

Agenda
City of Dunnellon
City Council Meeting
March 14, 2022, 5:30 P.M.
Join Zoom

<https://dunnellon.zoom.us/j/82969277373?pwd=Yy81cDA3SHUyWnk3VHpVZ05nYVRzUT09>

Meeting ID: 829 6927 7373

Dunnellon City Council meeting will be held on March 14, 2022, 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 at modom@dunnellon.org

Members of the public who would like to participate are encouraged to register in advance by 12:00 noon on Monday, March 14, 2022. Please see instructions below on how to register.

Public input on non-agenda items will be heard at the beginning of the meeting. A three (3) minute time limit will be strictly administered.

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 - Posted on the City's website and City Hall bulletin board on Thursday, March 10, 2022.

Council's Comments Regarding Agenda

Public Comments on non-agenda items - 3 minute time limit

CONSENT AGENDA

Accept public comment on consent agenda items prior to making a motion.

(Note: Motion to approve items on the consent agenda is a motion to approve the

recommended actions.)

1. City Council Minutes (Backup To Be Provided)

- December 8, 2021 Council Workshop
- December 13, 2021 Council Meeting
- December 20, 2022 Special Council Meeting

2. Authorize Mayor To Sign Agreement #AGR2022-08, Dunnellon Little League

Documents:

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

3. Authorize Staff To Advertise Bid #BID2022-02 For Mockingbird Drive And West Blue Cove Drive Roadway Project

Documents:

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

4. Reject Proposal Received In Response To #RFP2022-01, Wood Pavilion Shade Shelters

Documents:

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

Consent Agenda Approval

PROPOSED MOTION: I move the consent agenda be approved as presented.

Regular Agenda

5. Special Presentation

6. Resolution #RES2022-05, Personnel Manual Amendment - Salary Classification Plan

Accept Public Comment

Proposed Motion: I move Resolution #RES2022-05 be read by title only.

Proposed Motion: I move Resolution #RES2022-05 be approved.

Proposed Motion: I move Option 1 of the Salary Adjustment Analysis be approved as presented at the March 9, 2022 Workshop and be effective March 21, 2022.

Documents:

[Resolution RES2022-05 Personnel Manual Amendment.pdf](#)

7. Resolution #RES2022-03, Amending The March 2008 Blue Run Park Management Plan

Accept Public Comments

Proposed Motion: I move Resolution #RES2022-03 be read by title only.

Proposed Motion: I move Resolution #RES2022-03 be approved.

Documents:

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

8. First Reading - Ordinance #ORD2022-02, Blue Run Park Commercial Use Exceptions

Accept Public Comments

Proposed Motion: I move Ordinance #ORD2022-02 be read by title only.

Proposed Motion: I move Ordinance #ORD2022-02 be approved.

Documents:

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

9. First Reading - Ordinance #ORD2022-04, Business Tax Receipt

Accept Public Comments

Proposed Motion: I move Ordinance #ORD2022-04 be read by title only.

Proposed Motion: I move Ordinance #ORD2022-04 be approved.

Documents:

Public Hearing Statement

All persons wishing to address the City council will be asked to limit their comments to the specific subject being addressed. Public opinions and input are valued by the Council. However, it is requested that comments are directed at specific issues rather than personal comments directed toward the council members or staff in order to foster mutual respect between council members and the public.

Members of the public in attendance at public forums should listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

Members of the public addressing City council and boards/commissions on a specific project or proposal are requested to disclose any personal interest or relationship; and any business, professional, or financial interests with any individual, group, project or proposal regarding the subject matter under review. Members of the public should always err on the side of more public disclosure, not less, in order to provide integrity to the public process.

Follow Public Hearing Notes - Public comment taken during public hearing

10. Public Hearing Ordinance #ORD2022-03, Purchasing Policy (Posted On The City's Website On February 10, 2022 And In The Ocala Star Banner On March 4, 2022)

11. Final Reading - Ordinance #ORD2022-03, Purchasing Policy Amendment

Accept Public Comment

Proposed Motion: I move Ordinance #ORD2022-03 be read by title only.

Proposed Motion: I move Ordinance #ORD2022-03 be approved.

Documents:

[Ordinance ORD2022-03 Purchasing Policy Amendment.pdf](#)

12. Annual Evaluation - Chief McQuaig

Documents:

[2022 Dunnellon Police Chief Annual Evaluation.pdf](#)

13. Council Liaison Reports And Comments

14. Department Head Reports

15. City Attorney Report

16. Adjourn

Proposed Motion: I move the City Council meeting be adjourned.

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.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION SEVEN. Conditions of Use.

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

SECTION EIGHT. Maintenance Responsibilities of Little League.

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

SECTION NINE. Responsibilities of the City.

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

SECTION TEN. Insurance and Indemnification.

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

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

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

SECTION ELEVEN. Default; Remedies.

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

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

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

SECTION THIRTEEN. Notice and contact person(s).

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

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

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

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

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

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

City:

Dated this ____ day of _____, 2022.

Attest:

City of Dunnellon, Florida

Amanda Odom, CMC, City Clerk

William P. White

Dunnellon Little League, Inc.

Dated this ____ day of _____, 2022.

Dunnellon Little League, Inc.

By: _____

Title: _____

City of Dunnellon
Agenda Summary Form

Meeting Date: March 9, 2022

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

Subject: Mockingbird Drive and West Blue Cove Drive Roadway Project

Request for Approval Summary Explanation & Background:

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

Procurement Method: Sealed Bid

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

Department Head Approval: Troy Slattery

Attorney Review: N/A

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

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

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

City of Dunnellon
Agenda Summary Form

Meeting Date: March 9, 2022

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

Subject: RFP#2022-01 Wood Pavilion Shade Shelters

Request for Approval Summary Explanation & Background:

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

Procurement Method: Sealed bid

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

Department Head Approval: Troy Slattery

Attorney Review: N/A

RESOLUTION #RES2022-05

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DUNNELLON ADOPTING PERSONNEL MANUAL AMENDMENTS AND CHANGES TO ARTICLE X, SECTION 6.1 PAY AND CLASSIFICATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the attached amendments and changes titled “Exhibit A” to the personnel manual have been studied and reviewed by the City Council; and

WHEREAS, the City Council believes that the adoption of these amendments and changes is in the best interest of the City of Dunnellon.

NOTE: Underlined words of Schedule “A” of this Resolution constitute new text of the Personnel Manual. Words ~~stricken~~ are deletions.

NOW, THEREFORE, be it resolved by the City Council of the City of Dunnellon, Florida this 14th day of March 2022 that:

1. City of Dunnellon Personnel Manual, Article X, Section 6.1 is attached as “Exhibit A” and incorporated herein by reference, shall be amended as indicated.
2. If any portion of this Resolution is 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.
3. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.
4. This Resolution shall become effective on the 21st day of March 2022.

ATTEST:

CITY OF DUNNELLON, FLORIDA

Amanda L. Odom, CMC
CITY CLERK

William P. White, Mayor

Approved as to form and legality:

Andrew J. Hand, City Attorney

EXHIBIT A
RESOLUTION #RES2022-05
PERSONNEL MANUAL AMENDMENTS
Article X Pay and Classification Plan
SECTION 6 - SALARY PLAN/PAY
CLASSIFICATIONS

6.1 - PAY CLASSIFICATION BY GRADE

CLASSIFICATION/TITLE	PAY GRADE	MINIMUM	MAXIMUM
Beach/Park Attendant	101	22,880	31,782
Janitor	101	22,880	31,782
Service Worker I	106	25,532	36,894
Accounting Clerk (part-time)	108	27,861	40,388
Service Worker II	108	27,861	40,388
CSR/Administrative Assistant	109	29,114	42,267
Staff Assistant/Police	109	29,114	42,267
Staff Assistant/Records Clerk	109	29,114	42,267
Accounting Clerk (full-time)	109	29,114	42,267
Working Coordinator/PW	109	29,114	42,267
Code Enforcement Officer	110	29,682	43,118
Administrative Assistant/Police	112	33,260	48,486
Community Development Planning Assistant	112	33,260	48,486
Police Officer	116	39,823	58,330
Assistant City Clerk	118	43,617	64,021
Corporal	118	43,617	64,021
Sergeant	120	47,800	70,296
Finance Officer	121	50,049	73,670
Public Works Manager	121	50,049	73,670

Police Lieutenant	121	50,049	73,670
City Clerk/HR Manager	122	52,412	77,213
Community Development/CRA Manager	122	52,412	77,213
Police Chief/Emergency Management Coordinator	122	52,412	77,213
City Administrator	130	76,153	98,059

RESOLUTION #RES2022-03

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DUNNELLON, FLORIDA

ATTEST:

William P. White, Mayor

Amanda Odom, CMC, City Clerk

Approved as to form and legality:

Andrew J. Hand, City Attorney

41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77

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

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

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

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

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

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

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

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

92
93 **Upon motion duly made and carried,** the foregoing Ordinance was approved and passed upon
94 the second and final reading and public hearing on the _____ day of March 2022.

95
96 Ordinance Posted on the City’s website on March 7, 2022. Public hearing advertised on the City’s
97 website on _____, 2022 and advertised in the Riverland News on _____, 2022.

98
99 ATTEST: **CITY OF DUNNELLON**

100
101 _____
102 Amanda L. Odom, CMC
103 City Clerk
104
105 _____
106 William P. White, Mayor

107
108 Approved as to Form:
109 _____
110 Andrew J. Hand, City Attorney

111
112
113
114
115

116
117
118
119
120
121
122
123
124
125

CERTIFICATE OF POSTING

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

Amanda L. Odom, CMC
City Clerk

ORDINANCE #ORD2022-04

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

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

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

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

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

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

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

Section. 18-49. Schedule of Fees.

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

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

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

Section 2. Severability

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

Section 3. Effective Date

This ordinance shall be effective immediately upon passage.

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

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

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

William P. White, Mayor

Attest:

Amanda L. Odom, CMC
City Clerk

Approved as to form and Legal Sufficiency:

Andrew Hand, City Attorney

CERTIFICATE OF POSTING

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

Amanda L. Odom, City Clerk

37 obtain at least two offers from prospective contractors, provided the purchase is made in the best
38 interests of the city.

39 (b) *Purchase of goods - \$5,000 or greater.* The purchase of goods with an estimated
40 value of five thousand dollars (\$5,000.00) or greater shall be made after the city advertises to
41 receive sealed bids or proposals. Such purchases shall be authorized by a majority vote of the
42 city council.

43 (c) *Purchase of contractual services for public improvements.*

44 (1) Contractual services for public improvements with an estimated value of five
45 thousand dollars (\$5,000.00) but less than ~~fifteen thousand dollars (\$15,000.00)~~
46 thirty-five thousand dollars (\$35,000.00) shall not be awarded without obtaining
47 a minimum of two (2) written bids or proposals.

48 (2) Contractual services involving public improvements with an estimated value of
49 ~~fifteen thousand dollars (\$15,000.00)~~ thirty-five thousand dollars (\$35,000.00) or
50 greater shall be awarded after the city advertises to receive sealed bids or
51 proposals.

52 (3) All purchases of contractual services for public improvements of five thousand
53 dollars (\$5,000.00) or greater shall be approved by a majority vote of the city
54 council and shall be awarded to the lowest responsible bidder.

55 (d) *Purchase of contractual services not involving public improvements - \$5,000 or*
56 *greater.*

57 (1) Contractual services (including leases) with an estimated value of five thousand
58 dollars (\$5,000.00) but less than ~~fifteen thousand dollars (\$15,000.00)~~ thirty-five
59 thousand dollars (\$35,000.00) shall be awarded after the city receives a
60 minimum of two written offers, bids, or proposals. The city council has the
61 exclusive power to award the contract to the lowest responsible offeror, bidder,
62 or proposer.

63 (2) Contractual services (including leases) with an estimated value of ~~fifteen thousand~~
64 ~~dollars (\$15,000.00)~~ thirty-five thousand dollars (\$35,000.00) or greater shall be
65 awarded after the city advertises to receive sealed bids or proposals. Such
66 purchases must be authorized by a majority vote of the council.

67 (e) Item(s) to be purchased in a twelve-month period, with an estimated aggregate
68 purchase price exceeding one of the aforementioned dollar thresholds, shall not be
69 purchased in divided quantities to avoid the bidding requirements.

70 **SECTION III. Severability.** If the provisions of this Ordinance are declared to be severable,
71 and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be
72 invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,
73 sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the
74 legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

75
76 **SECTION IV. Repeal of Inconsistent Ordinances.** Any Ordinance in conflict with this
77 Ordinance is hereby repealed.

78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118

SECTION V. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Dunnellon; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION VI. Effective Date. This Ordinance shall be effective immediately upon adoption.

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

Upon motion duly made and carried, the foregoing Ordinance was approved and passed upon the second and final reading and public hearing on the 14th day of March 2022.

Ordinance Posted on the City’s website on February 10, 2022. Public hearing advertised on the City’s website on March 1, 2022 and advertised in the Ocala Star Banner on March 4, 2022.

ATTEST:

CITY OF DUNNELLON

Amanda L. Odom, CMC
City Clerk

William P. White, Mayor

Approved as to Form:

Andrew J. Hand, City Attorney

CERTIFICATE OF POSTING

I HEREBY CERTIFY that copies of the foregoing Ordinance were posted at City Hall, the Chamber of Commerce, and Dunnellon Library, in the City of Dunnellon, Florida, and on the City’s Official Website this 10th day of February 2022.

Amanda L. Odom, CMC
City Clerk

Dunnellon Police Chief Annual Evaluation

Job Title: Chief of Police

Reports to: City Council

Responsibilities: The Chief of Police serves as Chief Executive Officer of the Police Department under the City Council and is responsible for the general financial, personnel, and program administration of the Police Department according to established policies.

Performance Evaluation Standards: The employee's performance is to be evaluated based on the standards set forth in this instrument. If you feel you don't have enough information to rate an item, write "n/a" for "no answer." Please add comments as appropriate for clarification.

Evaluation Standards

Rating	Performance Level	Definition
5	Excellent	Highly Exceeds Performance Standards
4	Commendable	Performs Beyond Requirements
3	Expected	Meets Requirements
2	Approaching	Does Not Consistently Meet Requirements
1	Unacceptable	Requires Immediate Improvements

Employee Name: Mike McQuaig

Evaluation Period: 03/07/2020 03/07/2021

Month Day Year

Month Day Year

1. General Administration

3.4 a. The Chief of Police effectively leads and manages the daily operations of the Police Department.

3.6 b. Provides expertise to the City Council to support their oversight functions of the Police Department

4.0 c. Provides leadership to ensure that the goals and objectives of the Police Department are carried out.

- 3.6 d. Has effectively executed strategies and policies as adopted by the Council; recommends policy changes and review as appropriate.
- 3.0 e. Demonstrated critical thinking and the display of sound decision-making in directing the Department.
- 4.0 f. Displays high working standards and attitude that is a model for staff, volunteers, and the community.

Total Points 21.6

Mayor White: Excellent administrator with the highest of work standards.

Councilwoman Kenny: There was a lack of critical thinking and sound decision making regarding the retrofit and zoning issues for a police station, i.e. Soul Harbor, which was a critical mistake.

Councilwoman Williams: The Chief is very effective in the administration of DPD. His training and years of experience in law enforcement testifies to his knowledge, skills and abilities. He has demonstrated his ability to answer questions I've had or has gotten back with me in a timely manner in an effort to relay correct information.

Vice-Mayor Hanchar: Our Dunnellon Police Department is run very efficiently to protect and serve our citizens, always their top priority, during our everyday lives, natural emergencies, etc. Our officers and the whole department work effectively to have a positive presence in the community. Chief McQuaig leads by example. As a Council, we can be assured that we are well protected, the police department is respected in the community, and we are not constantly receiving complaints about the crime rate or our police officers.

Councilwoman Cabbage: Does not always respond to councilmember suggestions with an attitude of acceptance.

2. Budgeting and Financial Administration

- 3.8 a. Expends Police Department funds in accordance with the annual budget.
- 3.8 b. Maintains accurate financial and other required records in compliance with standards.
- 4.0 c. Makes regular financial and other budget reports to the City Council with the ability to explain deviations to budget.
- 3.8 d. Applies purchasing practices that provide desired products and services cost-effectively and in a timely manner.
- 3.8 e. Ensures appropriate risk management practices to mitigate losses.

- 4.2 f. Seeks potential sources of outside funding for programs through grant opportunities.

Total Points 23.4

Mayor White: One of Chief's strengths is stretching dollars.

Councilwoman Williams: DPD Chief is commended for his efforts to obtain grants for various programs.

Vice-Mayor Hanchar: Chief McQuaig continues to look for funding from various sources, including grants.

3. Personnel Administration

- 4.2 a. Supervises the personnel functions of the Police Department to include management of employees, records-keeping, scheduling/staffing, performance management, policy development, and training.
- 4.0 b. Adequately trains, develops, and delegates responsibilities to employees to ensure effective and efficient accomplishment of tasks.
- 3.8 c. Enables optimal performance of Police Department staff through communication and training.
- 3.4 d. Monitors employees' behavior and performance on an on-going basis and through performance appraisals as appropriate.
- 2.8 e. Addresses employee behaviors and conflicts exhibited by employees and takes timely, appropriate action to resolve such issues.
- 2.8 f. Adheres to state and federal personnel-related regulations.

Total Points 21

Mayor White – Chief holds his officers to high standards and will discipline when necessary.

Councilwoman Williams: Based on my interaction with officers and office staff, they are very knowledgeable and skilled in the performance of their job duties. I have experienced professionalism and quick responses to citizen's requests.

Councilwoman Cabbage: Chief McQuaig has failed to adequately monitor the placement/location of patrol officers as evidenced by the repeated occurrences of DPD patrol cars parked at Sateki Village Fri PM- after 4:15 and at the RSSP tubing park late Sat ams when the park is closed.

4. Program Administration

- 4.0 a. Oversees the development of programs and services that address the needs of citizens and the community at-large.
- 2.8 b. Measures Police Department program output and evaluates according to goals and objectives, providing direction to ensure adjustment and subsequent goal attainment.
- 3.8 c. Involves the Police Department in the community and the community in the Police Department through an active program of public relations.
- 4.0 d. Ensures all Police Department systems, facilities, and equipment are adequate to the fulfillment of the Department's mission by maintaining or improving them as necessary.
- 4.2 e. Develops a model Department which exemplifies high professional standards.
- 3.8 f. Reflects these standards in his/her own activities and decisions.

Total Points 22.6

Mayor White: Chief is very engaged with the public. This is one of his strengths.

Councilwoman Williams: In my opinion, DPD Chief puts forth a concerted effort in the area of program administration.

Vice-Mayor Hanchar: 4(d) Yes, Chief does make sure that all systems, equipment are improved or adequate for the job he and the staff are tasked with. However, it has been beyond his control regarding the facility due to the Council's indecision to secure a new facility for the Dunnellon Police Department.

5. City Council Relations

- 3.6 a. Maintains productive working relationship with the City Council.
- 3.8 b. Recommends to the Council plans, policies and technological improvements relating to Police Department operations.
- 3.6 c. Works with the City Council to maintain community support for the department's activities and programs.
- 3.6 d. Reports to the City Council regularly on departmental operations, activities, opportunities and problems.
- 4.0 e. Cooperates with other city departments and other agencies to achieve common goals; is proactive in developing partnerships which improve departmental functions.

3.2 f. Submits materials to the City Council in time to allow for review and preparation for meetings.

Total Points 21.8

Mayor White – Chief sometimes pushes the limits of the needs of the police over the other important demands of the City.

Vice-Mayor Hanchar: 5(b-e) Covid 19 was still an issue this year and as the policies changed Chief McQuaig worked to keep Council, fellow city managers updated on the newest protocols. Worked with the Council and fellow managers on the Blue Run Park ordinance.

Councilwoman Cabbage: (c) likes call the local TV station to report his unreasonable assessment of a councilmember's inquiry. Totally unprofessional. Writes a grant application and sends it out without conference or contact with council members.

Developmental Objectives

Strengths: (Illustrate and comment on the skill areas in which the Chief of Police has demonstrated a high level/degree of competence/strength.)

Mayor White: 1. Quick to respond; 2. has a strong network; 3. Loves his work; 4. Holds his officers to high standards.

Councilwoman Kenny: Public speaking.

Councilwoman Williams: Resourcefulness - takes initiative in identifying grants for DPD needs. Active listening – demonstrates a willingness to listen, answers questions with clarity. Concern – puts forth a continuous effort to provide a professional and safe work environment for DPD staff.

Vice-Mayor Hanchar: Chief McQuaig continues to manage the Dunnellon Police Department at a high level of efficiency, working within a budget that still delivers a level of professionalism for all of the DPD staff that we have come to expect. The city has a police force that is out in the public fostering good working relationships. Chief works with Marion County Sheriff department allowing for a positive relationship that is beneficial for both agencies, our citizens and Marion County residents.

Councilwoman Williams: Council relationship. Chief makes a concerted effort to ensure Council is informed and understand issues affecting this City or Police Department.

Councilwoman Cabbage: works with diligence to keep PD equipment at state of the art.

Developmental Objectives: (Indicate what objectives/opportunities that should be taken before the next performance review to help the individual improve performance? Be specific about expected areas for improvement where needed.)

Mayor White: Respond more positively to constructive criticism. Deal with unfounded and unfair criticism in ways that dissipate it.

Councilwoman Kenny: More direct communication between the Council and officers would be helpful in a review of this kind.

Councilwoman Williams: Keep abreast of changes in laws and rules that affect law enforcement staff in the performance of their duties. Ensure DPD staff is well informed and understand their responsibility in a position of trust.

Vice-Mayor Hanchar: See below.

Councilwoman Cabbage: 1. Keep Council aware of all discussions with persons outside of Dunnellon in the quest to build a new PD station; 2. Monitor routines/locations of patrol officers to keep them close to Dunnellon's main traffic locations and central businesses; 3. Develop a fitness program for PD staff.

Goals: (Identify projects and responsibilities that will be evaluated in the next review cycle)

Mayor White: The police department has received much attention and funding in recent years. There must be an understanding that the city also has essential needs.

Councilwoman Kenny: Code enforcement and community policing.

Councilwoman Williams: Continue to research and apply for available grants that will be helpful in enhancing DPD. Continue to monitor speeding in residential areas which is a continual complaint of residents. Continue to work towards a safe and professional work environment for staff. Continue to educate the community on crime prevention.

Vice-Mayor Hanchar:

1. Continue toward a new police facility that will meet today's requirements while looking to the future needs of the Dunnellon Police Dept., citizens, neighbors and visitors of Dunnellon
2. Continue to actively search for grants that enhance the safety of our police officers and the public.
3. Continue to provide a list to Council of the outreach programs that the DPD is currently involved in, the goals and yearly outcomes of said projects. Also provide a list of proposed new programs.
4. Make recommendations to Council and staff to implement rules to address the new boat ramp.

5. Provide with evaluation request accomplishments, previous goals met or still in process or why not met.
6. Management goals you would like for department to assist us with evaluation.

Councilwoman Cabbage: N/A dependent on review!

Overall Performance Assessment

Total Job Duty Performance Rating of 110.40

<u>POINTS</u>	<u>MERIT BONUS</u>	
0 – 25	0%	
26 – 51	1%	
52 – 77	1.5%	
78 – 103	2%	
104 – 129	2.5%	
130 – 150	3%	

Additional comments:

Mayor White: Chief is considered to be somewhat too involved in city politics. He would be best served to remedy that public opinion and stay neutral.

Councilwoman Kenny: Fiscal limitations and budgetary restraints limit giving salary increases annually. Salary increase was given last year.

Councilwoman Williams: DPD is a very important agency to have in the City of Dunnellon. With growth and potential for even more growth and activities, police protection is vital.

Vice-Mayor Hanchar: Chief McQuaig has continued to work with Council in a positive manner. He works towards a new facility, researching options that is just not wanted but that is necessary for the efficiency and safety of all the staff of the Dunnellon Police Department. Although the score equates to less, the recommended increase is 3%. Chief not only runs an efficient department, more important, he is willing to put his life on the line for each of us each day.

PERFORMANCE EVALUATION OUTLINE FOR DUNNELLON POLICE CHIEF										
1-Unacceptable Performance, 2-Does Not Consistently Meet Requirements; 3-Meets Requirements; 4-Performs Beyond Requirements, 5-Highly Exceeds Performance Standards										
1. GENERAL ADMINISTRATION					Mayor BW	Council 2 LK	Council 3 AW	Council 4 VH	Council 5 JC	AVERAGE
A.	The Chief of Police effectively leads and manages the daily operations of the Police Department.				5	0	4	5	3	3.40
B.	Provides expertise to the City Council to support their oversight functions of the Police Department.				4	2	5	4	3	3.60
C.	Provides leadership to ensure that the goals and objectives of the Police Department are carried out.				5	3	4	5	3	4.00
D.	Has effectively executed strategies and policies as adopted by the Council; recommends policy changes and review as appropriate.				4	3	5	4	2	3.60
E.	Demonstrated critical thinking and the display of sound decision-making in directing the Department.				4	0	4	4	3	3.00
F.	Displays high working standards and attitude that is a model for staff, volunteers, and the community.				5	2	5	5	3	4.00
Total possible points					30					21.60
2. BUDGETING AND FINANCIAL ADMINISTRATION					Mayor BW	Council 2 LK	Council 3 AW	Council 4 VH	Council 5 JC	
A.	Expends Police Department funds in accordance with the annual budget.				5	3	4	4	3	3.80
B.	Maintains accurate financial and other required records in compliance with standards.				5	3	5	3	3	3.80
C.	Makes regular financial and other budget reports to the City Council with the ability to explain deviations to budget.				5	3	5	4	3	4.00
D.	Applies purchasing practices that provide desired products and services cost-effectively and in a timely manner.				5	3	4	4	3	3.80
E.	Ensures appropriate risk management practices to mitigate losses.				5	3	4	4	3	3.80
F.	Seeks potential sources of outside funding for programs through grant opportunities.				5	3	5	5	3	4.20
Total possible points					30					23.40

PERFORMANCE EVALUATION OUTLINE FOR DUNNELLON POLICE CHIEF									
1-Unacceptable Performance, 2-Does Not Consistently Meet Requirements; 3-Meets Requirements; 4-Performs Beyond Requirements, 5-Highly Exceeds Performance Standards									
3. PERSONNEL ADMINISTRATION			Mayor BW	Council 2 LK	Council 3 AW	Council 4 VH	Council 5 JC		
A.	Supervises the personnel functions of the Police Department to include management of employees, records-keeping, scheduling/staffing, performance management, policy development, and training.		5	3	5	5	3		4.20
B.	Adequately trains, develops, and delegates responsibilities to employees to ensure effective and efficient accomplishment of tasks.		5	3	5	4	3		4.00
C.	Enables optimal performance of Police Department staff through communication and training.		4	3	5	4	3		3.80
D.	Monitors employees' behavior and performance on an on-going basis and through performance appraisals as appropriate.		5	3	4	4	1		3.40
E.	Addresses employee behaviors and conflicts exhibited by employees and takes timely, appropriate action to resolve such issues.		5	0	4	5	0		2.80
F.	Adheres to state and federal personnel-related regulations.		5	0	5	4	0		2.80
Total possible points		30							21.00
4. PROGRAM ADMINISTRATION			Mayor BW	Council 2 LK	Council 3 AW	Council 4 VH	Council 5 JC		
A.	Oversees the development of programs and services that address the needs of citizens and the community at-large.		5	3	5	4	3		4.00
B.	Measures Police Department program output and evaluates according to goals and objectives, providing direction to ensure adjustment and subsequent goal attainment.		4	3	4	3	0		2.80
C.	Involves the Police Department in the community and the community in the Police Department through an active program of public relations.		5	3	4	4	3		3.80
D.	Ensures all Police Department systems, facilities, and equipment are adequate to the fulfillment of the Department's mission by maintaining or improving them as necessary.		5	3	5	5	2		4.00

PERFORMANCE EVALUATION OUTLINE FOR DUNNELLON POLICE CHIEF										
1-Unacceptable Performance, 2-Does Not Consistently Meet Requirements; 3-Meets Requirements; 4-Performs Beyond Requirements, 5-Highly Exceeds Performance Standards										
E.	Develops a model Department which exemplifies high professional standards.				5	3	5	5	3	4.20
F.	Reflects these standards in his/her own activities and decisions.				4	3	5	4	3	3.80
Total possible points				30					22.60	
5. CITY COUNCIL RELATIONS					Mayor BW	Council 2 LK	Council 3 AW	Council 4 VH	Council 5 JC	
A.	Maintains productive working relationship with the City Council.				3	3	5	4	3	3.60
B.	Recommends to the Council plans, policies and technological improvements relating to Police Department operations.				5	3	5	3	3	3.80
C.	Works with the City Council to maintain community support for the department's activities and programs.				5	3	5	4	1	3.60
D.	Reports to the City Council regularly on departmental operations, activities, opportunities and problems.				5	3	4	4	2	3.60
E.	Cooperates with other city departments and other agencies to achieve common goals; is proactive in developing partnerships which improve departmental functions. (VH additional 5 points added)				5	3	5	4	3	4.00
F.	Submits materials to the City Council in time to allow for review and preparation for meetings.				5	3	4	3	1	3.20
Total possible points				30	142	76	138	124	72	21.80
								TOTAL AVERAGE	110.40	