ADA compliant and will be provided at the council workshop.

**Procurement Method:** Quotes

**Fiscal Information:** FY 2020-21 budget (GF capital replacement reserve)

**Department Head Approval:** Troy Slattery

**Attorney Review:** N/A

City of Dunnellon  
Agenda Summary Form

**Meeting Date:** May 5, 2021

1. Responsible Department: Roads & Streets
2. Presenter: Troy Slattery
3. Recommended Action: Authorize the purchase of an F350 1 Ton work truck in the amount of \$38,511

**Subject:** Public Works Vehicle – Ford F350 1 Ton work truck

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

Request to purchase a Ford F350 1 ton work truck with utility body, tow package and hazard lighting.

The backup to this request is not ADA compliant and will be provided at the council workshop.

**Procurement Method:** State Contract

**Fiscal Information:** FY 2020-21 budget (5<sup>th</sup> cent gas tax reserve)

**Department Head Approval:** Troy Slattery

**Attorney Review:** N/A

Girl Scouts of West Central Florida  
 4610 Eisenhower Blvd., Tampa FL 33634  
 2020-2021 Gold Award Girl Scouts



*Each year, these awards are presented to girls who have planned and executed Take Action projects in response to pressing community needs. In the process, girls gain skills in leadership, project planning, time management, and budgeting, plus confidence that lasts a lifetime. It is also a valuable program for girls as they consider their next steps after high school.*

Last Name	First Name	County	City	Name of project
Nunag	Lauren	Hernando	Spring Hill	Supporting Children Halfway Across the World
Hunter	Kealy	Hernando	Brooksville	The Stroke Recovery Assistant
Patterson	Lily	Hernando	Spring Hill	Cigarette Butt Awareness PSA Film Series
Campbell	Sadie	Hillsborough	Tampa	Type 1, Type What?
Pramberger	Alexandra	Hillsborough	Lutz	Letters of Love
Westmoreland	Kelly	Hillsborough	Tampa	Gardens for Grandparents
Fry	Gabriela	Hillsborough	Lithia	Mobile Music
Hall	Katharine	Hillsborough	Lithia	Self-contained Fitness Station
Kneusel	Danielle	Hillsborough	Lithia	Deep Breaths: Anxiety
Powers	Allison	Hillsborough	Riverview	Preserve Picnic
Robbins	Scarlett	Hillsborough	Lithia	Military Child Support Program at Valrico Lake Advantage Academy
Rosengard	Rebecca	Hillsborough	Lithia	Horse Care 101
Solis	Emma	Hillsborough	Lithia	Seeds of Hope Healthy School Pantry
Wolpert	Morgan	Hillsborough	Lithia	Butterfly Market
Cenal	Thalia	Hillsborough	Tampa	Helping the Homeless
Neil	Gloria	Hillsborough	Tampa	Forever Family
Nicosia	Natalie	Hillsborough	Apollo Beach	Take Action for the Ocean
Casanova	Morgan	Hillsborough	Tampa	Helping LGBT Youth
Gillen-Sanchez	Gabriella	Hillsborough	Tampa	Define Yourself, Don't Be Defined
Hendley	Jordyn	Hillsborough	Tampa	Project LIVE
Burkhart	Clara	Hillsborough	Tampa	The Positivity Project
Noll	Shea	Hillsborough	Lutz	Sea Turtle Conservation
Dickey	Malaina	Hillsborough	Lutz	Backpacks
Novorska	Lauren	Hillsborough	Lutz	Advocating for Animals
Weck	Elizabeth	Hillsborough	Tampa	Hallways of Happiness

<b>Constable</b>	Hailey	Marion	Dunnellon	Guiding Light Disaster Relief Program
<b>Johnson</b>	Bayleigh	Marion	Ocala	Outdoor Classroom
<b>Youmans</b>	Madeline	Marion	Ocala	Animal Utility Course
<b>Shipe</b>	Bethany	Pasco	Port Richey	Fox Hollow Garden
<b>Prater</b>	Angelica	Pasco	Wesley Chapel	Melodic Medicine
<b>Hirshfeld</b>	Grace	Pasco	Largo	Making Your Troop Accessible
<b>Collins</b>	Sara	Pinellas	St. Petersburg	Veterans, Families, Fisher House
<b>Hengstenberg</b>	Grace	Pinellas	Palm Harbor	Campfire Song Preservation
<b>Torres</b>	Elena	Pinellas	St. Petersburg	Shark Tips
<b>Nottoli</b>	Amanda	Pinellas	Palm Harbor	Amanda's Little Library
<b>Hamric</b>	Kate	Pinellas	Largo	Greatest Wishes and Growing Readers
<b>Fowler</b>	Sara	Pinellas	Seminole	Birthday Boxes for Foster Children/Advocating for Foster Parents
<b>Parrish</b>	Emily	Pinellas	Largo	CPR and AED Awareness
<b>Seary</b>	Dezarae	Pinellas	Lakeland	Sea Turtle Conservation
<b>Prater</b>	Angelica	Polk	Lakeland	
<b>Brabant</b>	Hannah	Polk	Spring Hill	Fun Zone



**CITY OF DUNNELLON**  
20750 RIVER DRIVE DUNNELLON, FLORIDA 33431  
(352) 465-8500 FAX (352) 465-8505

May 5, 2021

Hailey Constable  
Girl Scouts of West Central Florida

Project Name: Guiding Light Disaster Relief Program

RE: 2021 Gold Award

Dear Ms. Constable:

The Dunnellon City Council would like to congratulate you on your outstanding achievement on your "Take Action" project, which resulted in your being recognized by the Girl Scout Council of West Central Florida in receiving the highest honor a Girl Scout can achieve in the Gold Award.

The Council is so very proud to see exceptional Girl Scouts recognized and appreciated by the community. Your excellent service to your community reflects very positively on the Girl Scouts program and we thank you wholeheartedly for your efforts.

Sincerely,

Bill White, Mayor