

Agenda
City of Dunnellon
City Council Workshop Meeting
20750 River Drive, Dunnellon, FL 34431
January 8, 2020
5:30 p.m.

PLEASE NOTE: Individuals wishing to address City Council are required to sign in at the beginning of the meeting or you will not be recognized. A three-minute time limit will be strictly administered. You may address the Council one time only unless you are scheduled to speak on the agenda.

PLEASE TURN CELL PHONES OFF.

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 City's website and City Hall bulletin board on Tuesday, December 31, 2019)

1. **Dunnellon Chamber & Business Association Report**
2. **Board Reports**
3. **Agreement #AGR2019-39 Gissy Rainbow River Ranch Regarding CLG & RRR Settlement Agreement**

Documents:

[2019-39 Gissy RRR - Dunnellon Agreement 2019.pdf](#)

4. **Agreement #AGR2020-01 Kimley Horn IPO 84 for Short Tower Way**

Documents:

[AGR2020-01 Kimley Horn IPO 84 Short Tower Way.pdf](#)

5. **Agreement #AGR2020-02 Kimley Horn IPO 85 for Ernie Mills Park**

Documents:

[AGR2020-02 Kimley Horn IPO 85 Ernie Mills_signed.pdf](#)

6. **City Beach User Fees - Councilman White**

Documents:

[CITY BEACH USER FEES FY19-20\(R\) December 31 2019 ADA.pdf](#)

7. Council Comments

8. City Attorney Comments

- Update - Ordinance #ORD2020-01 Transportation Element, #CPA2020-02

9. City Administrator Comments

- West Pennsylvania Landscape Plan
- Downtown Utility Infrastructure Project Update

10. Public Comments

Tentative Agenda for Council Meeting Monday, January 13, 2020 at 5:30 p.m.
Consent Agenda

- Approval of Minutes
- Approve Agreement #AGR2020-01 Kimley Horn for Short Tower Way
- Approve Agreement #AGR2020-02 Kimley Horn for Ernie Mills Park
- Approve Agreement #AGR2019-39 Gissy Rainbow River Ranch

Regular Agenda

- Presentation - Joe Williams, Raftelis - Impact Fee Study
- Public Hearing and First Reading Ordinance #ORD2020-01, CPA2020-02, Amending Transportation Element
- Public Hearing and First Reading Ordinance #ORD2020-2, Amending Appendix "A" Zoning

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.

PLEASE RETURN TO:
Amanda Roberts, City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431

The Exhibit to this agreement is not ADA compliant.
Available upon request by contacting the City Clerk
352-465-8500 or
mroberts@dunnellon.org

**AGREEMENT BETWEEN CITY OF DUNNELLON & GISSY RAINBOW RIVER RANCH, LLC
RE:**

**CONSERVATION LAND GROUP LLC, RAINBOW RIVER RANCH LLC
and THE CITY OF DUNNELLON SETTLEMENT AGREEMENT 2019**

This Agreement is between Gissy Rainbow River Ranch, LLC (the “CURRENT PROPERTY OWNER”) and the City of Dunnellon (“CITY”).

WHEREAS, the CURRENT PROPERTY OWNER purchased real property (more particularly described in **Exhibit A**, attached hereto, and hereinafter referenced as the “Property”) which was formerly subject to claims brought by Rainbow River Ranch, LLC and Conservation Group, LLC (collectively, the “PRIOR PROPERTY OWNER”) against the CITY, including claims under the Bert Harris Act, FLA. STAT. §§ 70.001, *et. seq.*, in Case No. 10-1960-CA-B consolidated with Case No. 09-6247-CA-B and styled In Re: City of Dunnellon, Florida, Rainbow River Ranch, LLC, and Conservation Land Group, LLC, Joint Petitioners (hereinafter, all claims and counterclaims at issue in the prior litigation shall be referred to as the “Claims”); and

WHEREAS, the Claims were dismissed with prejudice by joint stipulation between the PRIOR PROPERTY OWNER and the CITY on November 21, 2019, following a settlement agreement dated November 12, 2019 and recorded in Marion County Official Records, Book 7081, Pages 1809-1814 (the “Superseding Settlement Agreement”); and

WHEREAS, the Superseding Settlement Agreement acknowledged that all Claims and prior rights, duties, and obligations between the parties were moot because the PRIOR PROPERTY OWNER sold all

of its interest in the properties at issue in the Claims; and

WHEREAS, before entering into the Superseding Settlement Agreement, the CITY entered into an earlier settlement agreement, dated June 20, 2018, with the PRIOR PROPERTY OWNER which was itself intended to supersede and replace a previous amended settlement agreement dated September 24, 2012 (the June 20, 2018 and September 24, 2012 settlement agreements collectively referred to hereinafter as, the “Previous Settlement Agreements”); and

WHEREAS, the Previous Settlement Agreements were intended, in part, to allow the parties to implement a joint development plan, purportedly created restrictions running with the land on the Property and created obligations on behalf of the CITY; however, the September 24, 2012 amended settlement agreement was never effective because its terms and conditions were expressly contingent on approval by the Circuit Court and said approval was vacated by the Fifth District Court of Appeal in *Rainbow River Conservation, Inc. v. Rainbow River Ranch, LLC*, Case No. 5D15-2436, 189 So. 3d 312 (Fla. 5th DCA 2016), and the terms of the June 20, 2018, settlement agreement have been rendered moot by the PRIOR PROPERTY OWNER’s sale of the property and by the terms of the Superseding Settlement Agreement; and

WHEREAS, although there are in fact no restrictions running with the land or obligations on the CITY or CURRENT PROPERTY OWNER arising or flowing from the Previous Settlement Agreements, in an abundance of caution, the CURRENT PROPERTY OWNER and the CITY hereby enter into this Agreement, to be recorded, ensuring that no such restrictions running with the land or obligations on either the CITY or the CURRENT PROPERTY OWNER exist by virtue of the Previous Settlement Agreements.

NOW, THEREFORE, in consideration of the premises hereof, the recitals above, the mutual covenants set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the CURRENT PROPERTY OWNER and the CITY, the parties hereby agree as follows:

1. The foregoing recitals are true and correct, and are fully incorporated herein.
2. The Previous Settlement Agreements are hereby acknowledged as moot and without any effect upon the Property, the CURRENT PROPERTY OWNER or the CITY.
3. To the extent any third party or court may find any term or condition of the Previous Settlement Agreements, for any reason, to have any effect or impose any restriction on the Property or any obligations, rights or duties on any party, the CURRENT PROPERTY OWNER and the CITY agree that all such terms and conditions are hereby vacated, terminated, and/or withdrawn.
4. Any and all restrictions imposed on the Property by the Previous Settlement Agreements are hereby vacated, terminated, and/or withdrawn, and any and all development on the Property shall proceed in accordance with the laws and regulations of the State of Florida, Marion County, and the City of Dunnellon as amended.
5. This Agreement contains the entire agreement between the parties with respect to the matters set forth herein. There are no oral or written agreements, representations or inducements of any kind between the parties that are not contained in this Agreement. All such oral or written agreements, representations or inducements are hereby merged into this Agreement. This Agreement may only be altered or amended, in whole or in part, by a written instrument setting forth such changes and executed by the parties.
6. The signatories to this Agreement have the authority and are expressly authorized to resolve all matters as set forth herein and by their signatures here represent and affirm their authority to execute Agreement.
7. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. **Any action filed to enforce the terms of this Agreement shall exclusively be filed in federal district court or Florida circuit court having jurisdiction in Marion County, Florida.**
8. This Agreement shall be recorded in the Public Records of Marion County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below:

[SIGNATURES ON FOLLOWING PAGES]

GISSY RAINBOW RIVER RANCH, LLC

By: _____
James Gissy, Managing Member

This ____ day of _____, 20__

Witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by James Gissy, as Managing Member of Gissy Rainbow River Ranch, LLC, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me and did not take an oath.

SEAL

Notary Public

Type or Print Name
My Commission Expires

CITY OF DUNNELLON

By: _____
C. Dale Burns, Jr., Mayor

This ____ day of _____, 20__

Witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by C. Dale Burns, Jr., as Mayor of the City of Dunnellon, a Florida Municipal Corporation, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me and did not take an oath.

SEAL

Notary Public

Type or Print Name
My Commission Expires

City of Dunnellon
Agenda Summary Form

Meeting Date: January 8, 2020

1. Responsible Department: Roads & Streets
2. Presenter: Dawn Bowne
3. Recommended Action: Authorize Mayor to sign AGR#2020-01 in the amount of \$14,500

Subject: AGR2020-01 Kimley Horn IPO #84 Design plans for parking and repaving of Short Tower Way from CR484 to the end of the City's ROW. Total length approximately 600 ft.

Request for Approval Summary Explanation & Background:

The City previously selected a parking and repaving conceptual plan prepared by Kimley Horn. This IPO provides for the City's engineer to prepare design plans for the parking and repaving of Short Tower Way to provide additional parking for visitors and residents.

Procurement Method: N/A

Fiscal Information: Funds budgeted in FY2020 in CRA

Department Head Approval: Troy Slattery

City Administrator Approval:

Attorney Review: No

City of Dunnellon
Agenda Summary Form

Meeting Date: January 8, 2020

1. Responsible Department: Roads & Streets
2. Presenter: Dawn Bowne
3. Recommended Action: Authorize Mayor to sign AGR#2020-02 in the amount of \$30,300

Subject: AGR2020-02 Kimley Horn IPO #85 Design plans for parking and repaving approximately 450 ft of Bostick Street in front of the City's Public Works Building and Ernie Mills Park

Request for Approval Summary Explanation & Background:

The City previously selected a parking and repaving conceptual plan prepared by Kimley Horn. This IPO provides for the City's engineer to prepare design plans for the parking and repaving area in front of the City's Public Works Building and Ernie Mills Park to provide additional parking for visitors and residents.

Procurement Method: N/A

Fiscal Information: Funds budgeted in FY2020 in CRA

Department Head Approval: Troy Slattery

City Administrator Approval:

Attorney Review: No

City Beach Summary
FY 2018-2019
as of 9/30/19

City Beach Summary
FY 2019-2020
as of 12/31/19

City Beach Summary
FY2019 and FY2020
13 months as of 12/31/19

Line No.		In City	Non-Resident	Total	Walk Away
1	FY 18-19 Total Revenue				
2	Daily User Fee Collections	\$1,168.00	\$6,244.00	\$7,412.00	\$219.00
3	Total Donations			92.86	
4	Passes-Resident/Non-Resident	\$23.30	\$89.64	112.94	
5	# of Passes	2	10		
6	Grand Total			\$7,617.80	

Line No.		In City	Non-Resident	Total	Walk Away
1	FY 19-20 Total Revenue				
2	Daily User Fee Collections	\$138.00	\$192.00	\$330.00	\$27.00
3	Total Donations			87.00	
4	Passes-Resident/Non-Resident	\$0.00	\$0.00	0.00	
5	# of Passes	0	0		
6	Grand Total			\$417.00	

Line No.		In City	Non-Resident	Total	Walk Away
1	Total Revenue				
2	Daily User Fee Collections	\$1,306.00	\$6,436.00	\$7,742.00	\$246.00
3	Total Donations			179.86	
4	Passes-Resident/Non-Resident	\$23.30	\$89.64	112.94	
5	# of Passes	2	10		
6	Grand Total			\$8,034.80	

	In City	Non-Resident	Walk Away	Grand Total	Total # of People	
7	FY18-19 Collections excluding donations				\$7,524.94	
8						
9						
10	If Daily Use Fee was \$2 for all Users					
11	# People	584	1,561	219	2,364	
12	% of Total Daily Visitors	25%	66%	9%		
13	Fee	\$2.00	\$2.00	\$2.00		
14	Total Revenue @ \$2 per person	\$1,168.00	\$3,122.00	\$438.00	4,728.00	
15	Net Reduction in Revenue Resulting from Daily Use Fee Amount Decrease			(\$2,796.94)		

	In City	Non-Resident	Walk Away	Grand Total	Total # of People	
7	FY19-20 Collections excluding donations				\$330.00	
8						
9						
10	If Daily Use Fee was \$2 for all Users					
11	# People	69	48	27	144	
12	% of Total Daily Visitors	48%	33%	19%		
13	Fee	\$2.00	\$2.00	\$2.00		
14	Total Revenue	\$138.00	\$96.00	\$54.00	288.00	
15				(\$42.00)		

	In City	Non-Resident	Walk Away	Grand Total	Total # of People	
7	Collections excluding donations				\$7,854.94	
8						
9						
10	If Daily Use Fee was \$2 for all Users					
11	# People	653	1,609	246	2,508	
12	% of Total Daily Visitors	26%	64%	9%		
13	Fee	\$2.00	\$2.00	\$2.00		
14	Total Revenue	\$1,306.00	\$3,218.00	\$492.00	5,016.00	
15				(\$2,838.94)		

Actual FY18-19			
16	Revenue		\$7,524.94
17	Expenses:		
18	Salary (Beach Attendants)	4,945.70	
19	Contractual	550.00	
20	Operating Supplies	1,495.08	
21	Repair & Maintenance (Labor & Material)	850.62	
22	Beach Attendant Cell Phone	8.74	
23	Other/Misc.	1,055.10	
24	Utilities	198.99	9,104.23
25	Surplus/Shortfall		(\$1,579.29)
26			
27	\$2 Fee Senario-All Users		
28	Revenue		4,728.00
29	Expenses		9,104.23
30	Surplus/Shortfall		(\$4,376.23)

Actual FY19-20 as of 12/31/19			
16	Revenue		\$330.00
17	Expenses:		
18	Salary (Beach Attendants)	0.00	
19	Contractual	0.00	
20	Operating Supplies	981.03	
21	Repair & Maintenance (Labor & Material)	609.22	
22	Beach Attendant Cell Phone	226.57	
23	Other/Misc.	0.00	
24	Utilities	37.14	1,853.96
25	Surplus/Shortfall		(\$1,523.96)
26			
27	\$2 Fee Senario-All Users		
28	Revenue		288.00
29	Expenses		1,853.96
30	Surplus/Shortfall		(\$1,565.96)

Actual			
16	Revenue		\$7,854.94
17	Expenses:		
18	Salary (Beach Attendants)	4,945.70	
19	Contractual	550.00	
20	Operating Supplies	2,476.11	
21	Repair & Maintenance (Labor & Material)	1,459.84	
22	Beach Attendant Cell Phone	235.31	
23	Other/Misc.	1,055.10	
24	Utilities	236.13	10,958.19
25	Surplus/Shortfall		(\$3,103.25)
26			
27	\$2 Fee Senario-All Users		
28	Revenue		5,016.00
29	Expenses		10,958.19
30	Surplus/Shortfall		(\$5,942.19)

Information Only		
31		
32		
33	Free Residential Passes (Quantity)	63
34	Value	\$1,260.00
35		
36	Peak Season Visitors (March - Sept)	
37	Visitors from 11/9/2018-9/30/2019 (11 months)	2,145
38	Visitors per month	358

Information Only		
31		
32		
33	Free Residential Passes (Quantity)	2
34	Value	\$40.00
35		
36	Peak Season Visitors (March - Sept)	
37	Visitors from 10/1/2019-12/31/2020	117
38	Visitors per month	39

Information Only		
31		
32		
33	Free Residential Passes (Quantity)	65
34	Value	\$1,300.00
35		
36	Peak Season Visitors (March - Sept)	
37	Visitors from 11/1/2018-12/31/2020	2,262
38	Visitors per month	174