

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF  
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET  
September 16, 2014 - 5:30 PM**

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**NOTICE TO THE PUBLIC**

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

Accommodation for the disabled (hearing or visually impaired, etc.) may be arranged with advance notice of seven (7) days before the scheduled meeting, by dialing (352) 726-2611 weekdays from 8 AM to 4 PM.

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**ENCLOSURES\***

- 1) INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL**
- 2) PLEASE SILENCE ELECTRONIC DEVICES**
- 3) ACCEPTANCE OF AGENDA**
- 4) PUBLIC HEARINGS**
- 5) OPEN PUBLIC MEETING**  
*The public is invited to express opinion on any item for this meeting or pending action at a future meeting of City Council.*
- 6) PRE-SCHEDULED PUBLIC APPEARANCES**
  - 4 a) WRWSA - Richard Owen\*
- 7) MAYOR'S LOCAL ACHIEVEMENT AWARDS**
  - 5 a) Child Passenger Safety Week Proclamation- Presentation\*
- 8) CITY ATTORNEY REPORT**
- 9) CONSENT AGENDA**
  - 6 a) Bill Listing \*  
*Recommendation - Approval*



**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF  
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET**

**September 16, 2014 - 5:30 PM**

Saturday, October 4, 2014 from 9:00am - 1:00pm

Inverness Government Center City Square

Inverness City Council Regular Meeting

Tuesday, October 7, 2014 at 5:30pm

Inverness Government Center Council Chambers

## Agenda Memorandum – *City of Inverness*

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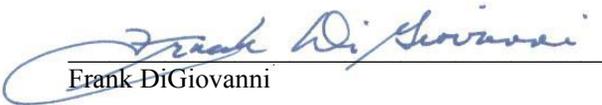
**DATE:** September 12, 2014  
**ISSUE:** Richard Owen, Withlacoochee Regional Water Supply Authority  
**FROM:** City Manager  
**CC:** N/A  
**ATTACHED:** N/A

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Mr. Richard Owen is the recently appointed Executive Administrator of the WRWSA, and has requested to appear before City Council to discuss programs, services and policy direction for that organization.

***Recommended Action –***

No formal action will be required.

  
Frank DiGiovanni

Administrative Offices  
212 West Main Street, Inverness Florida 34450  
[www.Inverness-FL.gov](http://www.Inverness-FL.gov)

## **Proclamation**

**WHEREAS**, children are our future. As parents and caregivers it is our responsibility to keep America's children safe. Last year, an estimated 123,000 children under age 13 were injured as passengers of cars, SUV, pickups and vans in traffic crashes. For children age 1 to 13, it is a leading cause of death. It is hard to overstate the toll this takes on families, but together we can help put an end to this tragedy; and

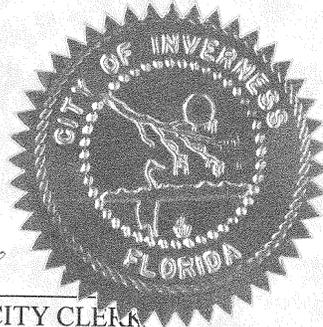
**WHEREAS**, today, all 50 States, the District of Columbia, and our Territories require the use of car seats for children traveling in motor vehicles. These laws were enacted because they save lives and prevent injuries. Research shows that car seats reduce the risk of fatal injury for infants by 71 percent and by 54 percent for toddlers in cars. We know that car seats help save lives and reduce injuries. We also know they are most effective when installed and used correctly. Starting now, we must work together to prevent these deaths and injuries; and

**WHEREAS**, that is why Inverness, Florida is committed to working closely with our partners and safety advocates at the Citrus County Sheriff's Office and the Early Learning Coalition of the Nature Coast to help parents and other caregivers make the kind of choices that will keep kids alive and safe. Our goal is to educate parents and caregivers about best practice when traveling with children. During Child Passenger Safety Week, and throughout the year, free car seat inspections are provided at the Inverness Community Resource office and at the Early Learning Coalition. I encourage all parents and caregivers to take advantage of this service and ensure that their children are getting the very best protection and are riding in the right seat for their age and size. A twenty minute check-up could save the life of a child; and

**NOW, THEREFORE**, I, Robert Plaisted, Mayor of the City of Inverness, Florida, do hereby proclaim September 14 - 20, 2014 as

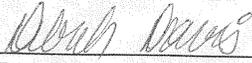
### **"CHILD PASSENGER SAFETY WEEK"**

and urge everyone to help reduce injuries and the tragic loss of life by buckling up their children and themselves— every trip, every time.



  
ROBERT PLAISTED, MAYOR  
CITY OF INVERNESS

ATTEST:

  
DEBORAH DAVIS, CITY CLERK

9/10/2014 12:49

CITY OF INVERNESS

ENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/17/14
			TOTALS FOR ACE HARDWARE CO OF INV INC		36.97
			TOTALS FOR CITRUS COUNTY CHRONICLE		1,783.50
			TOTALS FOR DUKE ENERGY		10,904.70
			TOTALS FOR GORMAN COMPANY		334.29
			TOTALS FOR INVERNESS SHELL INC		180.00
			TOTALS FOR OFFICE DEPOT INC		54.00
			TOTALS FOR TIME WARNER CABLE		129.95
			TOTALS FOR NATIONWIDE RETIREMENT SOLUTIONS		688.89
			TOTALS FOR PUBLIC EMPLOYEES UNION		38.94
			TOTALS FOR WRIGHT EXPRESS		-53.13
			TOTALS FOR DUMONT COMPANY INC		492.00
			TOTALS FOR CITRUS COUNTY BOARD OF COMMISSIONER		59,385.77
			TOTALS FOR EMBARQ FLORIDA, INC		382.19
			TOTALS FOR NANCY STEIN		153.42
			TOTALS FOR CITRUS COUNTY UTILITIES		22.81
			TOTALS FOR UNIFIRST CORPORATION		49.94
			TOTALS FOR PUBLIC RISK MANAGMENT OF FLORIDA		25,198.16
			TOTALS FOR KIMLEY-HORN AND ASSOCIATES, INC		2,187.50
			TOTALS FOR AT & T MOBILITY NATIONAL ACCOUNTS LLC		83.34
			TOTALS FOR J B SHEPHERD & CO.		7,140.00
			TOTALS FOR ANDREW TENCH		150.00
			TOTALS FOR JOYCE SUKUT		400.00
			TOTALS FOR UB REFUND		829.71
			REPORT TOTALS		110,572.95

\*\* END OF REPORT - Generated by Esther Kirkland \*\*

September 2, 2014  
5:30 PM

The City Council of the City of Inverness met on the above date in Regular Session at 212 W. Main Street with the following members present:

President Hinkle  
Vice President Hepfer  
Councilwoman Bega  
Councilman McBride  
Councilman Ryan  
Mayor Plaisted

Also present were City Manager DiGiovanni, City Attorney Haag, Asst. City Manager Williams, Public Works Director Cottrell, and City Clerk Davis.

The Invocation was given by Councilman McBride and the Pledge of Allegiance was led by the City Council.

**ACCEPTANCE OF AGENDA**

**Councilwoman Hepfer motioned to accept the Agenda as presented. Seconded by Councilman McBride. The motioned carried.**

**PUBLIC HEARINGS**

4)a) Land Acquisition Ordinance (2<sup>nd</sup> Reading) was addressed by City Manager DiGiovanni who advised this represents the second reading of an Ordinance governing Land Procurement by the City, and explained the merits, legal considerations, and benefit of a locally structured policy for the purchase of real property. This gives local government (City of Inverness) the ability to follow its protocol with respect to acquisition of real property. Absence of this ordinance, we would fall under Florida Statutes, which are costly. A Public Hearing has been duly advertised and the matter is ready to proceed toward adoption on the second reading.

**Councilman McBride motioned to have City Clerk Davis read the Ordinance 2014-705 by title only. Seconded by Councilwoman Hepfer. The motion carried.**

ORDINANCE NO. 2014 -705

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, PROVIDING FOR PROCEDURES FOR THE ACQUISITION OF REAL PROPERTY BY THE CITY FOR MUNICIPAL PURPOSES; PROVIDING FOR THE POWERS OF THE CITY MANAGER; PROVIDING FOR APPROVALS BY THE CITY COUNCIL; PROVIDING FOR APPRAISALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND, PROVIDING FOR AN EFFECTIVE DATE.

**The Public Hearing was opened.**

**For: Gustavo Fonseca & Sophia Diaz Fonseca** addressed Council with regard to the ½ mill tax increase.

**City Manager** explained this Public Hearing was for the Ordinance and not the open Public Hearing.

**Sophia Diaz Fonseca** apologized for her misunderstanding. She then stated she was glad this ordinance is being added. Several assessments are a good thing and reflects what's going on with the State and County.

**Against: None**

**The Public Hearing was closed.**

**Councilwoman Hepfer motioned to approve Ordinance 2014-705 on the second reading, by title only. Seconded by Councilman Ryan. Roll call vote was as follows:, Councilman Ryan, yes; Councilwoman Bega, yes; Councilman McBride, yes; Councilwoman Hepfer, yes; President Hinkle, yes. The motion carried.**

**4)b) Flood Map Ordinance (2<sup>nd</sup> Reading)** was addressed by City Manager DiGiovanni who noted the previous presentation by representatives of SWFMD regarding new Flood Insurance Rate Map (FIRM) which has been modified by SWFMD in the evaluation of the historical weather events, lake levels, etc. City government was urged to adopt an ordinance to support the updated maps, which keeps this community eligible for Flood Insurance within the National Flood Insurance Program (NFIP). This program provides city residents and businesses NFIP-backed Preferred Risk Policy (reduced) insurance premiums. A Public Hearing has been advertised for public input.

**Councilwoman Bega motioned to have City Clerk Davis read the Ordinance 2014-704 by title only. Seconded by Councilwoman Hepfer. The motion carried.**

ORDINANCE NO. 2014 - 704

AN ORDINANCE OF THE CITY OF INVERNESS AMENDING THE CODE OF ORDINANCES FOR THE CITY BY TOTAL REPEAL AND REPLACEMENT OF PART II CHAPTER 9.5 FLOOD DAMAGE PREVENTION; PROVIDE FOR ADOPTION OF FLOOD HAZARD MAPS THAT ARE EFFECTIVE SEPTEMBER 26, 2014; PROVIDE FOR THE DESIGNATION OF A FLOODPLAIN ADMINISTRATOR; PROVIDE FOR ADOPTION PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS AND OTHER PURPOSES; PROVIDE FOR APPLICABILITY; PROVIDE FOR REPEALER; PROVIDE FOR SEVERABILITY; PROVIDE FOR AN EFFECTIVE DATE.

**The Public Hearing was opened.**

**There was no one who spoke for or against the ordinance**

**The Public Hearing was closed.**

**Councilwoman Hepfer motioned to approve Ordinance 2014-704 on the second reading, by title only. Seconded by Councilman Ryan. Roll call vote was as follows:, Councilman Ryan, yes; Councilwoman Bega, yes; Councilman McBride, yes; Councilwoman Hepfer, yes; President Hinkle, yes. The motion carried.**

#### **OPEN PUBLIC MEETING**

**Gustavo Fonseca**, 920 Turner Camp Road, Inverness, and business owner and business owner representing the Masonic Business Center addressed council. He stated that he feels there is a municipal need for properties to function, but has seen in the past several years the city becoming the largest landlord of the city. He has had people wishing to rent from him, then learns they are provided property by the City and feels the City is

competing against him, a tax paying business. Mr. Fonseca questioned the City Attorney regarding the competition for purposes that are not to manage the need of the municipality. There are houses being bought by the city and turned around to be rented. He questioned how his taxes will come down when city is taking his income.

**Attorney Haag** stated the city has power to lease their properties under City Code and City Charter. With respect to the property taxes, that is a function of Tax Appraiser's Office. Leasing City property is a policy decision and council has that option.

**Mr. Fonseca** hoped to convey to the Council this is hurting local businesses.

**Sophia Diaz-Fonseca**, 920 Turner Camp Road, Inverness, and business owner referenced the ½ mill increase proposed on the budget and believes it is unwarranted and puts undue burden for business owners. She spoke to the original plan when the City Government Center was built for future City services and departments. There are maintenance costs when a building is not occupied. She appreciates the building being filled and less maintenance cost. The City has turned to leasing and building out office space for non-profits, and unfortunately creates a competition with her and other local businesses. She spoke of a non-profit who now leases one of the houses owned by the city, and had come to her regarding leasing office space. Another reason to not add the ½ mill increase to next budget, as Citrus Memorial owns 30% of commercial properties will become a for-profit Hospital and will go back onto tax rolls. This increase will be burdensome to business but if kept at what it currently is, it will help through these areas until times get better.

**Council President Hinkle** explained why the hospital could not be figured in as we were not sure if the sale was going to conclude.

**Attorney Haag** stated that properties are assessed as of January 1, and any increased revenue from hospital transaction will not occur until the next fiscal year, 2015/2016.

#### **SCHEDULED APPEARANCES**

**6)a) Sheriffs Department - 6 Mos. Crime Statistics** was presented by Captain Jason Ferrara referencing the handout provided by the Sheriff's office. Last year was an incredible year and down 22%, but this year we had a small spike in residential and commercial burglaries. Calls for service increased and hopefully the call system is reporting correctly. Traffic calls are the most prevalent.

**Council President Hinkle** questioned what was incorporated under miscellaneous incidents, as it had increased. **Captain Ferrara** stated that any crimes that didn't fall under specific headings would be considered miscellaneous.

**Councilman McBride** commented that we have a large number of seniors in our area and many don't get daily newspaper, and don't keep up with what's going on. Had previously asked when boil water notices, burglaries, scammers, etc. come about, and questioned if that couldn't be transmitted to citizens by the Code Red System. **Captain Ferrara** stated it has been used in isolated areas for certain things, but not county wide. He would look into that.

**Councilwoman Hepfer** referenced page 5 to clarify the arrests from January to June were up from last year. But this doesn't mean crime has gone up, but more were arrested during that time. **Captain Ferrara** stated this is due to more proactive officers.

## **MAYOR'S LOCAL ACHIEVEMENT AWARDS**

**None**

## **ATTORNEY REPORT**

Attorney Haag complimented the Sheriff Dept., noting how he and his wife have been victims of burglary twice. With cooperation he has had belongings returned to him and they have great track record.

## **CONSENT AGENDA**

**Councilwoman Hepfer motioned to accept the Consent Agenda. Seconded by Councilman McBride. The motion carried.**

- a) Bill Listing\*
  - Recommendation – Approval
- b) Council Minutes – 08/19/14\*
  - Recommendation - Approval
- c) Proclamation – “Child Passenger Safety Week”\*
  - Recommendation – Approval
- d) Repurchase of Cemetery Lot – Lot 323, Southwest Addition\*
  - Recommendation – Approval

## **CITY MANAGER'S REPORT**

**10)a) Christmas Parade –Road Closure Approval** was addressed by City Manager DiGiovanni noting the correspondence from the Chamber of Commerce which requires City Council confirmation and approval by FDOT for the closing of Main Street (Hwy 44/41) through Inverness, and takes place Saturday, December 13<sup>th</sup>, 2014. **Councilwoman Bega motioned to acknowledge that the City will host and accommodate the parade on December 13<sup>th</sup>, 2014, on the FDOT 41/44 roadway through town and accordingly support a temporary closure of the road for this purpose. Seconded by Councilwoman Hepfer. The motion carried unanimously.**

**10)b) School Traffic Control Agreement 2014/15** was addressed and City Manager DiGiovanni noted that the enclosed agreement is structured for the City of Inverness to fund Crossing Guards at a cost of \$15,708, which is allocated in the ensuing budget, and be applied during the 2014-15 School Year. Crossing Guard traffic crossings will be located at the following school facilities: (Hwy 41/44) Main Street & Line Avenue; and Ella Avenue & Middle School Drive.

**Councilman Ryan motioned to approve the Inter-Agency Agreement for School Crossing Guards for the 2014-15 School year and authorize the Council President to execute the document. Seconded by Councilwoman Bega. The motion carried unanimously.**

**10)c) Law Enforcement Services Agreement 2014/15\*** was addressed by City Manager DiGiovanni. This arrangement started many years ago when the city had a Police Dept. and engaged into an Inter-agency Agreement with the Sheriff's Dept. in 2004. At that

time it came at a cost of \$1M to \$1.1M. In 2011 there were changes with downturn in economy. The effects of the recession are not going to leave this area or state for 8-10 years due to Save Our Homes. In 2011 Council agreed to lessen the amount that was being spent the Sheriff's Department. He provided the Agreement from 2011 with language that is very different from the current agreement in the agenda packet. The original agreement, the Staffing Levels/ Community Resource Officers and statements clarify what the payment by the City would bring to the community. He suggested to City Council that we meet with the Sheriff's office representatives and make this work. The money appropriated (\$750,000) in this year's budget has been discussed as appropriate to provide service above and beyond what is provided by County. This letter needs to further delineate a better understanding of what this provides, ie; vehicles, etc. In speaking to the Agreement submitted by the SO, there is no problem with language but it differs from original contract. He didn't understand page 3 regarding Sheriff services, less patrol. He fears this may be looking at our contribution as the patrol car, but we already pay for that. Regardless of what is discussed, we need clear delineation of where that money is going.

**Council President Hinkle** agreed we need clarification to know what the numbers are and how this fits into citizens taxes.

**Councilwoman Bega** asked for clarification between the different agreements clarification. City Manager stated he wanted to bring these agreements forward to try to point out the current compared to prior, that is less clear in what the amount of money brings forward. **Councilwoman Bega** clarified what was received in agenda packet is more of a proposal reflecting what we had.

**Councilwoman Hepfer** questioned how long this may take, with City Manager confirming this will not interrupt services.

**Councilman Ryan** questioned payment schedule on the agreements with City Manager stating the Sheriff's office may be more comfortable with monthly payments.

**City Attorney Haag** questioned if the plan was to come up with new agreement for 2015/16 or 2014/15 with City Manager confirming 2014/15.

**Councilman McBride** commented positively on clarity and transparency. He referenced the county document dated 6/10/14.

**10)d) SS Solutions Agreement\*** and **10)e) City Manager Agreement\*** was addressed with City Manager DiGiovanni combining items 10)d) and 10)e) and stated the agreement will terminate September 30<sup>th</sup>, 2014 for manager services. He will have a new agreement effective 10/1/14, for Council to vote and move forward in the next agenda packet.

**Councilwoman Bega motioned to terminate the SS Solutions Staffing Agreement for City Manager Services, effective September 30, 2014. Seconded by Councilwoman Hepfer. The motioned carried unanimously.**

**10)f) 9 Point Inter-Local Agreement (verbal) with regard to: Land Swap; AmeriGas; and the Business Park** with City Manager DiGiovanni referencing the AmeriGas facility and past discussions with home owners associations along Forest Drive. Residents were concerned with safety and aesthetics for the community. There have been several conversations with the County regarding the removal of this. In addition to this, a land swap was started when the county wanted an easement near the

sewer plant property and he spoke to history of how this came about and noted what this will mean if it occurs. He referenced the business park and the benefits to the City such as connecting the Rails to Trails to Whispering Pines Park and connecting many residents on Forest Drive to the bicycle trail. He noted that the Land Swap, which was advertised in the legal section of the Citrus County Chronicle to be discussed at the next BOCC meeting, was to happen without an agreement with the City. The nine point agreement was developed and adopted by City and presented to County which never was approved by the County. The position of the City regarding this agreement is it combined nine items of mutual interest, and is not to be divided, as this agreement represents the best course and interest of the citizens. We think it prudent that the nine point agreement move forward in whole for the two governments to work together.

**Councilwoman Hepfer** stated our intentions were good and when nothing happens it is disappointing. She also addressed the sunshine law and ethics.

**Councilman Ryan** agreed with keeping the agreement whole is important and will have leverage. He thought there was agreement when Council left the BOCC Chambers to move forward, and it stopped.

**Councilwoman Bega** agreed it should be discussed as a whole. It's for the benefit of everyone.

**Councilman McBride** supported the idea to keep whole. This is an opportunity for the BOCC to demonstrate character, integrity and willingness to do the right thing for the benefit of the entire County.

**Council President Hinkle** spoke to the recent WRPC meeting and that Dennis Damato presented map of bike trailheads. The BOCC needs to move forward on each of the items in the Interlocal, regardless of the election, and for the good of the community.

**City Manager DiGiovanni** noted staff will be at the BOCC meeting next week to remind them we are here to work with them.

#### **COUNCIL/MAYOR SUBJECTS**

**Mayor Plaisted** commended Captain Ferrara and the Sheriff's Office for all they do. Council did well in the election which shows the confidence this community has in this Council. Attended the DAR (Daughters of the American Revolution) to issue a proclamation for Constitution Week and spoke with them on getting involved with the Flag Day Ceremony.

**Councilman McBride** congratulated Candidates Carnahan and Kitchen in the recent election for the BOCC. Our hope is to have excellent relationship with County Commission.

**Councilwoman Bega** expressed her respect and appreciation to the Sheriff's Dept. and spoke to past and upcoming events.

**Councilman Ryan** spoke of attending the Honor Flight breakfast and an honor to be in the same room as these gentlemen. He praised the Sheriff's Dept. He attended the Rock the Courthouse and got rocked by Mother Nature, but was still a great event.

**Councilwoman Hepfer** thanked the Sheriff's Office and is pleased to be a part of this Council.

**Council President Hinkle** spoke to the electoral process and how it's tough to pass new taxes in your election year. Commended all who ran in the recent election and the effort put into it. Praised the Sheriff's Dept. and noted that 9/11 events are coming up.

**CITIZENS NOT ON AGENDA**

**Brad Gibbs, resident and downtown businessman** provided an update on the brick pointing project on 101 Main Street and that a final coat of sealer will be done tomorrow. There have been all positive comments. Curtiss Bryant Photography from Lecanto will be new business in the downtown that will move into 105 Main Street. Project was a success.

**A.B. Sosnicki** congratulated and thanked those that had the propane tanks removed from Forest Drive and people are now safe. He spoke of a propane tank fire years ago next to the Masonic building and what it destroyed.

**George Gouldborne of Inverness** questioned businesses in town that have propane tanks outside of their businesses and we should look into that for reasons of safety.

**Council President Hinkle** noted the public hearing for the adoption of Budget this Thursday, September 4<sup>th</sup> at 5:01.

Meeting Adjourned at 7:02pm

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City Clerk

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Council President

## Agenda Memorandum – *City of Inverness*

September 11, 2014

TO: Elected Officials  
FROM: City Manager (Prepared by Eric Williams)  
SUBJECT: Audio/Visual Systems CMAR Project Amendment  
CC: City Clerk  
Enclosure: Audio/Visual Systems CMAR Project Amendment

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As multiple projects, the Valerie Theatre and Plaza respectively are moving to become a highly identifiable cultural icon of the City's Downtown Core. A major component to the success and captivation of these venues requires an advanced sound system and visual (AV) component.

AV technology is one of the most influential and ever-changing means of communication in today's world. (Just look at the capabilities and experience of the IGC compared to other government buildings.) The City has engaged the firm of Clancy and Theys for continual services of Construction Manager at Risk (CMAR). In keeping with the scope of the agreement for CMAR, we requested that they develop and propose a guaranteed maximum price (GMP) to specially design and engineer the complexity on an integrated A/V system.

An amendment to the Construction Management at Risk Agreement that outlines a guaranteed maximum price for the Audio/Visual Systems Project at \$355,258 is enclosed, and is based on the prospective diligence of pre-construction services.

### ***Recommended Action***

It is recommended that Council to motion, second and vote to authorize that the Council President execute the amendment to the CMAR continual services agreement for the Audio/Visual Systems Project.

If you wish to discuss this further, please contact me at your convenience.

  
Frank DiGiovanni

September 10, 2014

## AMENDMENT

To "Form of Agreement between Owner and Construction Manager" between Osceola County Board of Commissioners and Clancy & Theys Construction Co.

This Addendum forms a part of and modifies the Agreement between City of Inverness and Clancy & Theys Construction Co. for use as a piggyback contract between the City of Inverness and Clancy & Theys Construction Co. for the following project:

### City of Inverness – Audio/Visual Systems

The project generally consists of the addition of, new sound system, stage curtain system, acoustical wall curtains, and stage lighting equipment.

Reference the "FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER".

1. Page 1 of 51  
Article 1.1 The Construction Team:  
*Delete*: "The specific representatives of the Construction Team are shown in Exhibit "A" attached.  
  
Article 1.3 Definitions:  
  
Owner: *Delete*: "Osceola County Board of County Commissioners, a political subdivision of the State of Florida".  
*Insert*: "City of Inverness"  
  
2. Page 2 of 51  
Article 1.3 Definitions:  
  
Architect-Engineer: *Delete*: "to be determined".  
*Insert*: "SKDesign & Consulting LLC"  
  
Owner's Representative: *Delete*: "General Services Division Director, or designees, as designated in writing."  
*Insert*: "City Manager or Designees"  
  
Article 1.4 Owner's Construction Budget: second sentence:  
*Delete*: "Entire Section"  
  
Article 1.4 Owner's Construction Budget: last sentence:  
*Delete*: Last sentence  
  
Article 1.5 Owner's Project Budget:  
*Delete*: Entire section  
  
3. Page 8 of 51  
Article 2.3 Design and Review and Recommendations: paragraph 4, 3<sup>rd</sup> paragraph, fourth sentence  
*Delete*: "Exhibit "I"  
*Insert*: "Exhibit C"

September 10, 2014

"Form of Agreement Between Owner and Construction Manager" between  
Osceola County Board of Commissioners and Clancy & Theys Construction Co.  
(continued)

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4. Page 10 of 51  
Article 2.4 Construction Phase:  
*Delete*: "and he shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit "B" to this agreement. He shall not change any of those persons named in Exhibit "B" unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld".
  
5. Page 14 of 51  
Article 2.4 Construction Phase; 10. Job Site Administration; paragraph H. Substantial Completion  
*Delete*: "(See Exhibit "C")"  
  
Article 2.4 Construction Phase; 10. Job Site Administration; paragraph I. Final Completion  
*Delete*: "shown in Exhibit "D"
  
6. Page 16 of 51  
Article 2.4 Construction Phase; 13. Warranty, seventh sentence  
*Delete*: "period of one year"  
*Insert*: "period of two years"  
  
Article 2.4 Construction Phase; 13. Warranty, last sentence  
*Delete*: "eleven (11)"  
*Insert*: "twenty-three (23)"  
  
Article 3.2 Owner's Representative:  
*Delete*: Entire section **except** for "The Owner shall designate in writing any additional representatives authorized to act on the Owner's behalf with respect to the Project, not previously defined in Article 1.3, together with the scope of his/her respective authority. In no event shall any delegation of authority be contrary to State or City laws or codes."
  
7. Page 17 of 51  
Article 3.10 Funding:  
*Delete*: this Article in its entirety
  
8. Page 20 of 51  
Article 6.1; paragraph two, third sentence  
*Delete*: "(To Be Determined at GMP)"  
*Insert*: "\$250"
  
9. Page 21 of 51  
Article 7.5, last paragraph  
*Delete*: last paragraph in its entirety  
  
Article 8.1, 8.1.1 Design Phase Pre-construction Costs; first paragraph, third sentence  
*Delete*: "(To Be Determined Per Construction Authorization)."  
*Insert*: "zero \$0"  
  
Article 8.1, 8.1.1 Design Phase Pre-construction Costs; second paragraph  
*Delete*: "The Construction Manager's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on Exhibit "E"."

September 10, 2014

"Form of Agreement Between Owner and Construction Manager" between  
Osceola County Board of Commissioners and Clancy & Theys Construction Co.  
(continued)

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Article 8.1, 8.1.2 Construction Phase Costs; first paragraph, fourth sentence

*Delete:* "(To Be Determined at GMP)."

*Insert:* "Three Hundred Fifty Five Thousand Two Hundred and Fifty Eight Dollars  
\$355,258

*Insert:* "Exhibit A" Cost Breakdown"

Add Article 8.1, 8.1.3 Construction Managers Costs;

*Insert:* Insert paragraph 8.1.3 the construction managers proposal is based on the  
attached" Exhibit B" clarification, exclusions and allowances.

10. Page 22 of 51

Article 8.1, 8.1.2 Construction Phase Costs; 1. Adjustments in Costs; section C.

*Delete:* This section in its entirety

Article 8.1, 8.1.2 Construction Phase Costs; 2. Costs and Expenses Included in Construction  
Phase Costs; section D

*Delete:* "their duties and responsibilities and the duration of their assignment are shown  
on Exhibit "B"

Article 8.1, 8.1.3 Construction Phase Fee

*Delete:* "(To Be Determined at GMP)"

*Insert:* "5%"

11. Page 23 of 51

Article 9.2 Direct Cost Items; 1.; third sentence

*Delete:* "(to be determined at GMP)"

*Insert:* "52%"

Article 9.2 Direct Cost Items; 6.; third sentence

*Delete:* "(To Be Determined at GMP)"

*Insert:* ".5%"

Article 9.2 Direct Cost Items; 6.; fourth sentence

*Delete:* "(To Be Determined at GMP)"

*Insert:* ".8%"

12. Page 27 of 51

Article 12.1 Monthly Statements; fourth sentence

*Delete:* "shown in Exhibit "G"

13. Page 28 of 51

Article 12.2 Final Payment; fourth sentence

*Delete:* "specified on the attached Exhibit "H"

14. Page 33 of 51

Article 15.2; first sentence

*Delete:* "Osceola County"

*Insert:* "Citrus County"

September 10, 2014  
"Form of Agreement Between Owner and Construction Manager" between  
Osceola County Board of Commissioners and Clancy & Theys Construction Co.  
(continued)

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15. Page 40 of 51  
*Delete:* this signature page in its entirety. A new signature page is attached to this Amendment.
16. Pages 41 thru 51 of 51  
*Delete:* Exhibits A, B, C, D, E, F, G, H, I, J & K in their entirety  
*Insert:* "Exhibit A" – Guaranteed Maximum Cost Breakdown  
*Insert:* "Exhibit B" – Clarifications, Exclusions, and Allowances  
*Insert:* "Exhibit C" – Document List

END OF AMENDMENT

This Agreement entered into as of the day and year first written above.

**CONSTRUCTION MANAGER**

  
(Signature)

William J Zecher – Vice President  
(Printed name and title)

9-10-14  
Date

\_\_\_\_\_  
ATTEST  
  
\_\_\_\_\_  
(Printed name and title)

**OWNER**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST  
  
\_\_\_\_\_  
(Printed name and title)



**Standard Estimate Report**  
14009 Audio

Audio Visual Systems  
GMP Estimate W Sub Bids  
Revised 09-8-2014

Project name	14009	Audio
Estimator	jc	
Labor rate table	Burden Labor	
Equipment rate table	Standard Equipment	
Job size	5100 sf	
Duration	8 mo	
Bid date	9/8/2014	
Report format	Sorted by 'Group phase/Phase' 'Detail' summary	



Standard Estimate Report  
14009 Audio

Item	Description	Takeoff Qty	Unit Cost	Amount	Unit Cost	Material	Amount	Subcontract	Amount	Equipment	Amount	Other	Amount	Unit Cost	Total	Amount
------	-------------	-------------	-----------	--------	-----------	----------	--------	-------------	--------	-----------	--------	-------	--------	-----------	-------	--------

1000.000 GENERAL REQUIREMENTS

1080.000	Testing/Quality Control																
	Material Testing	1.00	ls			3,000.00 /ls	3,000									3,000	3,000
	Additional Asbestos Abatement Over 20K Allowance	1.00	lb					6,482								6,482	6,482
	Testing/Quality Control						3,000	6,482									9,482
1105.000	Permanent Power																
	Duke Energy Pole Relocations	1.00	ea					5,047								5,047	5,047
	Permanent Power							5,047								5,047	5,047
							3,000	11,529								14,529	14,529

GENERAL REQUIREMENTS

8.00 mo

2000.000 SITEWORK

2700.000	Misc Site Items																
	Alloway Parking Stabilization Allowance	2,200.00	sf					8,800								8,800	8,800
	Misc Site Items							8,800								8,800	8,800
							0	0								0	0
							0	8,800								8,800	8,800

SITEWORK

1.00 ls

4000.000 MASONRY

4152.000	Masonry																
	Brick Repairs for AV Systems	1.00	ls					1,109								1,109	1,109
	Masonry							1,109								1,109	1,109
							0	0								0	0
							0	1,109								1,109	1,109

MASONRY

5,120.00 sf

5000.000 METALS

5100.000	Structural Steel																
	Additional Bracing for Stage Equipment	1.00	ls					11,402								11,402	11,402
	Structural Steel							11,402								11,402	11,402
							0	0								0	0
							0	11,402								11,402	11,402

METALS

5,120.00 sf

11000.000 EQUIPMENT

11200.000	Stage Lighting																
	ETC Salsdor D40 LED Vivid Wash Fixtures	12.00	ea														
	Powered By NY Circuit per Position																
	Automatic Devised Comp Series 500 Walk	125.00	lf														
	Along Track With Legs																
	Front of House Lighting ETC Source 4 19" LED	6.00	ea														
	Fixtures																
	Paradigm LCD Touch Screen Receptacle At	4.00	ea														
	Shank Wall/Entrance Doors																



Standard Estimate Report  
14009 Audio

Item	Description	Takeoff Qty	Unit Cost		Amount	Subcontract	Name	Equipment	Amount	Other	Amount	Unit Cost	Total	Amount
			Amount	Unit Cost										
11200.000	Stage Lighting													
	ETC Net Plug In Station at Stage Wall	1.00 ea												
	E-ACP Architectural Control Module	1.00 ea												
	ERNET Entimnet Switch Linked To Smart	1.00 ea												
	Switch Relay Panel													
	Front of House Lighting ETC Source 4 1/4" LED	1.00 ea												
	Fixtures													
	Front of House Lighting ETC Source 4 26" LED	6.00 ea												
	Fixtures													
	Front of House Lighting ETC Source 4 36" LED	2.00 ea												
	Fixtures													
	Zone 9 Lighting Control DXM Atr: 308 Ch 35	1.00 ea												
	Balcony Overhang Lighting													
	Zone 11 Lighting Control DXM Atr: 311 Ch 37	1.00 ea												
	Meeting Room Lighting													
	Side Wall Accent Lighting Control Atr: 313 CH	1.00 ea												
	313 CH 39													
	Tolstar Metal LC FCH Multi Dimming Control	1.00 ea												
	System													
	Zone 1 Lighting Control DXM Atr: 301 Ch 27	1.00 ea												
	Stage Lighting													
	Zone 2 Lighting Control DXM Atr: 302 Ch 28	1.00 ea												
	Seating Area Lighting													
	Zone 5 Lighting Control DXM Atr: 305 Ch 31	1.00 ea												
	Balcony Seating Area Lighting													
	Zone 6 Lighting Control DXM Atr: 306 Ch 32	1.00 ea												
	Meeting Area Lighting													
	Zone 8 Lighting Control DXM Atr: 308 Ch 34	1.00 ea												
	Concession 203 Area Lighting													
	Zone 7 Lighting Control DXM Atr: 307 Ch 33	1.00 ea												
	Concession 203 Light Box Lighting													
	Smart Switch DMX Relay Panels SS12P	11.00 ea												
	Designer Software													
	Window based PC Running Light and Control	1.00 ea												
	ETC NET3 One Port Gateway at Balcony	1.00 ea												
	ETC NET3 One Port Gateway at Front of House	1.00 ea												
	Seating Area Pipe Grid													
	ETC NET3 One Port Gateway at Pipe Grid Over	1.00 ea												
	Stage													
	CAT5 To Stage Lighting	12.00 ea												
	Infrastructure And Piping													
	Labor and Equipment To Install 2 Mech + 2	1.00 ea												
	Laborers 80 Hrs													
11210.000	Stage Curtains/Projection Screen/Hoisting													
	Drapor Motorized 30 x 14' - 6" 16:10 Format	435.00 sf												
	Screen													
	DMX 512 Input Jack	1.00 ea												
	Pleonor Present 10 Architectural Button Station	1.00 ea												
	Controller													
	DMX 512 Output Jack	1.00 ea												
	Type S Concession CAT5 RJ45 Terminated Both	9.00 ea												
	Ends W/ T568B													
	DMX Terminator	1.00 ea												
	Type D Concession DMX Data Cable XLR-5	9.00 ea												
	Unshielded Box End w/ PC294TB													
	Unshielded E-Stop E-Stop Panel	1.00 ea												
	PSU 9 15 Volt Transformer	1.00 ea												
	Power Supply and Easy Stop													
	Host Motor	1.00 ea												
	DMX Data Cable XLR-5 Terminated At Hoist	1.00 ea												
	Safety Loop RJ45 Terminated at Hoist	1.00 ea												
	DMX Output Jack at Pipe Grid	1.00 ea												
	Track Switches	2.00 ea												
	Grand Drape Motor Controller	1.00 ea												
	Infrastructure Piping and Hangers													
	Labor and Equipment to Install 2 Mech + 2	1.00 ea												
	Laborers 80 Hrs													
	Front Curtain	685.00 sf												
	Rear Curtain	705.00 sf												
	Intermittent Rear Curtain	790.00 sf												
	Cyclorama Curtains	1:150.00 sf												







Standard Estimate Report  
14009 i Audio

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9/10/2014 9:11

Item	Description	Takeoff Qty	Labor		Material		Subcontract		Equipment		Other		Total	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
18850.000	Electrical													6,210
	Audio Visual Conduit	1.00												17,882
	Electrical Subcontractor SKD Plans													17,882
	Audio Visual Conduit													17,882
	<b>ELECTRICAL</b>			0		0	24,092	0	0	0	0	0	0	24,092
														4,71 /sf
														5,120.00 sf



**Standard Estimate Report**  
14009 - Audio

P  
9/10/2014 9:1

**Estimate Totals**

Description	Amount	Totals	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor						
Material	3,000				0.568 /sf	0.84%
Subcontract	329,010				64.512 /sf	92.61%
Equipment						
Other	332,010	332,010			65.100 /sf	93.46%
Sales Tax - 7%	210		7.000 %	C	0.041 /sf	0.06%
Excess Liability Insurance	995			B	0.105 /sf	0.28%
Builders Risk	1,100		0.330 \$/ 100	T	0.216 /sf	0.31%
Performance & Payment Bond	3,180			B	0.623 /sf	0.89%
Contractor's Fee	17,763		5.000 %	T	3.483 /sf	5.00%
	23,246	355,258			65.658 /sf	100.00%
Contingency				T		
<b>Total</b>		<b>355,258</b>			<b>65.658 /sf</b>	

City of Inverness

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**CLARIFICATIONS:**

- Clancy & Theys' proposal is based on the Exhibit "C" - Document List.
- Our proposal is based on the use of 300 series box track in lieu of the 500 series Patriarch track as specified
- The proposal is based on the work being completed at the same time as the building renovations of the Theater
- Review and pricing of the revised civil design by Foster Conant & Associates
- Review and pricing of the new electrical drawings confirming the revised electrical services and incorporation of the new light fixture package

**EXCLUSIONS:**

The following items are specifically excluded from our scope of work:

- Building Permit Fees
- Contingency
- Utility company fees
- Acoustical operational, frequency, load speaker and delay tests by independent acoustical testing firm.

**ALLOWANCES:**

The following allowances are labor and material allowance unless otherwise stated:

- Attorney Parking Stabilization ..... \$8,800
- Material Testing ..... \$3,000



City of Inverness

**Specifications – Audio Visual**

Section	Title	Date
11060	Stage Equipment	Not dated
16770	Sound Reinforcement Systems	Not dated

**Drawings – Audio Visual**

Sheet No.	Title	Date
SKD 1	Stage Rigging – Pipe Grid & Curtains	2/05/14
SKD 2	Stage Rigging – Grand Drape Details	2/05/14
SKD 3	Performance Lighting – 1 <sup>st</sup> Floor Control Distribution	2/05/14
SKD 4	Performance Lighting – 2 <sup>nd</sup> Floor Power & Control Distribution	2/05/14
SKD 5	Performance Lighting – Stage Lighting Plan	2/05/14
SKD 6	Performance Lighting – 1 <sup>st</sup> Floor House Lighting Control	2/05/14
SKD 7	Performance Lighting – 2 <sup>nd</sup> Floor House Lighting Control	2/05/14
SKD 8	Performance Lighting – Channel Hook-up & Control Riser	2/05/14
SKD 9	Performance Video – 1 <sup>st</sup> Floor Distribution & Riser Diagram	2/05/14
SKD 10	Performance Video – 2 <sup>nd</sup> Floor Distribution	2/05/14
SKD 11	Performance Audio – 1 <sup>st</sup> Floor Distribution	2/05/14
SKD 12	Performance Audio – 2 <sup>nd</sup> Floor Distribution	2/05/14
SKD 13	Performance Audio – 1 <sup>st</sup> Floor Conduit	2/05/14
SKD 14	Performance Audio – 2 <sup>nd</sup> Floor Conduit	2/05/14
SKD 15	Performance Audio – Riser Diagram	2/05/14

**Bid Memo No. 1 dated March 12, 2014**

***Included in Bid Memo #1 were the documents below:***

	RFI #1 dated 3/6/14 and Response dated 3/11/14	
	RFI #2 dated 3/10/14 and Response dated 3/11/14	
	Finish List dated 2/26/14	

**RFI #3 dated March 13, 2014**

**RFI #3 Response dated March 19, 2014**

**NPerspective Inc. – Exterior Front Elevation Rendering dated May 27, 2014**

Clancy & Theys Construction Company



Page 1 of 1

**Cost of Work Exclusions  
September 10, 2014**

The following items are specifically excluded from our scope of work:

- Building Permit Fees
- Contingency
- Utility company fees
- Acoustical operational, frequency, load speaker and delay tests by independent acoustical testing firm.
- Owner FFE



## Agenda Memorandum – *City of Inverness*

September 9, 2014

TO: Elected Officials  
FROM: City Manager (Prepared by Eric Williams)  
SUBJECT: Law Enforcement Service Agreement – 10/1/14 to 9/30/15  
CC: City Clerk and Finance Director  
Enclosure: Agreement for Law Enforcement Services

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At the previous meeting of City Council, renewal of the Agreement for Law Enforcement Services with the Sheriff's Office was discussed. From that City Administration met with representatives of CCSO to clarify points and develop wording to renew the Agreement and continue law enforcement services. The enclosed agreement codifies areas of ambiguity and retains originality from the initial agreement adopted in 2004.

The City of Inverness continues to maintain highly effective relations with the Citrus County Sheriff's Office. The program cost for next fiscal year is structured at \$747,620.00, which is an increase of \$14,455 from the previous (current) year. The 1.97% increase is due to reinstatement of merit raises for CCSO personnel.

***Recommended Action –***

It is recommended that City Council motion, second and vote to support and accept the Agreement with the Citrus County Sheriff's Office for Law Enforcement Services through September 30, 2015, and authorize that the Council President execute the document. Once signed, we will correspond and finalize the matter with the Sheriff's Office.

If you wish to discuss this further, please contact me at your convenience.

  
Frank DiGiovanni

**INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is made and entered into by and between the CITY OF INVERNESS, FLORIDA, (“Inverness”), a municipal corporation of the State of Florida; JEFFREY DAWSY, as Sheriff of Citrus County, Florida, (“Sheriff”); and, CITRUS COUNTY, a political subdivision of the State of Florida.

**WITNESSETH:**

WHEREAS, Sections 125.0101, 166.021 and 163.01, Florida Statutes (2014) provide that a county and a municipality may contract to provide law enforcement services within a municipality’s boundaries; and

WHEREAS, Inverness is a municipality within the boundaries of Citrus County, Florida; and

WHEREAS, Inverness is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

WHEREAS, Inverness has requested that the Sheriff furnish law enforcement services within Inverness; and

WHEREAS, Inverness desires that the Sheriff furnish law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for Inverness; and

WHEREAS, the Inverness City Council has determined that the most efficient way to fulfill; its desire to provide police protection in a responsible manner for the term beginning October 1, 2014 and ending September 30, 2015 is by contracting with the Sheriff; and

WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, this Agreement for the provision of law enforcement services is not intended by the parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes or for any other purpose whatsoever and it is the intent of the parties that this Agreement shall at all times be interpreted and administered consistent with the parties’ intent that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever and the parties shall administer this Agreement to that end; and

WHEREAS, this Agreement between Inverness and the Sheriff has previously been approved for concurrence by the Board of County Commissioners of Citrus County;

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the other, the parties hereto do covenant and agree as follows:

#### 1. RECITALS

The recitals included above form an integral part of this Agreement and are hereby incorporated herein.

#### 2. MUNICIPAL POLICE POWERS

By appropriate Resolution, Inverness City Council shall vest within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, Inverness' police powers to the extent necessary or desirable to perform the law enforcement services herein during the contract period. Both parties recognizing that Inverness retains the right to resume responsibilities to provide law enforcement services within Inverness at the expiration of this Agreement. Inverness similarly retains the right to control the law enforcement services provided under this Agreement.

#### 3. INTERAGENCY COORDINATION

The Sheriff shall, to the extent feasible, coordinate law enforcement functions, including special event functions, individual's complaints and unanticipated events requiring law enforcement involvement with Inverness' City Manager. The Sheriff or Sheriff's designee will attend regular City Council meetings and staff meetings when requested consistent with Inverness' right to control and supervise the law enforcement services provided pursuant to this Agreement.

#### 4. STAFFING LEVELS/COMMUNITY RESOURCE OFFICER

- a. The Sheriff agrees to provide all necessary and appropriate law enforcement services in and for Inverness by providing six (6) deputies with patrol automobiles for twenty-four (24) consecutive hours each day to serve as law enforcement officers within Inverness. Said deputies shall be provided within Inverness on the basis of one (1) deputy at all times, supplemented by scheduling overlap. In addition it is understood by the parties that the Sheriff will additionally provide for two (2) part-time (minimum 20 hours per week per position) PSO's, supervision of deputies, interactive community service to communicate law enforcement activities to City businesses and residents, school traffic regulation, school bus traffic regulation, school security services, investigative services and public relations. Deputies assigned within Inverness will not patrol unincorporated areas of the County except when rendering mutual aid assistance to insure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements.
- b. The Sheriff will also provide one full-time community resource officer within Inverness. This officer will perform interactive and proactive patrols as do other community resource officers in accordance with existing practices which may include but are not limited to; making contacts with both citizens and businesses to solve community crime problems, meeting with individuals to explain crime prevention techniques, and utilizing business cards and voice mail to ensure citizen contact regarding public safety concerns.
- c. The Sheriff shall make all services of the Sheriff's Office available to Inverness during the term of this Agreement. These services include but are not necessarily limited to; marine patrol, K-9, helicopter patrol, crime watch assistance, report writing, record retention, Emergency Management operations dispatch operations, media interaction, and community service programs. The Sheriff will conduct periodic speed monitoring of Inverness' vehicle traffic. Any specific problems with marine infractions that are reported to the Sheriff will be handled as a law enforcement complaint.

## 5. CONSIDERATION

Inverness shall pay to the Citrus County Board of County Commissioners, as payment in full for services herein agreed to be performed by the Sheriff, the sum of \$747,620 for the term October 1, 2014 through September 30, 2015, being paid monthly in the amount of \$62,301.67. Monthly payments shall be payable on the first day of each month.

## 6. LAWS ENFORCED

The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within Inverness and Inverness municipal ordinances. The Sheriff shall bring appropriate charges for violations of all laws and ordinances.

## 7. FINES AND FORFEITURES

- a. Law Enforcement Education Funds. All law enforcement education funds levied and collected by the Clerk of the Court for Citrus County, Florida and designated for use by Inverness pursuant to Section 943.25, Florida Statutes, shall be assigned by Inverness to Sheriff for payment directly from the Clerk of the Court for Citrus County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of Inverness. The Sheriff will advise the City Manager on a quarterly basis of the collections and expenditures from this fund.
- b. Fines. Inverness shall remain entitled to all fines and forfeitures to which Inverness would ordinarily be entitled pursuant to Section 316.660, Florida Statutes and to proceeds and forfeitures arising under the sale or disposition of unclaimed property or from the enforcement of the Inverness Code of Ordinances.
- c. Seized Funds. On the effective date of this Agreement, Inverness shall sell, assign, transfer and convey all of Inverness's right, title and interest in and to any funds maintained by or on behalf of Inverness. Sheriff agrees that any currency or other assets seized pursuant to Chapter 932, Florida Statutes within Inverness and subsequently forfeited to Sheriff shall be deposited into the Sheriff's Law Enforcement Trust Fund and shall be designated for use by Sheriff within or for the benefit of Inverness in accordance with the statute. The Sheriff shall advise the City Manager on a quarterly basis of collections and from this fund.
- d. Grant Funds and Miscellaneous Revenues. The Sheriff shall cooperate with Inverness and, to the extent allowable by law, act as the law enforcement agent on behalf of Inverness in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. Inverness will make these funds available to Sheriff to carryout the intent of the grant program as approved by the granting agency and Inverness. It is understood by both parties that all revenues currently received by Inverness as a result of law enforcement activities shall continue to be received by Inverness as previously mentioned herein or as may be added in the future.
- e. Return of Unused Funds. All funds initially received by Sheriff from Inverness as well as funds received directly by Sheriff after the commencement of the Agreement under the provisions of this paragraph 7, shall be accounted for and reported to Inverness annually to include the details of all revenues received and all expenditures made. In the event of termination of the Agreement all unused funds shall be returned to Inverness within 30 days from the date of termination.

#### 8. PERFORMANCE REPORTS AND CRIME REPORTING

The Sheriff shall maintain performance reports and statistical records regarding police activity within Inverness and shall provide such to Inverness so that Inverness may review Sheriff's performance under this Agreement, these records will include, but will not necessarily be limited to, the number of calls for service, offense reports, arrests, alarm responses, location and nature of calls, response times, number and type of citations and number and type of accidents. The Sheriff will provide these performance reports and statistical records to Inverness bi-annually.

#### 9. HIRING DECISIONS

The Sheriff shall be responsible for the hiring, training, assignment, discipline and dismissal of all law enforcement personnel performing services under this Agreement as such individuals are Sheriff's employees.

#### 10. PERSONAL PROPERTY-EXCEPT VEHICLES

It is specifically intended by the parties that certain personal property owned by Inverness was transferred to Sheriff for the Sheriff's use in benefit of Inverness during the term of this Agreement. The parties anticipate that Sheriff will use such property during the term of this Agreement and that such property or replacements of equivalent utility thereto will be returned to Inverness at the conclusion of this Agreement in substantially similar condition as when transferred to Sheriff, with reasonable wear and tear excepted. While Sheriff has use and possession of such property which has been transferred in good and working condition, Sheriff agrees to maintain such property in good and work order and will perform customary preventative and required maintenance on such property. Sheriff will maintain a fixed asset ledger with identifiable numbers for such property during Sheriff's use of such. If Sheriff determines that Sheriff does not need such property, Sheriff may sell such property and apply the proceeds thereof to such other property as is needed for the benefit of Inverness or shall apply the proceeds to directly reduce Inverness' consideration required herein.

#### 11. VEHICLES

At the conclusion of this Agreement, Sheriff will return vehicles or equivalent replacements thereto to Inverness. Sheriff will additionally transfer any vehicles purchases or leases by Sheriff during the term of this Agreement with funds generated from this Agreement to Inverness. Any remaining lease payments, for vehicles procured by Sheriff for the benefit of Inverness pursuant to this Agreement, will be assumed by Inverness until such leases are satisfied.

#### 12. UNIFORMS and VEHICLE MARKINGS

The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs performing law enforcement services under this Agreement and the marking of patrol units; however, the Sheriff agrees to place the Inverness Insignia, on all of Sheriff's marked patrol vehicles.

#### 13. INDEMNIFICATION AND HOLD HARMLESS

The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall hold Inverness harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's use of Inverness property or the intentional or negligent acts of the Sheriff. Sheriff's Deputies and Sheriff's employees; and the Sheriff shall indemnify Inverness from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which Inverness

might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the Sheriff, Sheriff Deputies and Sheriff's employees. Inverness agrees to hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by Inverness and enforced by the Sheriff or from acts or omissions attributable to Inverness that occurred prior to the execution of this Agreement, and Inverness agrees to indemnify the Sheriff for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the Sheriff might suffer in connection or as a result of the constitutionality of Ordinances enacted by Inverness and enforced by the Sheriff or from acts or omissions attributable to Inverness that occurred prior to the execution of this Agreement. The Sheriff does not assume any existing or contingent liabilities regarding liability of Inverness unless specifically listed above. By agreeing to the provisions of this paragraph 13, the parties hereto do not in any way waive or limit their entitlements of sovereign immunity.

#### 14. REVENUE SOURCES

The parties agree that this Agreement does not constitute a general indebtedness of Inverness within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that neither the Sheriff nor Citrus County will ever have the right to require or compel the exercise of ad valorem taxing power of Inverness or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of Inverness, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of Inverness and Citrus County.

#### 15. NOTICES

The parties hereto are represented as follows:

- a. CITRUS COUNTY: County Attorney, Citrus County Courthouse, 110 North Apopka Avenue, Inverness, FL 34450.
- b. CITY OF INVERNESS: Larry Haag,
- c. CITRUS COUNTY SHERIFF: Undersheriff "Buddy" Grant

#### 16. TERM

This Agreement shall take effect on October 1, 2014 at 12:01 a.m. and continue in effect thereafter through September 30, 2015, unless hereafter extended upon such terms and conditions as the parties hereto may later agree. Either party may terminate this Agreement upon a ninety (90) day prior written notice to the other party.

#### 17. BOCC JOINDER

The Citrus County Board of County Commissioners has indicated its concurrence with this Agreement and with the terms and provisions hereof and its support for the plan set out herein. Said Board agrees to amend the Citrus County Sheriff's Office budget, after payments of the referenced amounts herein by Inverness, to provide the funds necessary to accomplish the purposes of this Agreement and agrees to cooperate in every way reasonably possible to insure that the purposes stated herein are fulfilled.

**18. NO UNINTENDED BENEFICIARIES**

In no event shall this Agreement confer upon any third person, corporation or entity the right to any cause of action or damages against any party hereto.

**19. SCOPE OF AGREEMENT**

This document reflects the full and complete understanding of the parties, supersedes any other agreements entered into by and between the parties hereto and may be modified or amended only by a written document signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorize representatives this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF INVERNESS:**

ATTEST:

By: \_\_\_\_\_  
Ken Hinkle, President

\_\_\_\_\_  
Deborah Davis, City Clerk

Approved as to form & content:

\_\_\_\_\_  
City Attorney, Larry Haag

**SHERIFF OF CITRUS COUNTY, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Jeff Dawsy, Sheriff

\_\_\_\_\_

Approved as to form & content:

\_\_\_\_\_  
Sheriff's Attorney

## Agenda Memorandum – *City of Inverness*

September 9, 2014

**TO:** Elected Officials  
**FROM:** City Manager  
**SUBJECT:** Parking Ordinance – (First Reading)  
**CC:** City Clerk  
**Enclosure:** Parking Ordinance 2014-707

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The proposed Ordinance has been modified to replace the outdated current Ordinance with a more modern approach to parking regulation and management, while addressing certain behaviors that require added attention.

This is not about tickets or over regulation; it is about the qualities of the business core, and ability to modify existing regulations to better address the high amount of activity that downtown Inverness enjoys. The City has more parking than most and a “free” space is easily found. Comments that conclude there is “not enough parking” is more about convenience than availability of space. A high level of business activity and well received events makes Inverness attractive to visitors from all areas of Citrus County and beyond. Growth is welcomed and parking is intended to remain free, but the City Code must be modified to maintain a desirable environment for sustained growth and redevelopment.

We look forward to comments. This will be the first reading of an Ordinance, with a Public Hearing and second reading scheduled for the ensuing meeting of Council.

### ***Recommended Action -***

1. Motion, second and vote read the Ordinance by title
  - a. City Clerk reads Ordinance title
2. City Council deliberates the subject
3. To proceed, motion and second to adopt the Ordinance on the first reading by roll-call

If you wish to discuss this further, please contact me at your convenience.

  
Frank DiGiovanni

ORDINANCE NO. 2014 - 707

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF INVERNESS, FLORIDA, REPEALING ARTICLE III. STOPPING, STANDING AND PARKING AND REPLACING ARTICLE III IN FULL WITH AN UPDATED ORDINANCE THAT IS MORE CONSISTENT WITH CURRENT DEVELOPMENT AND ECONOMIC CONDITIONS, PROVIDING FOR REPEAL AND REPLACEMENT OF ORDINANCE; PROVIDING FOR REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY AND INTERPRETATION OF THE ORDINANCE; PROVIDING FOR CONFLICT WITH FLORIDA STATUTES; PROVIDING FOR INCLUSION INTO THE CODE OF ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

**Section 1: REPEAL AND REPLACEMENT OF ORDINANCE**

The City of Inverness, Code of Ordinances, Article III, Stopping, Standing and Parking is hereby repealed and replaced by the updated Ordinance.

**Section 2: REPEAL OF INCONSISTENT ORDINANCES**

Any Ordinance in conflict with the ordinance is hereby repealed by implication.

**Section 3: SEVERABILITY AND INTERPRETING THE ORDINANCE**

If any article or portion of this ordinance is found to be invalid, unlawful or unconstitutional, all other articles of this ordinance shall remain valid and enforceable.

**Section 4: CONFLICT WITH FLORIDA STATUTES**

Should any provision of this Ordinance conflict with the provisions of Chapter 316, Florida Statutes, the latter should prevail.

**Section 5: INCLUSION INTO THE CODE OF ORDINANCES**

The provision of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Inverness as an addition or amendment thereto or as a replacement thereof, and shall be appropriately renumbered to the uniform numbering system of the Code of Ordinances.

**Section 6: EFFECTIVE DATE**

The effective date of the ordinance shall be as provided by law.

NOW THEREFORE, BE IT ORDAINED by the City Council of Inverness this \_\_\_\_day  
of \_\_\_\_\_, 2014 as follows:

UPON MOTION DULY MADE AND CARRIED, the foregoing Ordinance was adopted on the  
\_\_\_\_day of \_\_\_\_\_, 2014.

By \_\_\_\_\_  
Ken Hinkle  
President, City Council

ATTEST:

\_\_\_\_\_  
Deborah Davis, City Clerk

The foregoing was approved by me as Mayor of the City of Inverness on the \_\_\_\_  
day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Bob Plaisted  
Mayor, City of Inverness

APPROVED AS TO FORM AND CORRECTNES

\_\_\_\_\_  
Larry Haag, City Attorney

**ARTICLE III. STOPPING, STANDING AND PARKING**

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~~Sec. 21-11. Basic restrictions.~~

~~Sec. 21-12. Restrictions.~~

~~Sec. 21-13. Chalk marks on tires.~~

~~Sec. 21-14. Restricted parking in residential area.~~

~~Sec. 21-15. Parking of commercial and other type vehicles restricted.~~

~~Sec. 21-16. Additional parking regulations.~~

~~Sec. 21-17. Unattended motor vehicle.~~

~~Sec. 21-18. Parking of heavy vehicles.~~

~~Sec. 21-19. Posted regulatory signs.~~

~~Sec. 21-20. Parking for certain purposes prohibited.~~

~~Sec. 21-21. Standing or parking unregistered vehicles.~~

~~Sec. 21-22. Parking spaces.~~

~~Sec. 21-23. Stopping, standing or parking within designated or reserved parking.~~

~~Sec. 21-24. General parking regulations.~~

~~Sec. 21-25. Unofficial reserving of parking space.~~

~~Secs. 21-26—21-36. Reserved.~~

**Sec. 21-11. Basic restrictions.**

(a) — When stopping is prohibited by signs or regulations, no person shall stop or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with directions of any police officer or other person authorized to enforce these regulations.

(b) — When standing is prohibited by sign or regulation, no person shall stand or park a vehicle, but may stop temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

(c) — When parking is prohibited by sign or regulation, no person shall park a vehicle attended or unattended, but may stand the vehicle temporarily for the purpose of and while expeditiously receiving or discharging passengers or loading or unloading merchandise.

(d) — It shall be unlawful to stop, stand, or park a vehicle on any street or highway which has been closed by permit and signs posted to that effect. Vehicles so parked in violation of this section may be towed at the owner's expense.

*(Ord. No. 551, § 1, 5-9-97)*

**Sec. 21-12. Restrictions.**

Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a police officer or official traffic control device, no person shall:

- (a) — ~~Stop, stand or park a vehicle:~~
- (1) — ~~On the roadway side of any vehicle stopped or parked at the edge or curb of a street (double parking).~~
  - (2) — ~~On a sidewalk or improved or unimproved city right-of-way except as permitted by 21-12(a)(9).~~
  - (3) — ~~Within an intersection.~~
  - (4) — ~~In a crosswalk.~~
  - (5) — ~~Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.~~
  - (6) — ~~Upon any bridge or other elevated structure.~~
  - (7) — ~~On a bicycle path.~~
  - (8) — ~~At any place where official traffic control devices prohibit stopping.~~
  - (9) — ~~On the shoulder of any roadway except that a vehicle which is disabled or in a condition improper to be driven as a result of mechanical failure or accident may be parked on such shoulder for a period not to exceed twenty four (24) hours. This provision is not applicable to a person stopping to render aid to an injured person or assistance to a disabled vehicle. However, all lawful orders of a police officer must be obeyed.~~
  - (10) — ~~No vehicle shall be parked on a city street or highway adjacent to a yellow curb or line unless posted signs indicate parking is permissible.~~
- (b) — ~~Stand or park a vehicle, whether occupied or not, except while expeditiously receiving or discharging passengers or merchandise:~~
- (1) — ~~At any place where official signs prohibit parking.~~
  - (2) — ~~In front of or interfere with the access to a public or private driveway.~~
  - (3) — ~~Within fifteen (15) feet of a fire hydrant.~~
  - (4) — ~~Within twenty (20) feet of a crosswalk at an intersection.~~
  - (5) — ~~Within thirty (30) feet upon the approach to any flashing signal, stop sign, or traffic control signal located at the side of a roadway.~~
  - (6) — ~~Within twenty (20) feet of the driveway entrance to any fire station and on the side of the street opposite the entrance to any fire station or seventy five (75) feet of such entrance when properly posted.~~
  - (7) — ~~Within any area designated by either mounted sign or pavement markings as a "Fire Lane."~~
  - (8) — ~~On any exclusively marked bicycle lane.~~
  - (9) — ~~At any place where official traffic control devices prohibit standing.~~

~~(10) — Along side or obstructing a curb area which has been cut down or lowered, or constructed so as to provide accessibility to the sidewalk or driveway.~~

~~(Ord. No. 551, § 1, 5-9-97)~~

**Sec. 21-13. Chalk marks on tires.**

~~It shall be unlawful for any person to willfully erase, rub out, obliterate, or tamper with in any manner any chalk mark placed upon any tire of a motor vehicle parked on the streets, highways, parking lots or other authorized parking areas of the city, or to cause said motor vehicle to be moved for the purpose of concealing such mark without actually removing said vehicle from the parking space so occupied, when such chalk mark was placed thereon by a police officer or parking enforcement specialist.~~

~~(Ord. No. 551, § 1, 5-9-97)~~

**Sec. 21-14. Restricted parking in residential area.**

~~No person shall park any commercial vehicle, truck having a gross vehicle weight exceeding two (2) tons, truck tractor, or trailer on any residential street or right-of-way in excess of two (2) hours between the hours of 8:00 p.m. and 8:00 a.m.~~

~~(Ord. No. 551, § 1, 5-9-97)~~

**Sec. 21-15. Parking of commercial and other type vehicles restricted.**

~~When parking is not otherwise restricted, no person shall park a commercial vehicle, truck having a gross vehicle weight exceeding two (2) tons, truck tractor, or trailer on any street or highway in excess of three (3) hours.~~

~~(Ord. No. 551, § 1, 5-9-97)~~

**Sec. 21-16. Additional parking regulations.**

~~(a) — When signs are erected in each block giving notice thereof, it shall be unlawful for any person to park a vehicle for longer than such time as is designated by such signs, between the hours of 8:00 a.m. and 6:00 p.m., of any day except Sunday and legal holidays.~~

~~(1) — The changing of the position of the vehicle from one parking spot directly to another parking spot within the same block shall be deemed one continuous parking period.~~

~~(2) — Any vehicle remaining in a parking area longer than the posted time allowance shall be considered to be "overtime parking."~~

~~(b) — Whenever any motor vehicle without a driver is parked, stopped or standing in a restricted or unrestricted area, a police officer or parking enforcement specialist may mark said vehicle and shall note the time, so that if said vehicle remains parked, stopped or standing in violation of subsection (a) above, the police officer or parking enforcement specialist shall take its registration number and description, and shall take any other~~

information displayed on the vehicle which may identify its owner. Said police officer or parking enforcement specialist shall then conspicuously affix to such vehicle a parking ticket, in writing, on such form provided by the office of the sheriff.

(c) — Parking not to obstruct traffic.

(1) — No person shall park any vehicle upon a street in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicular traffic.

(2) — Where streets are not completely paved or curbs provided, the parking of a vehicle shall not usurp any on the paved portion of the street.

*(Ord. No. 551, § 1, 5-9-97; Ord. No. 2007-651, § 1, 8-7-07)*

#### **Sec. 21-17. Unattended motor vehicle.**

(a) — No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key from the vehicle, and effectively setting the brake thereon, however, the provision for removing the key from the vehicle shall not require the removal of keys hidden from sight about the vehicle for convenience or emergency.

(b) — Towing agencies, which remove vehicles unlawfully parked on private property at request of the owner of the premises and without the written consent of the owner of the vehicle, shall immediately notify the sheriff's office of the description of the vehicle which was removed, time of removal and location vehicle was removed to.

(c) — Any person, firm or corporation, or agent, employee or representative thereof, repossessing or retaking a motor vehicle or motorcycle under authority of law or any contract or agreement, shall, immediately following such repossession or taking, notify the sheriff's office, giving notice of such repossession or taking, including the name and address of the person, firm or corporation repossessing or retaking the same.

(d) — Bus stop and taxi stand. No person shall stop, stand, or park a vehicle other than a bus in a bus stop, or other than a taxi in a taxi stand when such stop or stand has been officially designated and appropriately signposted, except that the driver of a passenger car may temporarily stop therein while expeditiously receiving or discharging passengers and without interfering with any bus or taxi about to enter such stop or stand.

*(Ord. No. 551, § 1, 5-9-97; Ord. No. 2007-651, § 1, 8-7-07)*

#### **Sec. 21-18. Parking of heavy vehicles.**

(a) — When signs are erected giving notice thereof, no person shall stop, stand or park a farm tractor, semitrailer, or truck or other commercial vehicle with a gross weight exceeding rated capacity of more than two (2) tons upon any of the streets except as is necessary to deliver to houses on the prohibited streets and to carry on commercial operations on the existing streets.

(b) — The parking of trucks with a carrying capacity of more than two (2) tons, the parking of tractor trailers or trailers alone is respectively prohibited in residential areas in the city.

*(Ord. No. 551, § 1, 5-9-97)*

**Sec. 21-19. Posted regulatory signs.**

When signs are erected specifying No Parking, Stopping, or Standing, or specifying time limits on standing or parking, no person shall park or stand a vehicle in violation of such sign.

*(Ord. No. 551, § 1, 5-9-97)*

**Sec. 21-20. Parking for certain purposes prohibited.**

No person shall park a vehicle upon any roadway or city right-of-way for the principal purpose of:

- (a) — Displaying such vehicle for sale.
- (b) — Greasing or repairing such vehicle, except repairs necessitated by an emergency.
- (c) — Storing such vehicle.
- (d) — Displaying advertising.
- (e) — Selling merchandise from the vehicle except in a duly established marketplace or when so authorized or licensed under this Code or other city ordinances.
- (f) — Soliciting orders for, or from which, goods, wares, merchandise, fruits, plants, trees, or palms are to be sold directly to the customer.
- (g) — Abandoning such vehicle.
- (h) — Washing, unless for charitable nonprofit purposes authorized by the chief of police and with due regard to safety.

*(Ord. No. 551, § 1, 5-9-97)*

**Sec. 21-21. Standing or parking unregistered vehicles.**

No person shall stand or park a vehicle upon any roadway or city right-of-way unless it is properly registered and the current number plates with tag, if required, issued for the vehicle are properly displayed thereon.

*(Ord. No. 551, § 1, 5-9-97)*

**Sec. 21-22. Parking spaces.**

When markings upon the curb or the pavement of a street designate parking space, no person shall stand or park a vehicle in such designated parking space so that any part of such vehicle occupies more than one such space or protrudes beyond the markings designating such a space, except that a vehicle which is of a size too large to be parked within a single designated space shall be parked with the front bumper at the front of the space with the rear of the vehicle extending as little as possible into the adjoining space to the rear.

*(Ord. No. 551, § 1, 5-9-97)*

**Sec. 21-23. Stopping, standing or parking within designated or reserved parking.**

(a) — No person shall stop, stand or park a vehicle on public property within the city officially designated for restricted or reserved parking and where signs have been erected giving notice of such restricted or reserved parking, unless such stopping, standing or parking of the vehicle is for the specific purpose for which the restricted or reserved parking area has been designated.

(b) — Any person who parks a vehicle in any parking space designated with the international symbol of accessibility or the caption "Parking by Disabled Permit Only" or both such symbol and caption is guilty of a parking infraction and subject to the fines prescribed in this chapter, unless such vehicle displays a parking permit issued by the state department of highway safety and motor vehicles indicating that the bearer has met the requirements to be considered handicapped and such vehicle is transporting a person eligible for such a parking permit. However, any person who is chauffeuring a disabled person shall be allowed without need for an identification parking permit, momentary parking in any such parking space for the purpose of loading or unloading a disabled person. No penalty shall be imposed upon the driver for such momentary parking.

(c) — It shall be a violation of this chapter punishable as provided in ~~section 21-73~~ for any person to stop, stand, or park a vehicle within, or to obstruct a specially designated and marked parking space designated for persons who have disabilities, unless the vehicle displays a disabled parking permit issued under section 316.1958 or section 320.0848 or a license plate issued under section 370.084, section 320.0842, section 320.0843, or section 320.0845, Florida Statutes, and the vehicle is transporting the person to whom the displayed permit is issued.

(d) — Motor vehicles displaying a special license plate or parking permit issued to a handicapped person by any other state or district subject to the laws of the United States shall be recognized as a valid license plate or permit, allowing such vehicle the special parking privileges, provided such other state or district grants reciprocal recognition for handicapped residents of this state.

(e) — Chapters 316.1955 and 316.1956 of the Florida Statutes are hereby adopted by reference.

*(Ord. No. 551, § 1, 5-9-97; Ord. No. 99-582, § 1, 5-4-99)*

**Sec. 21-24. General parking regulations.**

(a) — *Parallel parking to street.*

(1) — Except as otherwise provided for in this section, every vehicle stopped or parked upon a two-way roadway shall be so stopped with the right-hand wheels parallel to and within twelve (12) inches of the right-hand curb or edge of the roadway.

(2) — Except as otherwise provided for in this section, every vehicle stopped or parked upon a one-way roadway shall be stopped or parked parallel to the curb or edge of the roadway, in the direction of the authorized traffic movement, with its right-hand wheels within twelve (12) inches of the right-hand curb or edge of the roadway,

or its left wheels within twelve (12) inches of the left hand curb or edge of the roadway.

(b) ~~Angle standing or parking.~~

(1) ~~No person shall place a vehicle at an angle to the curb, except when such angle placement is authorized by these regulations or by signs.~~

a. ~~Commercial vehicles or trucks angle standing or angle parking in authorized areas shall not be so placed unless such positioning is essential for loading or unloading and then only for such period of time actually required for such purposes and sufficient space shall be left clear for the passage of a vehicle.~~

b. ~~When angle parking is authorized, at least one wheel shall touch the curb.~~

*(Ord. No. 551, § 1, 5-9-97)*

**~~Sec. 21-25. Unofficial reserving of parking space.~~**

~~It shall be unlawful for any person to reserve or attempt to reserve any parking space, or prevent any vehicle from parking on a public street through his presence in the roadway, the use of hand signals, or by placing any box, can, crate, handcart, dolly or any other device or thing in the roadway.~~

*(Ord. No. 551, § 1, 5-9-97)*

**~~Secs. 21-26—21-36. Reserved.~~**

**ARTICLE III. STOPPING, STANDING AND PARKING**

**Sec. 21-11. Short Title.**

**Sec 21-12. Definitions.**

**Sec 21-13. Duties Generally.**

**Sec 21-14. Manner of Parking.**

**Sec 21-15. Parking of Vehicles Without Affixed Current and Valid Registration License Plate and Validation Sticker; Removing, Impounding of Vehicles Without Affixed Current and Valid Registration License Plate and Validation Sticker.**

**Sec 21-16. Stopping, Standing or Parking Prohibited in Specified Places.**

**Sec 21-17. Stopping, Standing or Parking so as not to Obstruct Traffic.**

**Sec 21-18. Overtime Parking in Parking Zones.**

**Sec 21-19. Parking for Certain Purposes Prohibited.**

**Sec 21-20. Advertising.**

**Sec 21-21. Parking on Parkways.**

**Sec 21-22. Removal and Impounding of Illegally Parked, Abandoned or Disabled Vehicles.**

**Sec 21-23. Storage, Costs and Removal of Impounded Vehicles.**

**Sec 21-24. Stopping, Standing or Parking in More than One Space.**

**Sec 21-25. Marking of Spaces; Vehicles to be Parked Within Marked Lines.**

**Sec 21-26. Use Restricted to Certain Types of Vehicles.**

**Sec 21-27. Use Restricted to Parking and Incidents Thereof.**

**Sec 21-28. Movement of Vehicles in Parking Areas.**

**Sec 21-29. Manner of Parking.**

**Sec 21-30. Backing.**

**Sec 21-31. Speed.**

**Sec 21-32. Applicability of General Traffic Ordinances and State Statutes**

**Sec 21-33. Permit Parking.**

**Sec 21-34. Liability for Payment of Parking Ticket Violations.**

**Sec 21-35. Permit Parking Areas, Permits and Cards.**

**Sec 21-36. Reserved**

**Sec. 21-11. Short Title.**

This Chapter may be known and cited as the "Inverness Parking Code" or in the alternative as Chapter 21 Article III of the Code of the City of Inverness.

**Sec. 21.12. Definitions.**

The following words and phrases, when used in this Article, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

(1) *Commercial Vehicle.* Any vehicle designed, equipped or used for trade meeting any of the following criteria:

(a) A gross vehicle weight rating (GVWR) exceeding 5,000 pounds;

(b) A vehicle width exceeding 80 inches;

- (c) Designed for or possessing more than 4 wheels;
- (d) Total signage in or on the vehicle exceeding 4 square feet in area; or
- (e) Equipped with external modifications designed to be used in trade including, but not limited to, externally-mounted tools, machinery, equipment, tool or equipment racks.
- (2) Crosswalks.
  - (a) That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway.
  - (b) Any portion of a roadway at an intersection or else where distinctly indicated for pedestrian crossing by lines or other markings on the surface.
- (3) Designated Official. Any Court Judge or civil traffic infraction hearing officer authorized by law to preside over cases alleging the violation of county or municipal parking ordinances.
- (4) Intersection.
  - (a) The area embraced within the prolongation or connection of the lateral curblines; or, if none, then the lateral boundary lines of the roadways of two (2) highways which join one another at, or approximately at, right angles; or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.
  - (b) Where a highway includes two (2) roadways thirty (30) feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two (2) roadways thirty (30) feet or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.
- (5) Motor Vehicle. Any self-propelled motorized vehicle to include has been approved and stipulated for public parking located in or on the streets in the City whether they be public or private located and existing at or near the curbs of the streets within the City.
- (6) Off-Street Parking Facility. Any City owned or controlled parking facility located at places other than in or on the streets of the City.
- (7) On-Street Parking Facility. Any parking facility located in or on the streets in the City, including parking meters installed, located and existing at or near the curbs of the streets within the City.
- (8) Operator. Any person who is in actual physical control of a motor vehicle, or who is exercising control over or steering a vehicle being towed by a motor vehicle.
- (9) Overnight. To include the hours between 2am and 6am the same day.
- (10) Owner. The person to whom a vehicle is registered.
- (11) Park or Parking. The halting of a vehicle otherwise than momentarily, regardless of whether vehicle is occupied or in operation, and not for the purpose of receiving or discharging passengers or materials.
- (12) Parking Enforcement Specialist. An employee or contractor of the City of Inverness or a contracted agent who has complied with the requirements of Florida Statutes ch. 316.
- (13) Parking Facilities. All parking lots, garages, buildings, property and other structures, entrances, exits, fencing and all other facilities, equipment and accessories necessary for which to provide the parking of vehicles.

(14) Parking Permit. Any decal, card, placard, sticker, barcode, hangtag or any other means used to allow parking, loading/unloading, vehicle registration and any other uses in conjunction with vehicle parking.

(15) Parking Zone. The side of a City street alongside which parking is specifically permitted or an entire parking lot where in designated parking spaces are provided.

(16) Parking System. All off-street parking facilities and all on-street parking facilities.

(17) Parking Violation Notice. The written notification that is issued by an authorized individual informing the operator of a motorized vehicle that a parking violation has occurred. The notification is also referred to as a parking ticket or citation.

(18) Parkway. That area from the right-of-way line to the edge of pavement or the lateral lines of a roadway including any grassy or unpaved median between two paved areas.

(19) Private Road or Driveway. Any privately owned way or place used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

(20) Recreational Vehicle. Any vehicle designed as, or altered to be, a recreational vehicle including, but not limited to, a camper, travel trailer, motor home, mobile home or bus, meeting any of the following criteria:

(a) a gross vehicle weight rating (GVWR) exceeding 8,000 pounds;

(b) a vehicle width exceeding 80 inches; or

(c) an overall length exceeding 20 feet, and specifically not including a boat or boat trailer.

(21) Trailer: Any non-motorized vehicle or device designed for carrying persons or property which may or may not be capable of being drawn by a motor vehicle.

(22) Vehicle. Any motorized device, in, upon, or by which any person or property is or may be transported or drawn upon a street or highway to include any attached or unattached trailers or other attachments to the device.

#### **Sec. 21.13. Duties Generally.**

(1) It shall be the general duty of the City Manager to determine the need and the operation of off-street parking facilities, and to formulate programs, enforcement, and service levels to meet current and future municipal parking needs and the improvement of parking methods and options.

- (2) The City Manager shall determine the location of on-street freight loading zones and place and maintain appropriate signs indicating the same and stating the hours during which same are in effect. The City Manager shall not designate or mark any such zone upon special request of any person unless such person makes application for a permit for such zone and for two (2) signs to indicate the ends of each such zone.
- (3) The City Manager shall determine and designate whether or not parking shall be allowed upon one or both sides of any street; shall determine and designate the type, style and manner of on-street parking, and shall erect, place and maintain signs, devices or markings giving notice thereof.
- (4) The City Manager shall determine the parking time or limitations upon any street and promulgate, adopt and amend schedules designating such limitations, and erect, place and maintain signs, devices and markings giving notice thereof.
- (5) The City Manager shall determine and grant waivers, modifications, exceptions, modifications rates and any overall parking limitations including those regarding special events, parades or other temporary or general closures or needs.
- (6) All rules, regulations, orders, schedules, permits or determinations of, or made or issued by the City Manager within this ordinance may, shall be approved by City Council, and at any time may be revoked, modified, suspended or reinstated by City Council.

**Sec. 21.14. Manner of Parking.**

No person shall stand or park a vehicle in a roadway other than parallel with the edge of the roadway, headed in the direction of traffic and with the curb-side wheels of the vehicle within twelve (12) inches of the edge of the roadway, except as provided in the following paragraphs:

- (1) Upon a street which has been marked or a sign erected for angle parking, a vehicle shall be parked at the angle to the curb indicated by such mark or sign with the front of the vehicle placed facing the curb.
- (2) In a place where, and at hours when, stopping for the immediate loading or unloading of merchandise or materials is permitted.

**Sec. 21.15. Parking of Vehicles Without Affixed Current and Valid Registration License Plate and Validation Sticker; Removing, Impounding of Vehicles Without Affixed Current and Valid Registration License Plate and Validation Sticker.**

- (1) No person shall stop, stand, or park a vehicle upon any street or in any off-street parking facility in the City of Inverness unless such vehicle has affixed to it a current and valid registration license plate and validation sticker.
- (2) Any motor vehicle without a current and valid license plate and validation sticker affixed to it found parked at any time upon any street or in any off-street parking facility in the City of Inverness may, in addition to the issuance of a parking violation notice, be towed and impounded at such cost to be fully borne by the owner of such vehicle.

**Sec. 21.16. Stopping, Standing or Parking Prohibited in Specified Places.**

No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic-control device, in any of the following places:

- (1) On a sidewalk or in such manner that any part of such vehicle is protruding over a sidewalk or any part of the sidewalk area;
- (2) In front of a public or private driveway;
- (3) Within an intersection;
- (4) Within six (6) feet of a fire hydrant;
- (5) On a crosswalk;
- (6) Within ten (10) feet of a crosswalk at an intersection, unless permitted to do so by appropriate signs or devices posted in such area;
- (7) Within thirty (30) feet of any flashing beacon, stop sign or other official traffic-control device located at the side of a roadway;
- (8) Within thirty (30) feet of the nearest rail of a railroad crossing;
- (9) Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite such station, if prohibited by a sign;
- (10) On a roadway side of any vehicle stopping or parked at the edge or curb of a street or on the roadway end of any vehicle parked at an angle to curb or street edge, unless specifically permitted in this ordinance, except commercial vehicles engaged in loading or unloading from 2:00 a.m. to 7:00 a.m. only;
- (11) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
- (12) At any place where an official sign prohibits such;
- (13) At any place in such a manner as to block access to commercial refuse containers by the City of Inverness or those contracted by the City of Inverness for the use of refuse removal equipment;
- (14) At any parking space specifically designated and marked for persons with disabilities unless such vehicle displays a parking permit as required by State Law; or in such a manner as to block or obstruct a wheelchair ramp;
- (15) In a designated bus stop unless the vehicle is a bus respectively or when a bus stop is in the normal lane of traffic.
- (16) In an area designated as a fire lane;
- (17) On any property owned or controlled by the City of Inverness not designated for parking, unless otherwise approved by the City Manager;
- (18) Upon any particular street for a period longer than seventy-two (72) consecutive hours unless during the seventy-two (72) hour period the vehicle has been removed from the particular street for a period of at least twelve (12) consecutive hours;
- (19) In any City park or City recreation facility except where specifically permitted by an official sign and, if so permitted, only for the purpose of, and during the time of, visiting or using the park or recreation facility where such parking is provided;
- (20) Upon any street within thirty (30) feet of any rural-type mailbox between 8:00 a.m. and 6:00 p.m.;
- (21) On any portion of any lot or building site which does not legally exist as, or which has not been specifically constructed for vehicle parking or vehicular use area.
- (22) On any improved roadway Rights of Way or easements.

**Sec. 21.17. Stopping, Standing or Parking so as not to Obstruct Traffic.**

No person shall stop, stand or park any vehicle in a street in such a manner or under such conditions as to leave available less than ten (10) feet of the width of any lane of the roadway or travel way for free movement of vehicular traffic, except that a driver may stop momentarily during the immediate loading or unloading of passengers or when necessary in obedience to a traffic regulation or a traffic sign or signal or police officer.

**Sec. 21.18. Overtime Parking in Parking Zones.**

- (1) It shall be unlawful for any person to cause, allow, permit or suffer any vehicle to be parked overtime or beyond the period of legal parking time, and any vehicle in any parking zone longer than the time limit fixed for such zone by sign or ordinance shall be considered to be illegally parked.
- (2) It shall be unlawful to relocate a vehicle from one parking space within the same parking zone or to relocate a vehicle temporarily from the same parking space unless the vehicle has left the parking zone for an amount of time equal to or greater than the legal time limit for parking fixed for such zone.
- (3) It shall be unlawful by any means to remove or obscure or attempt to remove or obscure the markings made by parking enforcement personnel prior to removing the vehicle from the parking zone.

**Sec. 21.19. Parking for Certain Purposes Prohibited.**

No person shall stand or park a vehicle:

- (1) Upon a public or private street, public parking lot, any other public property or private property for the purpose and intent of displaying such vehicle thereon for sale, hire, or rental unless:
  - (a) A current commercial vehicular sale or resale license is held for the property issued by the Division of Motorist Services under Section 320.27 Florida Statutes, or
  - (b) The vehicle is titled in the same name as the owner or lessee of the property for which the vehicle is being displayed for sale;
- (2) Upon any public or private street, public parking lot or any other public property for the purpose of painting, greasing or repairing such vehicle, except repairs necessitated by an emergency;
- (3) Upon any public or private street, public parking lot or any other public property for the purpose of washing or polishing such vehicle or any part thereof unless approved by the City Manager;
- (4) Upon any public or private street, public parking lot, other public property or private property for the purpose of displaying advertising unless the vehicle is titled in the same name as the owner or lessee of the property for which the vehicle is being displaying advertising and such display does not violate any other such advertising or location ordinances;
- (5) Upon any public or private street, public parking lot, or any other public property for the purpose of selling merchandise from the motor vehicle, except when so authorized or licensed under the ordinances of the City.

**Sec. 21.20. Parking on Parkways.**

- (1) It shall be unlawful for any person to park any motor vehicle in or on a parkway other than motor vehicles owned or operated by or on behalf of the City of Inverness, by a public utility, or by the County, State or Federal government when such vehicles are engaged in the performance of

duly authorized work on behalf of these agencies or authorized emergency vehicles engaged in emergency service.

- (2) The prohibition contained in this section shall not apply to parkway areas which have been officially designated and signed by the City Manager as permissible areas for parking when such is deemed to be in the public interest after review by the City Manager.

**Sec. 21-21. Removal and Impounding of Illegally Parked, Abandoned or Disabled Vehicles.**

Police officers, community service officers, and parking enforcement specialists of this City are hereby authorized to remove or have removed any vehicle from any street or other public property within the City, to a public garage or other place of safety, under the circumstances hereinafter enumerated:

- (1) When any vehicle is left unattended:
- (a) On a sidewalk;
  - (b) In front of a public or private driveway;
  - (c) Within six (6) feet of a fire hydrant or in a fire lane;
  - (d) Within an intersection;
  - (e) On a crosswalk;
  - (g) In a space designated for emergency vehicles only;
  - (h) Within twenty (20) feet of a driveway entrance to a fire station and, if prohibited by a sign, on the side of a street opposite such station;
  - (i) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic and is prohibited by sign;
  - (j) At any place where official signs prohibit parking, stopping or standing and the vehicle is obstructing traffic, pedestrians or bicycle traffic or otherwise creating a safety hazard;
  - (k) In a City off-street parking facility for any period of time longer than twenty-four (24) hours or upon any particular street for a period of time longer than seventy-two (72) consecutive hours, unless during the seventy-two (72) hour period the vehicle has been removed from the particular street for a period of at least twelve (12) consecutive hours;
  - (l) Upon any bridge, elevated structure, viaduct, causeway, tube or tunnel where such vehicle is obstructing traffic or otherwise creating a safety hazard;
  - (m) In any space which has been officially reserved by a sign so indicating;
  - (n) On any place or area prohibited under Chapter 316, Florida Statutes.
- (2) When a vehicle is obstructing traffic or otherwise creating a safety hazard and the person in charge of the vehicle is absent or by reason of physical injury or condition is incapacitated to such an extent as to be unable to provide for its custody or removal.
- (3) When any vehicle is parked on any parking facility or area designated or used in connection with City Hall, police station, or other facilities of the City in violation of the posted signs and the permitted uses.
- (4) When any motor vehicle remains stopped or parked on any property owned or controlled by the City of Inverness not designated for parking.

(6) When any motor vehicle remains in an on-street parking space, the use of which is prohibited or otherwise regulated by an official sign for any period longer than twenty-four (24) hours.

**Sec. 21.22. Storage, Costs and Removal of Impounded Vehicles.**

When a vehicle is removed pursuant to this article notice shall be provided to the vehicle owner pursuant to the provisions of Florida Statutes ch. 713 and the owner of such vehicle shall be responsible for all costs associated with the removal, storage and impounding of such vehicle.

**Sec. 21.23. Stopping, Standing or Parking in More than One Space.**

Any person who stops, stands or parks a vehicle in more than one space allotted for standing or parking shall be considered to be illegally parked.

**Sec. 21.24. Marking of Spaces; Vehicles to be Parked Within Marked Lines.**

The City Manager shall place or cause to be placed lines or markings upon the curb, upon the street or in off street parking facilities for the purpose of designating the respective parking spaces. It shall be unlawful for any person to park a vehicle outside of, alongside of, or adjacent to any such parking space unless the parked vehicle is within the lines defined.

**Sec. 21.25. Use Restricted to Certain Types of Vehicles.**

The use of off-street parking facilities is hereby restricted at all times solely to the operators of passenger cars or passenger trucks being operated at the time of parking on such facilities primarily for the transportation of passengers; provided, however, that no motor vehicle not otherwise restricted from parking on such facilities shall be permitted to park thereon if the gross weight of such vehicle shall exceed two (2) tons or the length of such vehicle shall exceed twenty (20) feet at such vehicle's longest point or the width of such vehicle shall exceed seven (7) feet at such vehicle's widest point.

**Sec. 21.26. Use Restricted to Parking and Incidents Thereof.**

No person shall at any time operate or park a vehicle on or travel through any City off-street parking facility for any purpose other than parking purposes and the necessary driving on such facility required of the operator of any vehicle in entering and leaving such facility in connection with the use of the facility as a parking area; provided, however, the City Manager may reserve or set aside a facility, or portion thereof, for a special event.

**Sec. 21.27. Movement of Vehicles in Parking Areas.**

No person shall at any time drive or otherwise move any vehicle on any City off-street parking facility in any area specifically designated for the parking of vehicles except as may be necessary for the entering or leaving of a designated parking place. In no event shall any person at any time cause any vehicle to cross, stop, stand or park on any marking placed on such facility for the purpose of designating the limits of individual parking spaces. No person shall drive or otherwise move a vehicle in a direction of travel contrary to posted signs or pavement markings.

**Sec. 21.28. Manner of Parking.**

- (1) No person shall at any time park any motor vehicle in any designated parking place in a City off-street parking facility in such a manner that the rear of such vehicle shall extend more than twenty (20) feet from the curb, mark or sign designating the front line of such parking space.
- (2) No person shall at any time park any motor vehicle in any designated parking place in a City off-street parking facility with the result that the front of the vehicle faces the driving lane, except under the direction of a police officer, community service officer, or parking enforcement specialist responsible for the directing of vehicles into parking spaces in or upon parking facilities of the City of Inverness.
- (3) No person shall at any time park any motor vehicle in a City off-street parking facility in such a manner as to block, obstruct, or impair the flow of traffic through the off-street parking facility.

**Sec. 21.29. Backing.**

The driver of a vehicle in a City parking facility shall not back such vehicle over any crosswalk or at any place against the current of traffic except to back out of an angle or perpendicular parking space or into a parallel parking space designated in such facility.

**Sec. 21.30. Applicability of General Traffic Ordinances and State Statutes.**

The driver of any vehicle on a City off-street parking facility shall at all times be subject to all traffic regulations and ordinances of the City and also subject to the Florida Uniform Traffic Control Law, as if such facility were a City street, and all ordinances or parts of ordinances in conflict with the provisions of this division shall be inapplicable only to the regulation of such parking facilities.

**Sec. 21.31. Permit Parking.**

Where appropriate signs are erected giving notice thereof, it shall be unlawful to park, stop, or stand a vehicle in a place designated for parking by permit only, unless such vehicle has a permit issued by the City Manager or his designee.

**Sec. 21.32. Liability for Payment of Parking Ticket Violations.**

Under authority of Florida Statutes ch. 316, the owner of a vehicle is responsible and liable for payment of any parking violation under this Chapter unless the owner can furnish evidence that the vehicle was, at the time of the parking violation, in the care, custody, or control of another person. In such instances, the owner of the vehicle is required, within a reasonable time after notification of the parking violation, to furnish to the City Manager or his designated assistant, the name and address of the person or company who leased, rented, or otherwise had the care, custody, or control of the vehicle. The owner of a vehicle is not responsible for parking violations if the vehicle involved was, at the time, stolen or in the care, custody, or control of some person who did not have permission of the owner to use the vehicle. Prima facie evidence that the vehicle involved was, at the time, stolen or in the care, custody, or control of some person who did not have permission of the owner to use the vehicle, shall be in the form of a report from the appropriate law enforcement official that the said vehicle was not under the care, custody, or control of the owner of the vehicle.

**Sec. 21.33. Permit Parking Areas, Permits and Cards.**

- (1) The City Manager is hereby authorized to designate areas in City off-street parking facilities for parking by permit only and to issue parking permits and cards or to designate such off-street parking facilities as temporarily available only to specified vehicles which shall entitle the holder or designee thereof to park authorized motor vehicles bearing such a permit or card in such designated areas on a non-exclusive basis.
- (2) The City Manager is hereby authorized to establish rules and regulations governing such designated permit areas and the use thereof.
- (3) The City Manager is hereby authorized to establish various parking permit programs for parking at off-street parking facilities which may include, but not be limited to, monthly permits, annual permits, group permits, and such other special classes of permits as the City Manager may from time to time deem appropriate. The City Manager is also hereby authorized to issue parking permits and cards which shall entitle the holder thereof to park authorized motor vehicles bearing such permit or card in such off-street parking facilities as allowed by the particular permit program.
- (4) The City Manager is further authorized to establish rules and regulations governing the issuance of such permits and cards and the use thereof.

**Sec. 21.34. Reserved**

## Agenda Memorandum – *City of Inverness*

September 11, 2014

**TO:** Elected Officials  
**FROM:** City Manager (Prepared by Eric Williams)  
**SUBJECT:** 2015 Sanitation Rate Modifications - Resolution  
**CC:** City Clerk  
**Enclosure:** Resolution for Sanitation Rate Modification  
2015 Sanitation Rate Schedule

---

The City of Inverness has developed an excellent solid waste program that includes yard waste, bulk items and single stream recycling for residents. Rates are annually adjusted by contracts for all facets of the program. The City must additionally manage (adjust) rates for the shared dumpster program. See Attachment A.

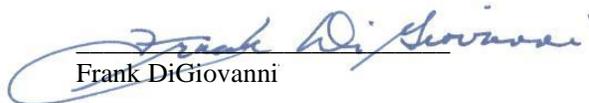
The City's Residential and Commercial Rates for Collection shown in the enclosed proposed annual rate sheet (Attachment A) and Fiscal Year 2014/15 Customer Rate Schedule have been adjusted corresponding to the change in the Consumer Price Index and in accordance with the Franchise Agreement.

The Shared Dumpster Program Sanitation Rates have been modified to reflect the collection and disposal and operational costs of the facility. Once approved, the rate structure for the 2014/15 Fiscal Year, will become effective October 1, 2014.

### ***Recommended Action***

1. Motion, second and vote to read the Resolution by title only
  - a. Clerk reads title
2. To proceed, motion and second to adopt the Resolution to adopt the proposed commercial sanitation annual rate structure by roll-call.

If you wish to discuss this further, please contact me at your convenience.

  
Frank DiGiovanni

**RESOLUTION 2014-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, ADOPTING THE 2014/15 COMMERCIAL SANITATION RATES AND AMENDING THE RATE SECTION, ATTACHMENT A, TO THE FRANCHISE AGREEMENT BETWEEN THE CITY AND WASTE MANAGEMENT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the sanitation franchise agreement between the City of Inverness and Waste Management allows for an annual rate adjustment in Article IV section 10.21; and

**WHEREAS**, Waste Management has submitted proposed 2015 rate adjustments which meet the terms of the agreement; and

**WHEREAS**, the City of Inverness wishes to update the Fiscal Year 2015 sanitation rates to reflect these rate adjustments and adjustments to the Downtown Shared Commercial Sanitation base rates; and

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Inverness, that:

1. The City Council hereby approves the modified sanitation collection rate schedule shown in Attachment A, and authorizes the City Manager to implement the changes and execute the contract amendment with Waste Management.

2. The City Council hereby adopts the Fiscal Year 2015 Commercial Sanitation Rate Schedule.

3. This resolution shall be effective on the 1<sup>st</sup> day of October, 2014.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF SEPTEMBER, 2014.

CITY OF INVERNESS

BY: \_\_\_\_\_  
Ken Hinkle  
City Council President

ATTEST:

\_\_\_\_\_  
Deborah Davis  
City Clerk

## City of Inverness Residential/Commercial Rates

City Performs all Billing. WM Pays no Disposal

**Effective Dates: (10/01/14-9/30/15)**

Residential Rate \$ 7.98 per month		
Container Size	Freq	Collection Rate
2 Yard	1X	\$ 46.28
	2X	\$ 92.57
	3X	\$ 138.85
	4X	\$ 185.13
	5X	\$ 231.39
	6X	\$ 277.71
3 Yard	1X	\$ 69.42
	2X	\$ 138.85
	3X	\$ 208.29
	4X	\$ 277.71
	5X	\$ 347.12
	6X	\$ 416.56
4 Yard	1X	\$ 92.57
	2X	\$ 185.13
	3X	\$ 277.71
	4X	\$ 370.27
	5X	\$ 462.82
	6X	\$ 555.40
6 Yard	1X	\$ 138.87
	2X	\$ 277.71
	3X	\$ 416.56
	4X	\$ 555.40
	5X	\$ 694.28
	6X	\$ 833.09
8 Yard	1X	\$ 185.13
	2X	\$ 370.27
	3X	\$ 555.40
	4X	\$ 740.55
	5X	\$ 925.70
	6X	\$ 1,110.81

## City of Inverness Residential/Commercial Rates

City Performs all Billing. WM Pays no Disposal

Extra Dumps:	Collection Rate
2 Yard	\$ 38.86
3 Yard	\$ 53.52
4 Yard	\$ 63.51
6 Yard	\$ 88.17
8 Yard	\$ 112.83

### Monthly Small Commercial Container (Cart) Rates

	# of 96 gallon containers	Frequency (per week)	Weekly Volume (yards)	Collection Cost
Cart Rates 2x/Wk	1	2	0.95	\$19.46
	2	2	1.90	\$38.93
	3	2	2.85	\$58.39

### Monthly Small Multi-Dwelling Commercial Container Rates \*

	# of 96 gallon containers	Frequency (per week)	Weekly Volume (yards)	Collection Cost
Cart Rates 1x/Wk	1	1	0.48	\$9.73
	2	1	0.95	\$19.46
	3	1	1.43	\$29.20

\*Rate includes one day per week garbage service plus Wednesday recycling service.

Each 96 gallon cart will be delivered with one 64 gallon recycling cart for multi-dwelling residential use.

Use of rate by City approval only when approved deviation from standard is determined to be appropriate.

Yard waste (for yard debris not created by a landscaping service) and bulk waste services shall be provided.

### Monthly Downtown Shared Dumpster Rates

Business Classification	Collection Cost
Office and Retail	\$10.93
Additional Office and Retail	\$2.73
Restaurants 1-49 chairs	\$31.84
Restaurants 50-99 chairs	\$63.29
Restaurants over 100 chairs	\$126.20

### City of Inverness 2014/2015 Commercial Sanitation Rate Comparison

Container Size	Freq	Collection Rate	Franchise Fee	Disposal Fee	Service Fee	Total Monthly Fee 2015	Total Monthly Fee 2014
2 Yard	1X	\$ 46.28	\$ 4.63	\$ 9.35	\$2.00	\$ 62.26	\$ 61.48
	2X	\$ 92.57	\$ 9.26	\$ 18.71	\$2.00	\$ 122.54	\$ 120.96
	3X	\$ 138.85	\$ 13.89	\$ 28.06	\$2.00	\$ 182.80	\$ 180.44
	4X	\$ 185.13	\$ 18.51	\$ 37.41	\$2.00	\$ 243.05	\$ 239.91
	5X	\$ 231.39	\$ 23.14	\$ 46.77	\$2.00	\$ 303.30	\$ 299.37
	6X	\$ 277.71	\$ 27.77	\$ 56.12	\$2.00	\$ 363.60	\$ 358.88
3 Yard	1X	\$ 69.42	\$ 6.94	\$ 14.03	\$2.00	\$ 92.40	\$ 91.22
	2X	\$ 138.85	\$ 13.89	\$ 28.06	\$2.00	\$ 182.80	\$ 180.44
	3X	\$ 208.29	\$ 20.83	\$ 42.09	\$2.00	\$ 273.21	\$ 269.67
	4X	\$ 277.71	\$ 27.77	\$ 56.12	\$2.00	\$ 363.60	\$ 358.88
	5X	\$ 347.12	\$ 34.71	\$ 70.15	\$2.00	\$ 453.98	\$ 448.09
	6X	\$ 416.56	\$ 41.66	\$ 84.18	\$2.00	\$ 544.40	\$ 537.32
4 Yard	1X	\$ 92.57	\$ 9.26	\$ 18.71	\$2.00	\$ 122.54	\$ 120.96
	2X	\$ 185.13	\$ 18.51	\$ 37.41	\$2.00	\$ 243.05	\$ 239.91
	3X	\$ 277.71	\$ 27.77	\$ 56.12	\$2.00	\$ 363.60	\$ 358.88
	4X	\$ 370.27	\$ 37.03	\$ 74.81	\$2.00	\$ 484.11	\$ 477.82
	5X	\$ 462.82	\$ 46.28	\$ 93.53	\$2.00	\$ 604.63	\$ 596.78
	6X	\$ 555.40	\$ 55.54	\$ 112.24	\$2.00	\$ 725.18	\$ 715.75
6 Yard	1X	\$ 138.87	\$ 13.89	\$ 28.06	\$2.00	\$ 182.82	\$ 180.46
	2X	\$ 277.71	\$ 27.77	\$ 56.12	\$2.00	\$ 363.60	\$ 358.88
	3X	\$ 416.56	\$ 41.66	\$ 84.18	\$2.00	\$ 544.40	\$ 537.32
	4X	\$ 555.40	\$ 55.54	\$ 112.24	\$2.00	\$ 725.18	\$ 715.75
	5X	\$ 694.28	\$ 69.43	\$ 140.28	\$2.00	\$ 905.99	\$ 894.20
	6X	\$ 833.09	\$ 83.31	\$ 168.35	\$2.00	\$ 1,086.75	\$ 1,072.60
8 Yard	1X	\$ 185.13	\$ 18.51	\$ 37.41	\$2.00	\$ 243.05	\$ 239.91
	2X	\$ 370.27	\$ 37.03	\$ 74.81	\$2.00	\$ 484.11	\$ 477.82
	3X	\$ 555.40	\$ 55.54	\$ 112.24	\$2.00	\$ 725.18	\$ 715.75
	4X	\$ 740.55	\$ 74.06	\$ 149.65	\$2.00	\$ 966.26	\$ 953.68
	5X	\$ 925.70	\$ 92.57	\$ 187.05	\$2.00	\$ 1,207.32	\$ 1,191.60
	6X	\$ 1,110.81	\$ 111.08	\$ 224.46	\$2.00	\$ 1,448.35	\$ 1,429.49

Extra Dumps:	Collection Rate	Franchise Fee	Disposal Fee	Service Fee	Total Monthly Fee 2015	Total Monthly Fee 2014
2 Yard	\$ 38.86	\$ 3.89	\$ 2.16	\$2.00	\$ 46.91	\$ 46.25
3 Yard	\$ 53.52	\$ 5.35	\$ 3.24	\$2.00	\$ 64.11	\$ 63.20
4 Yard	\$ 63.51	\$ 6.35	\$ 4.32	\$2.00	\$ 76.18	\$ 75.10
6 Yard	\$ 88.17	\$ 8.82	\$ 6.48	\$2.00	\$ 105.47	\$ 103.97
8 Yard	\$ 112.83	\$ 11.28	\$ 8.64	\$2.00	\$ 134.76	\$ 132.84

#### Monthly Small Commercial Container (Cart) Rates

	# of 96 gallon containers	Frequency (per week)	Weekly Volume (yards)	Collection Cost	Disposal Fee	Franchise	Acct Service Fee	Total 2015
Cart Rates 2x/Wk	1	2	0.95	\$19.46	\$2.98	\$1.95	\$2.00	\$26.39
	2	2	1.90	\$38.93	\$5.95	\$3.89	\$2.00	\$50.77
	3	2	2.85	\$58.39	\$8.93	\$5.84	\$2.00	\$75.16

**City of Inverness Commercial Sanitation Rates (pg 2)**  
**Effective Dates: (10/01/14-9/30/15)**

**Monthly Small Multi-Dwelling Commercial Container Rates \***

	# of 96 gallon containers	Frequency (per week)	Weekly Volume (yards)	Collection Cost	Disposal Fee	Franchise	Acct Service Fee	Total 2015
Cart Rates 1x/Wk	1	1	0.48	\$9.73	\$1.49	\$0.97	\$2.00	\$14.19
	2	1	0.95	\$19.46	\$2.98	\$1.95	\$2.00	\$26.39
	3	1	1.43	\$29.20	\$4.46	\$2.92	\$2.00	\$38.58

\*Rate includes one day per week garbage service plus Wednesday recycling service.

Each 96 gallon cart will be delivered with one 64 gallon recycling cart for multi-dwelling residential use.

Use of rate by City approval only when approved deviation from standard is determined to be appropriate.

Yard waste (for yard debris not created by a landscaping service) and bulk waste services shall be provided.

Accounts requesting less than one cart per unit must be approval by City and are subject to reevaluation as needed.

**Monthly Downtown Shared Compactor Rates**

Business Classification	Base Fee	Collection Cost	Franchise Fee	Disposal Fee	Account Service Fee	Total Monthly Cost 2015	Total Monthly Cost 2014
Office and Retail	\$10.65	\$10.93	\$1.09	\$2.24	\$2.00	\$26.91	\$19.29
Additional Office and Retail	\$2.66	\$2.73	\$0.27	\$0.57	\$2.00	\$8.24	\$6.33
Restaurants 1-49 chairs	\$31.02	\$31.84	\$3.18	\$6.54	\$2.00	\$74.59	\$52.38
Restaurants 50-99 chairs	\$61.66	\$63.29	\$6.33	\$13.01	\$2.00	\$146.29	\$102.13
Restaurants over 100 chairs	\$122.95	\$126.20	\$12.62	\$25.93	\$2.00	\$289.70	\$201.66

Business Classification	# mapped Customers	Base Fee	Collection Cost	Franchise Fee	Disposal Fee	Account Service Fee	Total Monthly Cost	Current Monthly Charge
Office and Retail	24	\$10.65	\$10.93	\$1.09	\$2.24	\$2.00	\$26.91	\$19.29
Additional Office and Retail	1	\$2.66	\$2.73	\$0.27	\$0.57	\$2.00	\$8.23	\$6.33
Restaurants 1-49 chairs	5	\$31.02	\$31.84	\$3.18	\$6.54	\$2.00	\$74.58	\$52.38
Restaurants 50-99 chairs	0	\$61.66	\$63.29	\$6.33	\$13.01	\$2.00	\$146.29	\$102.13
Restaurants over 100 chairs	2	\$122.95	\$126.20	\$12.62	\$25.93	\$2.00	\$289.70	\$201.66

**DETERMINATION OF BASE FEE FOR MAINTENANCE OF DUMPSTER AREA**

	cost (\$)	frequency (months)	Monthly amount
seal/resurface parking lot	4000.00	120.00	33.33
Maintenance to Enclosures	5000.00	120.00	41.67
maintenance of asphalt, fence, area (annual)	1000.00	12.00	83.33
camera system	2500.00	120.00	20.83
Compactor Lease (2)			430.00
Land Lease			50.00
Monthly TOTAL (perpetual)			659.17

## Agenda Memorandum – *City of Inverness*

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**DATE:** September 10, 2014

**ISSUE:** VETERAN'S DAY PARADE FDOT APPROVAL CONFIRMATION BY CITY

**FROM:** City Clerk

**CC:** City Manager

**ATTACHED:** Letter by Veteran's Appreciation Week Committee; Received August 20, 2014  
FDOT Application for Temporary Road Closure

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Please reference attachments for additional information.

Steps are being taken for the City of Inverness to accommodate the Veteran's Day Parade on Tuesday, November 11<sup>th</sup>. Staging for the parade will commence at 8:30am at Citrus High School, with a scheduled start time of 10:00am. The program will conclude at the Historic Courthouse Square. While arrangements follow past procedures, we are reminded of a procedure by FDOT to the approval process.

As the local government, the City of Inverness must include a copy of the minutes from a meeting of the governing board, where City Council approved the City's hosting of the event. Even though the application includes the signature of the City Manager and Sheriff, FDOT is steadfast with the element of this regulation.

***Recommended Action:***

To meet the criteria of FDOT, it is recommended that City Council motion and vote to authorize that the City host and accommodate the parade on November 11, 2014, on the FDOT roadway Highway 41/44 through town, and accordingly support a temporary closure of the road for this purpose.

Once approved, related paperwork will be sent to FDOT for final action.

Thank you.



---

Deborah Davis

Veteranparadcover14

TWENTY-SECOND ANNUAL CITRUS COUNTY  
*Veterans Appreciation Week*  
October 25 - November 16, 2014



Date: July 12, 2014

Received  
8/20/14

MEMO: To Mr. Frank DiGiovanni, Inverness City Manager.

FROM: Chris G. Gregoriou, Chairman, Veterans Appreciation Week,  
Ad Hoc Committee.

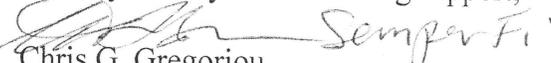
SUBJECT: Instruction for Processing Request for Temporary Closing/  
Special use of State Road.

Please have yourself and Sheriff Dawsy sign all four copies of the complete  
FDOT "Request for Temporary Closing/Special Use of State Road" form,  
which are enclosed to the letter addressed to Mr. Harold Miller, Jorgensen  
Contract Services.

Upon City Council approval of the event and the signing of all four copies of  
the Completed FDOT "Request for Temporary Closing/Special Use of State  
Road" form by yourself and Sheriff Dawsy, please forward the letter and  
enclosures plus a copy of the portion of the Inverness City Council meeting  
minutes in which the council members approve the event to Mr. Miller.

If you have any questions, please contact Chris Gregoriou, parade  
coordinator, by phone at: 352-795-7000 or e mail, [allprestige@yahoo.com](mailto:allprestige@yahoo.com).

Thank you for your continuing support,

  
Chris G. Gregoriou

Enclosures

*"Honoring Our Greatest Generation: World War II Veterans"*

REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD

FORM 350-041-  
MAINTENANCE - 02  
Page 1 of 1

INSTRUCTIONS: OBTAIN SIGNATURES OF LOCAL LAW ENFORCEMENT AND CITY/COUNTY OFFICIALS PRIOR TO SUBMITTING TO DEPARTMENT OF TRANSPORTATION. ATTACH ANY NECESSARY MAPS OR SUPPORTING DOCUMENTS.

NAME OF ORGANIZATION Citrus Publishing, Inc.		PERSON IN CHARGE <i>Melanie Stevens</i>	DATE <i>07-12-2014</i>
ADDRESS OF ORGANIZATION <i>1624 N. Meadowcrest Blvd., Crystal River, FL 34429</i>			TELEPHONE NUMBER <i>352-503-0303</i>
TITLE OF EVENT Veteran's Day Parade			
DATE OF EVENT <i>11-11-14</i>	STARTING TIME OF EVENT 10:00 a.m.	DURATION OF EVENT (APPROX) 1 hour	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC.) 9:30 a.m.
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC. - INCLUDE MAPS) Proceed east from Citrus H.S. parking lot vicinity of Cherry Ave. along W. Main St. (State Hwy. 44/US Hwy 41) to N. Pine Ave. Turn north onto N. Pine Ave. Turn east onto Courthouse Sq. and proceed to release point at Martin Luther King Ave.			
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES - INCLUDE MAPS) From the intersection of W. Main St. (US Hwy 41/State Hwy. 44) and S. Park Ave. proceed south to Highland Blvd. Turn west onto Highland Blvd. to S. Montgomery Ave. to State Hwy. 44.			
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC. (CITY POLICE, SHERIFFS DEPT., FLORIDA HWY. PATROL, ETC.) (INCLUDE PRECINCT NO.) <i>Citrus County Sheriff's Office</i>			
SPECIAL CONDITIONS			
THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING <i>N/A</i>			
LICENSED PYROTECHNICS OPERATOR _____ LICENSE NO. _____			
APPROVAL OF LOCAL FIRE DEPARTMENT _____			
LIABILITY INSURANCE CARRIER _____ POLICY EFFECTIVE DATE _____			
COVERAGE AMOUNT _____ (\$1,000,000 MINIMUM)			
LENGTH OF COVERAGE _____ DAYS			
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____			
ADDITIONAL LIABILITY INSURANCE AMOUNT _____ (\$5,000,000 MINIMUM)			
TYPED NAME AND TITLE (INCLUDE BADGE NO IF APPROPRIATE) <i>Jeffery T. Dawsey, Sheriff</i>		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY <i>[Signature]</i>	DATE SIGNED <i>8-19-14</i>
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL Frank DiGiovanni, City Manager		SIGNATURE OF CITY/COUNTY OFFICIAL <i>[Signature]</i>	DATE SIGNED

AUTHORITIES: CHAPTER 14-65, FLORIDA ADMINISTRATIVE CODE; RULES OF THE DEPARTMENT OF TRANSPORTATION - TEMPORARY CLOSING AND SPECIAL USE OF STATE ROADS. SECTIONS 337.406(1), 496.06 AND 316.008, FLORIDA STATUTES.



## Agenda Memorandum – *City of Inverness*

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**DATE:** September 12, 2014  
**ISSUE:** City Manager Service Agreement  
**FROM:** City Manager  
**CC:** City Clerk  
**ATTACHED:** N/A

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This may be difficult to believe, but due to workload the proposed newly structured employment agreement between City Council of the City of Inverness and Frank DiGiovanni is not ready for distribution. The goal will be to finalize an instrument by late Monday that will be shared for discussion on Tuesday as part of the meeting agenda.

I apologize for the unavoidable inconvenience.

***Recommended Action –***

Provided terms and conditions are mutually acceptable, City Council will be required to motion, second and vote to approve the presented Agreement for City Manager Services and authorize the Council President to execute the document.

  
Frank DiGiovanni

Administrative Offices  
212 West Main Street, Inverness Florida 34450  
[www.Inverness-FL.gov](http://www.Inverness-FL.gov)