

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
December 2, 2014 - 5:30 PM**

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.

ENCLOSURES*

- 1) SWEARING IN OF ELECTED OFFICIALS**
- 2) INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL**
- 3) PLEASE SILENCE ELECTRONIC DEVICES**
- 4) ACCEPTANCE OF AGENDA**
- 5) PUBLIC HEARINGS**
- 6) 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.
- 7) PRE-SCHEDULED PUBLIC APPEARANCES**
- 8) MAYOR'S LOCAL ACHIEVEMENT AWARDS**

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
December 2, 2014 - 5:30 PM**

9) CITY ATTORNEY REPORT

10) CONSENT AGENDA

4 a) Bill Listing *

Recommendation - Approval

5 - 10 b) Council Minutes - 11/18/2014*

Recommendation - Approval

11 - 13 c) Cemetery Lot Repurchase - Lot 316, Blk. C, 64th Addition*

11) CITY MANAGER'S REPORT Correspondence/Reports/Recommendations

14 - 16 a) CBA Ratification*

17 - 28 b) Valerie Theatre/Duke Energy Easement*

29 - 77 c) State of Florida Cultural Facility Grant Contract - Valerie Theatre*

78 - 79 d) WRPC - Representative Appointment*

80 - 85 e) Whispering Pines Park Fee Updates - Pool & Rentals*

86 - 89 f) Economic Development Council (EDC) Correspondence*

g) Other

12) COUNCIL/MAYOR SUBJECTS

13) NON-SCHEDULED PUBLIC COMMENT

14) ADJOURNMENT

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
December 2, 2014 - 5:30 PM**

a)

DATES TO REMEMBER

Inverness Farmers Market

Saturday, December 6, 2014 from 9:00am - 1:00pm

Inverness Government Center City Square

Jingle Bell Run 5K and 1 Mile Walk

Saturday, December 13, 2014 @ 11:30am

Wallace Brooks Park

Inverness Christmas Parade

Saturday, December 13, 2014 @ 12:00 Noon

Inverness Main Street

Santa Cinema Double Feature - Frosty & Polar Express

Saturday, December 13, 2014 @ 5:00pm

Citrus County Historic Courthouse

Inverness City Council Regular Meeting

Tuesday, December 16, 2014 @ 5:30pm

Inverness Government Center

11/24/2014 10:01

|CITY OF INVERNESS

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 12/03/14
			TOTALS FOR MATTHEW ALCORN		100.00
			TOTALS FOR BLACKFLOW SOLUTIONS, INC.		495.00
			TOTALS FOR CITRUS COUNTY CHRONICLE		2,890.00
			TOTALS FOR CITRUS COUNTY UTILITIES		31.11
			TOTALS FOR COMMERCIAL ENERGY SPECIALISTS		100.00
			TOTALS FOR DUMONT COMPANY INC		210.00
			TOTALS FOR FLORIDA SWIMMING INC		300.00
			TOTALS FOR PIGEON-ROBERTS & ASSOCIATES, LLC		2,350.00
			TOTALS FOR UB REFUND		282.90
			TOTALS FOR UNIFIRST CORPORATION		15.84
			REPORT TOTALS		6,774.85

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

November 18th, 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, Finance Director Chiodo, Woodard & Curran Director Regina 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

Council President Hinkle advised that several additional items needed to be added to the Acceptance of Agenda, being the FDOT-Perpetual Agreement – Cooter Pond Resolution and Parking Ordinance Public Hearing to accept memo as an action item, and Cecil Everett's letter read into the minutes.

Councilwoman Hepfer motioned to accept the Agenda with the additional items as presented. Seconded by Councilman Ryan. The motioned carried.

PUBLIC HEARINGS

4)a) Parking Ordinance 2014-207 – Final Reading (Continued to Council meeting on 12/02/14) City Manager DiGiovanni spoke to city code regarding the parking ordinance and changes made through the years regarding rules and regulations and fines and penalties being in two separate articles. Time is needed to align the two sections together and deal with both sections so that the penalties reflect the proper section. It is recommended that City Council take action to cancel the advertised public hearing and direct the City Manager to return with a code that is modified and aligned accordingly. **Councilwoman Hepfer motioned to cancel the Public Hearing and direct the City Manager to return newly aligned ordinance sections for presentation after the new year. Seconded by Councilwoman Bega. Motion carried.**

4)b) Land Procurement Ordinance Repeal – Final Reading was addressed by City Manager DiGiovanni who advised that this was duly advertised for Council to receive public comment regarding the repeal of Ordinance 2014-705. **Councilman McBride motioned to have the Clerk read Ordinance 2014-708 by title only. Seconded by Councilwoman Bega. The motion carried.**

ORDINANCE NO. 2014 - 708

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 REPEAL OF ORDINANCE NO. 2014-705; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND, PROVIDING FOR AN EFFECTIVE DATE.

The Public Hearing was opened and no one spoke for or against the Ordinance. The Public Hearing was closed.

Councilman McBride motioned to adopt Ordinance 2014-708 on the second and final reading by roll call vote. Seconded by Councilwoman Hepfer. 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

Council President Hinkle read into the minutes a letter submitted by Inverness Business owner Cecil Everett.

City council members and fellow business owners:

As I am sure you are all aware the Inverness City Council will be addressing the perceived parking dilemma that exists in the downtown area next Tuesday.

Let me say that Frank and his staff have done MANY wonderful things for the city of Inverness. Especially recently with the visitors bureau addition and the activities it and Sharon bring downtown. I have operated Coach's pub and eatery for 23 years and to the best of my knowledge I am the longest tenured business owner downtown and probably have a pretty good feel for the parking situation. I feel that more regulations in regards to parking are an over reach and are likely to make matters worse for downtown business owners.

There are many factors that effect downtown parking and some apparent concerns as well and I would like to address a few of them.

- 1) Parking spot musical chairs- It is true that people do move their vehicles around to avoid the \$30 parking ticket that overtime parking results in. However many of those people are business owners like myself who need to be able to park near our business and have the ability to come and go as needed to get supplies and conduct business. City employees once parked in the city lot on Pine Street. It is a remote lot and a bit of a walk to the city hall building but typically is unused. City employees have since been issued parking passes that grant them an exemption from current parking regulations allowing them to park closer to city hall for the entire day. Business owners like myself who work hard to keep downtown thriving are not granted any such exemption and are often ticketed excessively.
- 2) Parking on sidewalks and driveways- I for one think this perceived problem is directly related to the driveway that Tim Channel owns behind his business, Stumpknockers. Yes, myself and Stumpknockers employees and management do from time to time park in the driveway area that is street side of the sidewalk. Typically this is for loading and unloading. Other than that I rarely see any issue with people parking downtown in driveways or on sidewalks.
- 3) Periods of need- Parking does need to be enforced in a stricter manner Monday- Friday from 11AM until around 3 PM as needed. However my tires are often marked by parking enforcement as early as 8 am when the downtown parking area is nearly empty. In my mind it is real simple, enforce the current ordinance when the lots are full. If the parking enforcement officer sees plenty of spaces open he or she should just keep driving and not waste time marking tires. \$30 parking tickets that are really not warranted scare people away from downtown. Why risk going downtown to see an attorney, get a haircut or grab a bite to eat when the end result may be a \$30 parking ticket? I get the feeling that under new parking ordinances

even steeper fines will be levied. In a recent Chronicle story Frank was quoted as saying that in 1900 the fine was \$100. I am sure that was adjusted for inflation but what is the point? Steeper fines will cost business! For the common man \$30 is a lot of money!

4) Government impact- Both the city and county government have a huge impact on downtown parking! Both have grown their facilities and never really addressed the need for parking to grow along with their growth. Many people come downtown to conduct government business and the parking for such is woefully inadequate. The county especially has a major impact and they need to address this by building additional parking adjacent to the courthouse. How can we with a clear conscience tell someone they must come downtown to conduct court business and then ticket them because the court does not have adequate parking?

5) Implementation of the new ordinance- If I am reading the proposed ordinance correctly the city manager or his appointee will control implementation and enforcement of the new parking ordinance. This would bypass the proper flow of the city government giving this or any subsequent city manager control over city parking.

6) Enforcement of the new ordinance- Based on what I have read or been told the new ordinance will give the city manager or his appointee the ability to create multiple parking zones within the city each zone having a different time frame for parking. This alone would be an enforcement logistical nightmare. It seems that the goal is to create areas where parking in excess of 2 hours in totality on any given day is illegal and thus eliminating the parking lot musical chairs. In other words in certain zones if I park for more than two hours during any given day that is a violation no matter how much I come and go. If these zones were not set up properly it could be the death of many downtown businesses who solely rely on daytime traffic to survive. Businesses like realtors, lawyers, hair parlors, photographers, bankers, book keepers and many more who do not have night time customers like myself and Stumpknockers.

As I have said many times this city is blessed to have Frank and his staff. They have done wonderful things for us all but on this issue, based on my 23 years of conducting business downtown there is no need for any parking reform, especially reform that further penalizes business owners and customers. What we really need is a common sense approach to the current ordinance. Enforce it when needed ignore it when it is not. It would also help if the county would allocate some funds to build more parking for the courthouse area. God knows they waste money on many things that are not nearly as important! There is downtown land for sale that would be adequate for this very use.

We have come a long way! When my friend Tom Densmore and I first started Coach's in 1991 people said we were crazy for wanting to be downtown. It was an eye sore of an area that like many downtowns around America had been left behind for shopping centers and malls. But we believed different! I have seen a lot of changes and nearly all of them for the good! That is something all of us can be proud of!

Thank you for your time,
Cecil Everett
Coach's Pub and Eatery

SCHEDULED APPEARANCES

Commissioner Ron Kitchen of Homosassa and new County Commissioner, stated every resident of Inverness and Crystal River are full paying county residents. He expressed how much they look forward to working with the cities and moving forward.

Commissioner Scott Carnahan newly elected County Commissioner District 4, and he also is looking forward to working with the City and getting back on track regarding interlocal agreements.

MAYOR'S LOCAL ACHIEVEMENT AWARDS

Mayor Plaisted presented Joseph Foster, Public Relations Manager from Hospice of Citrus, a Proclamation for "National Hospice and Palliative Care Month".

CITY ATTORNEY REPORT

None

CONSENT AGENDA

Councilwoman Bega motioned to accept the Consent Agenda. Seconded by Councilwoman Hepfer. The motion carried.

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 11/05/14*
 - Recommendation – Approval
- c) Proclamation – “Movember”*
 - Recommendation – Approval

CITY MANAGER’S REPORT

FDOT-Perpetual Agreement – Cooter Pond Resolution item which was accepted onto this agenda, was addressed by City Manager DiGiovanni. FDOT is moving to address the resurfacing project through downtown Inverness. DOT will also address deficiencies that may exist in the roadway. A number of electronic components are being installed, bicycle pathway striping and identification, and stormwater issues. One of the stormwater issues is located at the intersection of Apopka and 41/44. A project has been designed to better manage that water. The City is being asked to provide a perpetual easement which will involve a portion of Cooter Pond Park to move the water into the pond itself. The city also spoke with DOT regarding the poor conditions and overgrowth of the DRA at the corner of 44 E. where it merges with 41/44. It was noted that would be no cost to the city. Mayor Plaisted spoke to the chain-link fence, and possibility of having it changed to black for esthetic looking fence.

A motion was made to read the Resolution by title only, and it was noted that there was no title formatted with the Resolution outlined by the State, and it was recommended to adopt the resolution and an action following adoption of the resolution.

Councilman Ryan motioned to adopt the Resolution 2014-27 and authorize the Council President to execute all documents for the City to issue a Perpetual Easement for this draining project. Seconded by Councilwoman Hepfer. The motion carried unanimously.

10)a) Budget Reconciliations – Resolution was addressed by City Manager DiGiovanni who advised how this pertains to the 2014 adopted budget and reconciliations to address items to maintain general ledger accountability. The three items involved are: **1) ICRA-TIF (Tax Increment Finance) Revenue Projected Shortfall, of \$2,074; 2) Utility Reclaimed Water Usage; 3) Utility Reclaimed Water Construction Credits to the Inverness Golf and Country Club.** An enabling Resolution has been prepared for Council adoption.

Councilman McBride motioned to have City Clerk Davis read the Resolution 2014-26 by title only. Seconded by Councilwoman Hepfer. The motion carried.

RESOLUTION 2014-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA AMENDING THE ADOPTED BUDGET FOR THE FISCAL YEAR

COMMENCING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014, AMENDING THE GENERAL FUND, INVERNESS COMMUNITY REDEVELOPMENT AGENCY FUND AND THE UTILITY FUND.

Councilwoman Hepfer motioned to adopt Resolution 2014-26 by roll call vote. Seconded by Councilman McBride. Roll call vote was as follows: Councilman Ryan, yes; Councilwoman Bega, yes; Councilman McBride, yes; Councilwoman Hepfer, yes; President Hinkle, yes. The motion carried.

10) c) Employee Compensation

City Manager DiGiovanni explained the fiscal turbulence the City has experience over the past 8 years, and with the City operating with a low number of employees, it is important that we reward those doing the job with the respect they have earned. The recommendation is that Council considers \$1,000 increase across the board to one's base pay. There is a caveat that we cannot get around, which is Council action is only able to take place by those not covered by the collective bargaining agreement. The Union has not provided to us the legal statement of representation that they presented the contract terms and conditions, to include the pay adjustment to the rank and file. The question now is do we wait or proceed. This was recommended to the Union October 1st. We hope to hear from the Union so that at the next meeting of City Council to present a ratified agreement so Council can ratify the agreement.

Councilman Ryan stated this shows appreciation of staff by the City Council to the employees.

Councilman McBride stated this is a good first step and it has been a long time and the City works by people getting the job done. He hoped the Union would get in gear because we want to give everyone a great Christmas.

Councilwoman Hepfer agreed and also wants the Union people to get their money.

Councilwoman Bega stated the raises are very well deserved and needed.

Mayor Plaisted stated we want to leave the city in a better place and we need to leave our city employees in a better place.

Council President Hinkle noted we have an excellent staff dedicating a lot of hours and they believe in the city and vision.

Councilwoman Hepfer motioned to issue an employee pay adjustment in the amount of \$1,000 across the board and approve the enclosed budget transfer and allocation sheets to move contingency funds to personnel expenses. Seconded by Councilman Ryan. The motion carried.

City Manager DiGiovanni additionally reported on the following:

- Spoke to an artist rendering of the grounds of the Historic Courthouse War Memorial Monuments. This was an agreement in the 9-point agreement with County government, and once the 9-point agreement is approved the City will be there. He encourages that the area they wish to relocate to be moved to another location at the corner by the traffic light at Hwy 44 and Apopka. He noted the stairs of the courthouse where they wish to relocate the memorials is the stage area for the Veterans Day Parade

Ceremony. Also noted Clark Stillwell is very instrumental in helping to move this along and this will be a nice addition to courthouse.

- Valerie Theatre building project is moving along nicely. The foundation for stage has been poured, the floor is poured, and underground wiring and plumbing is in place. Exterior walls are in place and new brick is partially in place. After the Thanksgiving Holiday, the sidewalk area will be constructed and there will be some inconvenience. We will meet with the businesses and plan traffic mobility. This project is on track for completion in April, but the grand opening may be the early part of June for the reopening of the Theatre.

COUNCIL/MAYOR SUBJECTS

Mayor Plaisted spoke of an exciting November. The Veterans Parade was great and a wonderful way to celebrate our veterans.

Councilwoman Bega was sorry to miss all that went on and it is good to be home.

Councilwoman Hepfer agreed the Veterans Parade was amazing and the Mayor's speech was very nice. She noted from her October issue of American City and County magazine which spoke to restoring theatres, and how we were ahead of the trend.

Councilman Ryan also agreed the Veterans Day Parade was great and Mayor's speech was moving. He attended the CMH celebration and the Farm Fest and received many positive comments. Wished all a safe Thanksgiving.

Councilman McBride stated that everyone loves a parade, and got much praise for the City doing this. Farm Festival and Farmers Market couldn't have been better. Wished all a wonderful Thanksgiving.

Council President Hinkle noted there is something going on all the time. Light up Inverness will be on November 26 for the first time. He spoke of Veterans Day and how moving it is.

CITIZENS NOT ON AGENDA

None

Meeting adjourned @ 6:39pm.

City Clerk

Council President

Interoffice Memorandum – *City of Inverness*

November 25, 2014

TO: Elected Officials

FROM: City Clerk

SUBJECT: Repurchase of Cemetery Lot 316, Block C
64th Addition, Oakridge Cemetery

CC: City Manager and City Finance Director

Enclosure: Letter of Request
Right to Burial

With reference to the following Cemetery Lot(s):

Oakridge Cemetery
Mr. and Mrs. Ray Congleton
Lot 316, Blk C, 64th Addition

Alta and Ray Congleton were both buried in Kentucky, and the family no longer has need for this lot, which was purchased in March of 1994. Beth Tudor, sole successor Trustee, wishes to sell them back to the City at the price purchased, of \$130. All documents have been reviewed and I find them to be in order.

Recommended Action -

It is recommended that City Council motion and vote to repurchase the Lot 316, Blk. C, 64th Addition, of the Oakridge Cemetery in the amount of \$130.00.

Upon approval of the above, all paperwork and notice to Funeral Homes will accordingly be accomplished.



Deborah Davis
City Clerk

July 30, 2013

City of Inverness

Cemetery Lot

212 West Main Street

Inverness, Florida 34450-4801

Dear Sir,

My parents were buried in Kentucky in 2011 and 2012. We no longer need the lots in Oak Ridge Cemetery in Inverness, Florida. I would like to sell the lots back.

Enclosed you will find the original Deed to Cemetery Lot for 316 BLK C 64TH Addition. Death certificates for Alta and Ray Congleton are enclosed. Copy of trust that states that I, Beth Tudor, am Trustee of my Fathers trust. My Florida drivers license is also included.

Please make check out to Ray E. Congleton Trust.

Thank you,

A handwritten signature in cursive script that reads "Beth Tudor".

Beth Tudor

10271 SW 50 Street

Miami, Florida 33165

Oak Ridge Cemetery
Inverness, Florida

Deed To Cemetery Lot

For, and in consideration of the sum of TRANSFER OF DEED to us in hand paid, receipt of which is hereby acknowledged, the City of Inverness, Florida, by virtue of the title vested in it has sold and granted, and hereby sells, grants and conveys to

MR. AND MRS. RAY CONGLETON

his/her heirs and assigns the burial rights in the following property in Oak Ridge Cemetery, to-wit:

Lot Number 316 BLK C. 64TH ADDITION

as her the plat thereof on file in the office of the City Clerk, City of Inverness, Florida and recorded in the office of the Clerk of the Circuit Court, Citrus County, Florida. Said lot, crypt or mausoleum is to be used for cemetery purposes only, that is for the sole purpose of sepulcher, subject to the Rules and Regulations of said City of Inverness and the Laws of the State of Florida applicable thereto.

The City agrees to provide Endowed Perpetual Care. The nature and extent of the care to be furnished shall be the care and maintenance, necessitated by natural growth, which can be provided at reasonable intervals with income from the perpetual care fund. The City shall maintain developed portions of the premises until such time as income from the perpetual care fund is sufficient to provide such care.

In testimony whereof the said City of Inverness, Florida has caused this instrument to be signed by its Council President and City Clerk, and its corporate seal to be affixed this 10TH day of MARCH 19 94.

Attest:

Mauley Johnson
City Clerk

City Of Inverness, Florida
Oak Ridge Cemetery

Samuel S.
Council President

Agenda Memorandum – *City of Inverness*

DATE: November 26, 2014
ISSUE: Collective Bargaining Agreement Ratification
FROM: City Manager
CC: City Clerk, Finance Director, Personnel Administrator
ATTACHED: Email confirmation by Sam Neimeiser
Executed Signature Page of the CBA

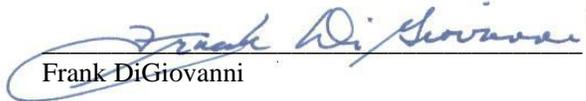
We did it; they were encouraged, and we are poised to finalize years of negotiating a renewal to the Collective Bargaining Agreement with the Public Employees Unit Union.

Blue collar and some clerical positions are covered by the agreement. Terms and conditions are slightly modified to better represent the needs of the community. We are pleased to also include that with the pending action of City Council, we will be able to process pay raises for all employees for distribution at the same time.

The CBA has a 3-year duration and covers from October 1, 2014 through September 30, 2017.

Recommended Action –

Council Members are encouraged to motion, second and vote to accept the negotiated and recently ratified CBA between the City of Inverness and Public Employees Unit, and authorize the City Manager and Council President to execute the document.


Frank DiGiovanni

Administrative Offices
212 West Main Street, Inverness Florida 34450
www.Inverness-FL.gov

From: [Samuel Neimeiser](#)
To: [Frank DiGiovanni](#)
Subject: Re: City of Inverness CBA, 2014-17
Date: Monday, November 24, 2014 9:57:43 AM
Attachments: [img002.pdf](#)

We here by ratify this contract

Samuel Neimeiser
Administrative Organizer

FPD/Patco/PMSA/PEU/SEAG

1310 Cross Creek Circle, Suite C-2

Tallahassee, FL, 32301

(850) 942-6636 (P)

(850) 566-2036 (C)

-----Original Message-----

From: Frank DiGiovanni <fDiGiovanni@Inverness-FL.Gov>

To: Samuel Neimeiser <samneimeiser@aol.com>

Sent: Wed, Oct 8, 2014 3:44 pm

Subject: City of Inverness CBA, 2014-17

Sam;

We are both busy and it's been a while, and I hope attachments are well-received.

This is sent to 'move' the issue from an expired agreement to ratification and finality.

Attached is a letter of explanation; a codified version of an updated (proposed) CBA, and clean doc absent of codification.

Please review and comment. It is our hope that this submittal finds agreement and we may proceed to finalization.

Thanks,

Frank DiGiovanni
City Manager
212 West Main Street
Inverness, Florida, 34450
352-726-2611 x1001
www.inverness-fl.gov
Follow us on [Twitter](#)



Save Paper - Keep email electronic

FOR THE UNION:

Samuel S. Neimeiser
Samuel Neimeiser
Union Representative

11/24/14
Date

FOR THE CITY OF INVERNESS:

Frank DiGiovanni
City Manager

Date

City Council President

Date

Agenda Memorandum – *City of Inverness*

DATE: November 26, 2014
ISSUE: Duke Easement – Valerie Theatre Project
FROM: City Manager
CC: City Clerk, Marc Black
ATTACHED: Duke Energy Easement Agreement

The attached has been reviewed by City Legal Counsel and found acceptable for Council action.

Aesthetics are important. Overhead electric services cables have been removed and installed underground. The adjoining business are now operating with underground electric service, but the electrical demand by a fully operational, revitalized, cultural theatre, demands a much heavier load.

We planned the most suitable location for a ground level transformer, and Duke Energy will perform the work at the City's expense. The purpose of the enclosed easement agreement is to protect Duke in the event we decide to relocate the transformer. As said, the degree of complexity of this project is immense. Much evaluation has gone into every component. Changes are always possible, but the options to make a change are extremely limited. In other words, the possibility of the City ordering a change is extremely small.

Please review the included pictures to gain a better understanding of the location for this transformer.

Recommended Action –

Please motion, second and vote to accept the Duke Energy Easement that covers work to install and if necessary, relocate the ground level transformer that serves the Valerie Theatre, and authorize the Council President execute the document.

(City Council President, plus two witnesses, plus notary)


Frank DiGiovanni

Administrative Offices
212 West Main Street, Inverness Florida 34450
www.Inverness-FL.gov



3300 Exchange Place, NP3D
Lake Mary, FL 32746

o: 407.942.9520
f: 407.942.9795

PAD MOUNT TRANSFORMER AGREEMENT

This Pad Mount Transformer Agreement (hereinafter referred to as the "Agreement"), made this ____ day of _____ 2014 by and between the City of Inverness, a Municipal corporation whose address is 212 West Main Street, Inverness, FL 34450 (hereinafter referred to as the "City") and Duke Energy Florida, Inc., a Florida corporation d/b/a/ Duke Energy (hereinafter referred to as "Duke Energy");

WITNESSETH:

WHEREAS, the City owns in fee simple title that certain real property in Citrus County, Florida, and more specifically downtown Inverness, which is to be developed by the City as the Valerie Theatre Plaza (hereinafter referred to as the "VTP");

WHEREAS, Duke Energy currently operates distribution facilities which provide electricity to the VTP and surrounding areas;

WHEREAS, the City wishes to beautify downtown Inverness, and has requested that Duke Energy locate the required pad mount transformer within road right-of-way as opposed to within the property known as the VTP, and also requested that Duke Energy locate the required the cable servicing the pad mount transformer entirely underground directly below the road right-of-way; and

WHEREAS, the City and Duke Energy have reached an agreement with respect to the rights, responsibilities and liabilities of each party regarding the installation and possible relocation of this required pad mount transformer and appurtenant facilities.

NOW THEREFORE in consideration of the sum of ten dollars (\$10.00) and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby covenanted and agreed as follows:

1. The recitals stated hereinabove are incorporated herein by this reference and are made a part hereof as if fully set forth.

2. Duke Energy shall install the required pad mount transformer in the road right-of-way within the approved location, as depicted in the attached Exhibit "A", and in conformance with the site plans, electrical service plans and systems/conduit plans attached hereto as Composite Exhibit "B".

3. Duke Energy shall install and locate the cable serving the required pad mount transformer entirely underground directly below the road right-of-way, as depicted in the attached Exhibit "A", and in conformance with the site plans, electrical service plans and systems/conduit plans attached hereto as Composite Exhibit "B".

4. The City hereby covenants that in the event Duke Energy is forced to relocate its pad mount transformer or its underground cable serving the pad mount transformer due to any type of future road project or construction, the City shall be solely and entirely responsible for all relocation costs associated with and incurred by Duke Energy for the relocation of its pad mount transformer and appurtenant facilities.

5. This Agreement shall be interpreted and enforced according to the Laws of the State of Florida, and venue for any disputes arising from this Agreement shall be in Citrus County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

GRANTOR:

City of Inverness, a Municipal corporation
Name of Municipality

ATTEST:

City Clerk

Print or Type Name

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Signature of First Witness

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

Mayor

Print or Type Name

Grantor(s) mailing address:

This document prepared by Kristy Parker, Esq.
Return to Grantee's address: Duke Energy - Land Services
452 E. Crown Point Road, WG13
Winter Garden, FL 34787

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 20____, by _____ and _____, its Mayor and its City Clerk, respectively of _____, who is/are personally known to me or who has/have produced _____ as identification.

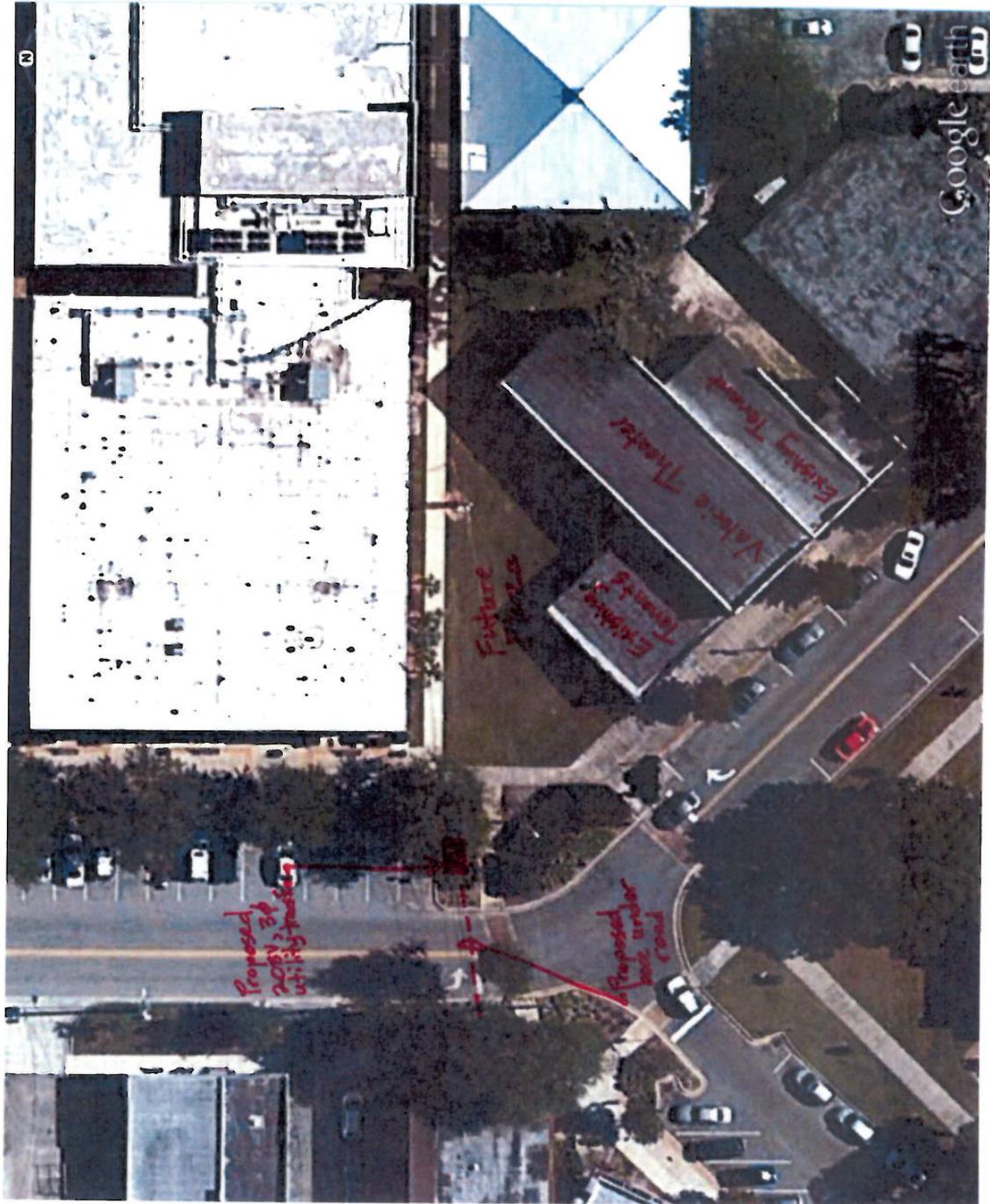
NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

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This document prepared by Kristy Parker, Esq.
Return to Grantee's address: Duke Energy - Land Services
452 E. Crown Point Road, WG13
Winter Garden, FL 34787

EXHIBIT "A"



GENERAL NOTES

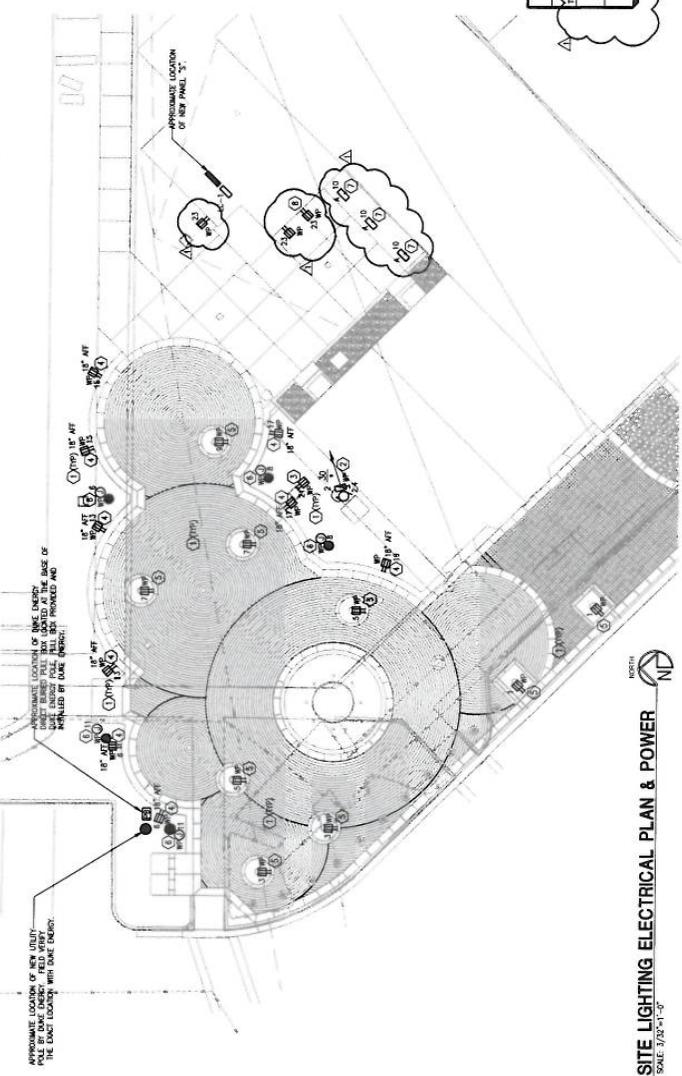
- ALL BRANCH CIRCUITS CONNECTED TO PANEL S UNLESS NOTED OTHERWISE.
- THE PROJECT IS IN COMPLIANCE WITH 2012 IFC ENERGY CONSERVATION 507.7.3 AND NEC 210.12 WITH REGARD TO THE REQUIREMENTS FOR BRANCH CIRCUIT BREAKERS AND DISCONNECTS FROM PANELS (S) AND DISCONNECT BRANCH CIRCUITS (S).

REFERENCE NOTES

- ALL CONDUIT CONNECTIONS, SUPPORTS AND FASTENERS SO CONDUIT IS SECURE AND PROTECTED.
- CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2011.
- PROVIDE 10% CONNECTION TO BRANCH CIRCUIT CONTROLLER.
- FALL VERIFY THE EXACT LOCATION OF ALL WALL RECEPTACLES AND SWITCHES. ALL WALL RECEPTACLES SHALL BE MOUNTED WITHIN 18" OF THE WALL SURFACE. ALL SWITCHES SHALL BE MOUNTED WITHIN 18" OF THE WALL SURFACE. ALL WALL RECEPTACLES SHALL BE MOUNTED WITHIN 18" OF THE WALL SURFACE. ALL SWITCHES SHALL BE MOUNTED WITHIN 18" OF THE WALL SURFACE.
- PROVIDE MEASUREMENTS, SECTION FOR LOCATIONS, SURFACES, ELEVATIONS, LOCATIONS AND LISTINGS.
- PROVIDE A 1/2" CLEARANCE FROM POWER RECEPTACLES MOUNTED ON WALLS TO THE WALL SURFACE. ALL WALL RECEPTACLES SHALL BE MOUNTED WITHIN 18" OF THE WALL SURFACE.

LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER & MODEL NO.	DESCRIPTION	AMPS	VOLTS	PHASING	ON APPROVED EQUALS BY
A	PHI-A-112-C-NEW	112 WATT LED DOWN LIGHTING, WET LOCATION LISTED	1.25	120		AS APPROVED BY OWNER



1 SITE LIGHTING ELECTRICAL PLAN & POWER
 SCALE: 3/8"=1'-0"

MEETS/EXCEEDS ALL 2011 NEC REQUIREMENTS FOR EXTRA-DUTY APPLICATION AND WET LOCATIONS

Die-Cast Aluminum Construction for Durability and Longevity

Reinforced Nipples (1/2" to 1 1/2" diam.)

NEMA 3R Enclosure Rating

Permitted for 10 types of wet and damp areas

Shock Resistant Design

Adjustable Height

At The Cost Less than our Peer-Cast Epoxy

INTERMATIC

INTERMATIC

WET LOCATIONS SERIES WET LOCATIONS SERIES COVERS FOR EXTRA DUTY APPLICATIONS

ADVANTAGES MADE BY ELECTRIC PLASTER

- Made of die-cast aluminum for long life and durability.
- Available in 10 different colors to match your decor.
- Available in 10 different sizes to fit your needs.
- Available in 10 different finishes to match your style.
- Available in 10 different shapes to fit your space.
- Available in 10 different materials to match your budget.
- Available in 10 different brands to match your quality.
- Available in 10 different countries to match your location.
- Available in 10 different languages to match your communication.
- Available in 10 different currencies to match your money.
- Available in 10 different units of measurement to match your system.
- Available in 10 different systems of units to match your preference.
- Available in 10 different methods of calculation to match your math.
- Available in 10 different ways of thinking to match your mind.
- Available in 10 different forms of expression to match your voice.
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- Available in 10 different modes of transport to match your journey.
- Available in 10 different vehicles to match your mode.

W1895-KW

Ground Fault Circuit Interrupter

15 AMP, 120 VOLT, 1-PHASE, 1-POLE

UL Type B, Trip Time 0.1-0.15 sec.

UL Type B, Trip Current 5mA

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2 GFCI OUTLET DETAIL
 SCALE: 1/2"=1'-0"

3 GFCI OUTLET COVER DETAIL
 SCALE: 1/2"=1'-0"

Agenda Memorandum – *City of Inverness*

DATE: November 26, 2014
ISSUE: State of Florida Cultural Facilities Grant Agreement
FROM: City Manager
CC: City Clerk and Finance Director
ATTACHED: Memorandum by Sheri Chiodo
Letter by the State Department of Historical Resources
Cultural Facilities Grant Agreement

The enclosed memorandum by Sheri Chiodo is an excellent reference source of the detailed scope and stipulations that go with the State of Florida, Department of State, Division of Cultural Affairs, grant.

With assistance from the special counsel of Avatar Grant Consultants, and with support from the Office of Senator Charles Dean, the City of Inverness was awarded a Cultural Facilities Grant in May, 2013. Funds would be applied to the Valerie Theatre project in the amount of \$500,000. The grant reimburse 33% (\$1.00 reimbursed for every \$2.00 spent) up to \$500,000. The City's matching funds are \$1,588,846.

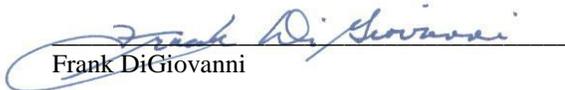
The current project budget includes off-setting grant revenues of \$500,000. The project budget allocates \$3,106,045 for the Valerie Theatre renovation, plaza development, and audio/visual acquisition and installation.

Redevelopment of the Valerie Theatre into a cultural amenity in Historic Downtown is a gift to the community at large. The project is arduous and represents one of the most significant undertakings since the Inverness Government Center was conceived and brought to materialization.

The Cultural Facilities Grant Agreement is a standard instrument used by the State for these appropriations.

Recommended Action –

Please motion, second and vote to accept the Grant Agreement between the State of Florida, Department of State, Division of Cultural Affairs, and the City of Inverness for the Valerie Theatre Cultural Center Renovation and Plaza Development project, in the amount of \$500,000 as submitted, and authorize the Council President to execute the documents and for the City Manager to execute any change orders to the grant agreement as necessary.


Frank DiGiovanni

Administrative Offices
212 West Main Street, Inverness Florida 34450
www.Inverness-FL.gov



FINANCE DEPARTMENT

212 W. Main Street
Inverness, FL 34450
(352) 726-5016 Phone
(352) 726-5534 Fax

Memorandum

To: Frank DiGiovanni, City Manager

From: Sheri Chiodo, Director of Finance

**CC: Debbie Davis, City Clerk
Eric Williams, Assistant City Manager**

Date: November 24, 2014

Reference: Grant Agreement – State of Florida Division of Cultural Affairs-Valerie Theatre

SUMMARY

Consideration by City Council to approve a Grant agreement between the State of Florida, Department of State, Division of Cultural Affairs and the City for the Valerie Theatre Cultural Center Renovation and Plaza Development in the amount of \$500,000.

BACKGROUND

The City applied for a Cultural Facilities Grant in May, 2013 for the renovation of the Valerie Theatre in the amount of \$500,000 which was awarded by the State in April, 2014. The grant is reimbursed at 33% (\$1.00 reimbursed for every \$2.00 spent) up to \$500,000. The City's matching funds are \$1,588,846. The scope of the contract is as follows:

A portion of State of Florida funds will be used to pay for the Valerie Theatre facility renovations. The renovation facility includes site preparation, gutting/demolition of the current interior and exterior, new roof, balcony/interior restoration, construction of a stage and dressing room areas, millwork and cabinets, floor, wall and ceiling finishes, fire suppression/security systems, interior flexible floor space renovation (leveling the floor) and movable seating, floor grade modified to the same plane as the outdoor plaza to thereby create larger indoor/outdoor space, compliance with ADA design regulation, HVAC system, plumbing, catering kitchen, concession area, under stage and rear of building storage areas, general interior/exterior lighting and elements that enable arts/cultural exhibitions, exterior renovation as presented in photos in the optional materials section and other minor renovation items.

GRANT STIPULATIONS

The Grant has several stipulations that are outlined below for your reference (not all grant stipulations are listed below so please reference the agreement for a complete listing):

1. Three payment deliverables on a cost reimbursement at 30%, 60% and 100% completion.
2. The length of Agreement is retroactive to July 1, 2014 and ends June 1, 2016.
3. All expenditure encumbrances must be completed by June 30, 2015.
4. Eric Williams, Assistant City Manager will be the Contract Administrator for this grant.
5. Prior to the disbursement of funds the following information is required to be submitted and approved by the Florida Department of State:
 - a. Signed Grant Award Agreement
 - b. Legal Description of the Property (attached)
 - c. Record a Restrictive Covenant with the Clerk of the Circuit Court of Citrus County (attached-recording will occur following council approval of the agreement)
 - d. Maintain a corporate nonprofit status as a public entity for the duration of the restrictive covenant.
 - e. Submit the confirmation received from the Bureau of Historic Preservation regarding the historical significance of the property. (attached)
 - f. Submit a copy of the Grantee's Florida substitute form W-9 (completed and submitted to the State)
6. Amendment to Contract – any modifications of the provisions of the agreement must be agreed in writing by both parties. If changes are implemented without the Division's written approval, the City would be subject to noncompliance, and the grant award would be subject to a reduction, partial or complete refund to the State of Florida and termination of the agreement.
7. Encumbrance of funds deadline is June 30, 2015 which means to have a signed contract with a contractor approved by the Department of State. (Contract is in place and will be submitted to the State upon contract signing).
8. Progress Reports must be submitted by January 31, 2015, July 31, 2015 and January 31, 2016. The final grant report is due by July 15, 2016.
9. Matching funds may have been expended prior to July 1, 2014 as long as the expenditures are clearly a part the grant project.
10. Display a project identification sign in a prominent location at the Project site and maintain the sign while the work is in process. The sign will state "This project is sponsored in part by the Department of State, Division of Cultural Affairs, the Florida Council of Arts and Culture and the State of Florida."
11. The City must maintain Unrestricted Use of the land and buildings associated with the Cultural Facility for a minimum of 10 years following the Grant Award.
12. The City must retain ownership of the land and buildings along with the improvements for at least 10 years following the Grant Award.
13. The restrictive covenant includes some of the following requirements (for all requirements please refer to the attached restricted covenant document)
 - a. The covenant runs for a period of 10 years
 - b. City maintain ownership of land, buildings and improvement

- c. City shall operate and maintain the facility as a “cultural facility,” defined as a building which shall be used primarily for the programming, production, presentation, exhibition, or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folk arts, photography, crafts, media arts, and historical and science museums.
 - d. Any violations to the restrictive covenant will require a repayment to the State pursuant to the amortization schedule set forth in the restrictive covenant attachment.
14. The State of Florida’s performance and obligation to pay under this agreement are contingent upon an annual appropriation by the Florida Legislature.
 15. City will be required to submit to State Single Audit requirements as defined by Section 215.97, Florida Statutes.
 16. The City shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, Florida Statutes.

FISCAL IMPACT

The City has recognized the \$500,000 grant proceeds in the FY 2015 budget revenue projections and has appropriated \$3,106,045 for the Valerie Theatre renovation, plaza development, and audio/visual acquisition and installation.

RECOMMENDATION

Consideration by City Council to approve the Grant agreement between the State of Florida, Department of State, Division of Cultural Affairs and the City for the Valerie Theatre Cultural Center Renovation and Plaza Development in the amount of \$500,000 as submitted and to authorize the City Manager to execute any change orders to the grant agreement as deemed necessary.



REC'D AUG 17 2011

FLORIDA DEPARTMENT OF STATE
Kurt S. Browning
Secretary of State
DIVISION OF HISTORICAL RESOURCES

Mr. Ken Koch
City of Inverness
Department of Development Services
212 West Main Street
Inverness, Florida 34450-4801

August 11, 2011

Re: SHPO Project #: 2011-2927/ City of Inverness CDBG- *Neighborhood Revitalization Grant*
Complete Renovation of the Valerie Theater located at 207 Courthouse Square
Inverness, Citrus County

Dear Mr. Koch:

The State Historic Preservation Office (SHPO) reviewed the referenced project for possible impact to historic properties listed, or eligible for listing, in the *National Register of Historic Places*. The review was conducted in accordance with Section 106 of the *National Historic Preservation Act of 1966*, as amended and *36 CFR Part 800: Protection of Historic Properties*.

Based on the information provided, it is the opinion of this office that the Valerie Theater does not appear to meet the criteria to be eligible for listing on the *National Register*. Therefore, the proposed undertaking will have no effect on historic properties.

At this time we ask that the Valerie Theater (8CI705) be documented using an updated historic structure form, a Florida Master Site File office form which is available online at <http://www.flheritage.com/preservation/sitefile/>. If there are any questions regarding the completion of the form, please contact the Florida Master Site File office at 850.245.6440. Please note digital photograph requirements.

For any questions concerning our comments, please contact Katherine Peterson, Historic Preservationist, by electronic mail at kdpeterson@dos.state.fl.us, or by phone at 850.245.6333.

Sincerely,

A handwritten signature in cursive script that reads "Laura A. Kammerer".

Laura A. Kammerer
Deputy State Historic Preservation Officer
For Compliance and Review

PC: Ms. Tammy Anderson, FDCA

500 S. Bronough Street • Tallahassee, FL 32399-0250 • <http://www.flheritage.com>

Director's Office
850.245.6300 • FAX: 245.6436

Archaeological Research
850.245.6444 • FAX: 245.6452

Historic Preservation
850.245.6333 • FAX: 245.6437

DEPARTMENT OF STATE • DIVISION OF CULTURAL AFFAIRS

MEMORANDUM

TO: Cultural Facilities Program Grant Award Recipients
FROM: Elsie Rogers, Division of Cultural Affairs
DATE: November 14, 2014
RE: Grant Award Package

Attached to this email is your 2014-2015 Award Package through the Cultural Facilities Program.

The following is a step-by-step procedure for completing and returning the Grant Award Agreement.

STEP 1: Print out the Agreement.

- Review each provision of the Agreement. The Agreement contains specific language regarding how your project is managed.
- Ask the official of your organization authorized to enter into a contract with the State of Florida, to sign the Agreement.
- Do not make any other changes in the Agreement or alter the Agreement in any way.

STEP 2: The Attachments. In addition to returning the signed Agreement, you are required to submit the following:

- A. Attachment A. Project Description
- B. Attachment B. Legal Description of the Property
- C. Attachment C. Budget
- D. Attachment D. Recorded Restrictive Covenant and Amortization Schedule or;
- E. Attachment E. Issued Surety Bond and Amortization Schedule
- F. Attachment F. Single Audit Act Requirements and Exhibit I

The Restrictive Covenants are attached as a separate document.

Read the Restrictive Covenants to be sure that you have the document that fits your lease or ownership status. If any information that is specific to your organization or the land owner is not correct, please call me. This document must be correct because once signed by all parties, you will record it with the Clerk of the Circuit Court in the County of the project. The official with authority to enter into a contract with the State of Florida must sign the Restrictive Covenants. The signature must also be notarized.

Restrictive Covenants and Surety Bonds are discussed in sections 20 and 21, respectively, of your Grant Award Agreement. You also have the option of purchasing a Bond rather than signing Restrictive Covenants. Refer to the Cultural Facilities Guidelines for more information.

Return the original signed Grant Award Agreement (GAA) with attachments and signed Restrictive Covenant to:

**Cultural Facilities Program
Division of Cultural Affairs
R. A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250
Attention: Elsie Rogers/Brokaw McDougall House**

STEP 3: Execution of the Agreement by the State of Florida.

Subsequent to the review and approval of the Grant Award Agreement and all required documents, the department will sign the Agreement and the Restrictive Covenants.

STEP 4: The Division will return a set of all documents to you. Record the Restrictive Covenant including the legal description with the Clerk of the Circuit Court (see section 9 of the Covenants). After you have recorded the Covenants, send a certified copy of the Covenants to the Division. (I cannot send you any grant money until I have received a copy of the recorded Covenant).

STEP 5: Requesting grant funds:

- The agreement provides for three (3) Reimbursement Payments:
Payment 1: When 30% of the project is complete;
Payment 2: When 60% of the project is complete;
Payment 3: When 100% of the project is complete.
- For requirement and instructions, refer to Section 1, Grant Purpose and Section 5, Grant Payments. To request reimbursement, you must submit a **Request for Warrant** <http://dos.myflorida.com/media/31248/cf> and the following forms:
Payments 1-2: if using an architect, provide AIA Document G702, AIA Document G703 ; if using a licensed contractor, provide the Schedule of Contract Values, or its equivalent (See Appendix 1).
Final payment: if using an architect, provide G702, G703 and G704; if using a licensed contractor, provide Schedule of Contract Values or its equivalent (see Appendix 1 of contract).
- **Important:** Remember, you may not reimburse yourself, using grant funds, for any expenses that are paid prior July 1, 2014. Section 10, Deadline to encumber all funds (State): Note the deadline to encumber all funds is **June 30, 2015**. Encumber means to execute a contract with an architect or contractor for the expenditure of all State dollars and required match.

Other important documents for the management of your grant:

Grant Amendment Request (CA2E047). A GAR is the mechanism by which a grantee may make changes to the originally funded proposal activities or budget. If you wish to change the originally funded proposal activities, budget, encumbrance date, or expenditure date, you must file a GAR **before you make the change** to legally amend the Agreement with the State of Florida. Should you implement a substantial change in a program without prior written approval, the unapproved activity and related expenses will be disallowed. Example: If you need to add an expense line item, a deliverable or Project Budget, a GAR is required. Call me before submitting a GAR.

Reporting (CA2E048). Please refer to Section 11 of the Grant Award Agreement for reporting requirements and due dates. All grantees must file cumulative Progress Reports at six-month intervals until the project is completed. A project is considered to be complete when all grant dollars, as described in the Project Narrative and detailed in the **Budget** have been expended. A Final Report must be submitted no later than 45 days after the official ending of your project. Please attach photos of the progress throughout the grant period until completion.

Reporting Forms are available on the Division's web site:
<http://dos.myflorida.com/media/31252/culturalfacilitiesreportform.pdf>.

Request for Warrant. To receive payments, submit a Request for Warrant (found at <http://dos.myflorida.com/media/31248/cf>) and the following forms: Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1).

If you have any questions about the grant award package, or the Cultural Facilities Program in general, please do not hesitate to call me at (850) 245-6483, or write to the Division of Cultural Affairs, R. A. Gray Building, Tallahassee, FL 32399-0250.

CF\Agreement Cover Memo 2014/2015

**AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
CITY OF INVERNESS**

This Agreement is by and between the State of Florida, Department of State, Division of Cultural Affairs hereinafter referred to as the "Division," and the City of Inverness hereinafter referred to as the "Grantee."

The Grantee has been awarded a Cultural Facilities Grant (CSFA 45.014) by the Division, grant number 15.9.200.580 for the project "," in the amount of \$500,000. Funds for this grant have been appropriated in the FY 2014-2015 General Appropriations Act on line 3146A. The Division has the authority to administer this grant in accordance with Section 265.701, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "Cultural Center Renovation and Plaza Development," project, the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

A portion of State of Florida funds will be used to pay for the Valerie Theatre facility renovations. The renovation facility includes site preparation, gutting/demolition of the current interior and exterior, new roof, balcony/interior restoration, construction of a stage and dressing room areas, millwork and cabinets, floor, wall and ceiling finishes, fire suppression/security systems, interior flexible floor space renovation (leveling the floor) and movable seating, floor grade modified to the same plane as the outdoor plaza to thereby create larger indoor/outdoor space, compliance with ADA design regulation, HVAC system, plumbing, catering kitchen, concession area, under stage and rear of building storage areas, general interior/exterior lighting and elements that enable arts/cultural exhibitions, exterior renovation as presented in photos in the optional materials section and other minor renovation items.

All tasks associated with the renovation, as outlined in the Project Description (See Attachment A), will be performed by June 1, 2016. All project work will be completed under the supervision of a licensed architect or licensed contractor.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/ Task 1:

- Payment 1 will be cost reimbursement. The Grantee will have completed at least 30 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1), showing at least 30 percent of the project completed.

Payment 2, Deliverable/ Task 2:

- Payment 2 will be cost reimbursement. The Grantee will have completed at least 60 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1), showing at least 60 percent of the project completed.

Payment 3, Deliverable/ Task 3:

- Payment 3 will be cost reimbursement. The Grantee will have completed 100 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent (See Appendix 1), showing 100 percent of the project completed, including all retainage amounts paid. The performance measure documenting satisfactory completion of Deliverables will be submission and acceptance of a Final Cultural Facilities Report form (See Section 11) that certifies that all project funds have been expended and the project has been closed out.

- c) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and entitled Attachment C). All expenditures for this agreement shall be in accordance with this budget (Attachment C).
- d) **Change Orders.** Should grant expenditures exceed the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

2. Length of Agreement. This Agreement shall begin on **July 1, 2014**, and shall end **June 1, 2016**, unless terminated in accordance with the provisions of Section 36 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.

3. Contract Administration. The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Cultural Affairs:

Elsie Rogers, Program Manager
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6483
Facsimile: 850.245.6454
Email: Elsie.Rogers@dos.myflorida.com

For the Grantee:

Eric Williams, Assistant City Manager
Address: 212 West Main Street
Inverness, Florida 34450
Phone: 352.726.2611
Email: ewilliams@inverness-fl.gov

4. Required Information Needed with Return of Signed Agreement. Prior to the disbursement of funds, the Grantee must provide the following with the return of the signed Agreement.

- a) Signed Grant Award Agreement which details the Scope of Work and Deliverables.
- b) Legal Description of the Property. The Grantee has provided and attached the legal description of the property on which the cultural facility is or will be located, (which is incorporated as part of this Agreement and entitled Attachment B).
- c) Choose to Record a Restrictive Covenant or Purchase a Surety Bond. The Grantee has provided documentation that the Restrictive Covenant has been recorded with the Clerk of the Circuit Court of the county where the property is located, or provided a Surety Bond. (See Section 20 and 21)
- d) Corporate Nonprofit Status. The Grantee must provide a copy of the corporations' not-for-profit status and continue to maintain its not-for-profit eligibility, as a public entity or a tax-exempt Florida corporation, for the duration of the Restrictive Covenant or Surety Bond.
- e) Historic Preservation Review. The Grantee must submit the confirmation received from the Bureau of Historic Preservation regarding the historical significance of the property. Applies if structures are 50 years or older. (See Section 22)
- f) Submit a copy of the Grantee's Florida Substitute Form W-9. (See Section 7)

5. Grant Payments. All grant payments are requested by submitting Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1). The total grant award shall not exceed \$500,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

- a) The first payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 1.
- b) The second payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 2.

c) The third payment will be cost reimbursement. Payment will be made in accordance with the completion of the Deliverable 3.

6. Electronic Payments. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.

7. Florida Substitute Form W-9. A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**

8. Amendment to Contract. Either party may request modification of the provisions of this Agreement by submitting a Cultural Facilities Grant Amendment Request form to the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The Cultural Facilities Grant Amendment Request form is available on the Division's online grant system.

9. Financial Consequences. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

a) First payment will be withheld if Deliverables are not satisfactorily completed.

b) Second payment will be withheld if Deliverables are not satisfactorily completed.

c) Third payment will be withheld if Deliverables are not satisfactorily completed.

10. Encumbrance of Funds. Encumbrance Period is between July 1, 2014 and June 30, 2015, during which state dollars must be obligated to pay for project expenses. To encumber means to have a signed contract with an architect or contractor for the expenditure of all grant and matching funds. All grant funds must be encumbered under the terms of a binding contractual agreement by **June 30, 2015**, except as allowed below.

a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must

demonstrate to the Division that full encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.

11. Grant Reporting Requirements. The Grantee must submit the following reports to the Division, using the Cultural Facilities Progress Report form. The Cultural Facilities Progress Report form is available on the Division's website at <http://www.florida-arts.org/resources/grantforms/>.

- a) **First Project Progress Report** is due by January 31, 2015, for the period ending December 31, 2014.
- b) **Second Project Progress Report** is due by July 31, 2015, for the period ending June 30, 2015.
- c) **Third Project Progress Report** is due by January 31, 2016, for the period ending December 31, 2015.
- d) **Final Report.** The Grantee must submit a Final Report to the Division by July 15, 2016.

12. Matching Funds. Matching funds must meet the following requirements:

- a) Be directly related to the specific construction or renovation work described in the Project Description and detailed in the Estimated Project Budget.
- b) May not consist of general operating expenses as described in Section 10 of this agreement.
- c) Be clearly accounted for by documentation maintained at the Grantee's office.
- d) May not consist of state dollars from any source.
- e) May not consist of matching funds claimed for any other state grant.
- f) May have been expended prior to July 1, 2014, as long as the expenditures are clearly a part of this grant project, as described in the Project Description and detailed in the Estimated Project Budget.
- g) If the Grantee's total support and revenue for the last completed fiscal year is \$1,000,001 or more, the Grantee must provide not less than \$2.00 in matching funds for every \$1.00 of state funds received under this Agreement.
- h) If the Grantee's total support and revenue for the last completed fiscal year is less than \$1,000,001, the Grantee must provide not less than \$1.00 in matching funds for every \$1.00 of state funds received under this Agreement.
- i) Documentation of in-kind contributions must substantiate fair market value.
- j) The matching requirement for grants for Rural Economic Development Initiative (REDI) counties or communities designated in accordance with Section 288.0656, *Florida Statutes*, and approved for reduction in accordance with Section 288.06561, *Florida Statutes*, by the application deadline is \$1.00 in matching funds for every \$1.00 of state funds received under this Agreement.

13. Grant Completion Deadline. The grant completion deadline is **June 1, 2016**. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 120 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 14 of this Agreement.

14. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

15. Credit Line(s) to Acknowledge Grant Funding. All construction projects shall display a project identification sign in a prominent location at the Project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and shall contain the following acknowledgment of grant assistance:

- a) "This project is sponsored in part by the Department of State, Division of Cultural Affairs, the Florida Council of Arts and Culture and the State of Florida" (Section 286.25, Florida Statutes).
- b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

16. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. In addition, the following are not allowed as grant or matching expenditures:

- a) General operating expenses (including but not limited to salaries, travel, personnel, office supplies, mortgage, rent, operating overhead, indirect costs, etc.).
- b) Costs incurred in writing or submitting this grant application.
- c) Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency.
- d) Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project.
- e) Costs for bad debts, contingencies, fines and penalties, interest, and other financial costs.

- f) Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships.
- g) Projects which are restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, creed, national origin, disability, age, or marital status.
- h) Re-granting, contributions, and donations.
- i) Costs that are paid prior to the execution of the Grant Award Agreement and for which reimbursement is requested, or after June 1, 2016.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

18. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Elsie Rogers, Division of Cultural Affairs, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Unrestricted Use and Access. The Grantee must maintain Unrestricted Use of the land and buildings associated with the Cultural Facility for a minimum of 10 years following the Grant Award (Grant Award means the date on which the Grant Award Agreement is fully executed).

- a) **Lease of Land and Buildings.** If the land and buildings are leased, the Division may, from time to time, require certification from the Grantee or the property owner that the lease is in full force and effect, that it has not been modified or terminated, and that the Grantee is not in default of the lease (or in the case of an owner, documentation of ownership is required). Failure to provide such certification will constitute a default hereunder, which will give the Division the right to terminate this Agreement and demand the return of all or a part of any funds already delivered, and/or to withhold funds from subsequent grants.
- b) **Retaining Ownership of Land and Buildings.** The owner of land and building(s) must retain ownership of the land and buildings, along with improvements made to the land and building(s), for at least 10 years following the Grant Award. Exception: Land and buildings owned by the State of Florida and leased to an eligible applicant. For the purposes of this program, the applicant must not be a political subdivision of the state.

20. Restrictive Covenant. If the Grantee chooses to record a Restrictive Covenant and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds

must be repaid to the Division according to the Restrictive Covenant Amortization Schedule (incorporated into this Agreement and attached as Attachment D).

- 21. Surety Bond instead of a Restrictive Covenant.** If a Surety Bond is selected by the Grantee and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Surety Bond Amortization Schedule (incorporated into this Agreement and attached as Attachment E).
- 22. Historic Preservation Review.** If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Section 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation ("Bureau"), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 5 of this Agreement.
- 23. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment F for additional information regarding this requirement.
- 24. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 25. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 26. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 27. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Cultural Affairs grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. (OCHIP) Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services.) Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.

28. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

29. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

30. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

31. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that

each of its subcontractors will be deemed to be “independent contractors” and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

32. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

33. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

34. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

35. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

36. Termination of Agreement. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate

this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

37. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

38. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

39. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

40. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

41. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Cultural Affairs.

42. No Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

43. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

44. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.

45. Governing Law. This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

46. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Project Description (Attachment A)
- c) Legal Description of the Property (Attachment B)
- d) Estimated Project Budget (Attachment C)
- e) Recorded Restrictive Covenant and Amortization Schedule (Attachment D) or Issued Surety Bond and Amortization Schedule (Attachment E)
- f) Single Audit Act Requirements and Exhibit I (Attachment F)
- g) Schedule of Contract Values form (Appendix 1)

In acknowledgment of Grant Number 15.9.200.580 provided for from funds appropriated in the FY 2014-2015 General Appropriation Act in the amount of \$500,000, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:
By: _____
Sandy Shaughnessy, Division Director

Printed name and title

Witness

Date

Grantee:
By: _____
Authorizing Official for the Grantee*

Ken Hinkle, Council President
Printed name and title

Witness

Date

***If the authorizing official signing above on behalf of the grantee organization is not the chief executive officer, then another authorized official must sign below.**

On behalf of the governing body of the Grantee organization, I hereby acknowledge awareness of, and agree to comply with all of the requirements of this Grant Agreement.

Signature

Printed name and title

Witness

Date

ATTACHMENT A

Project Description

(The project description below was extracted from the original application submitted in June 2013.)

Specifically, the applicant has engaged the community in the planning process, evaluated the cost and space use potential, level of community participation for the project renovation. The City has pre-spent funds as noted in this application to acquire the property and facility, researched internal and external funding sources, planned preliminary funding projects for both earned and contributed income to support the programmatic offerings in the facility and how the plaza can be a supportive feature to serve the public's cultural/arts interests. **This is the final element to the planned development of Inverness' downtown commercial, historical, arts and cultural district.**

The City of Inverness purchased the facility and adjacent area (single owner) and expended resources of time, energy and funding on due diligence, preliminary design and planning documents. As of October 2011 the project completed preliminary design and development documents, construction documents and construction permits for the facility are pending.

Plaza – The design phase for this project was completed in July 2012 including the removal of an abandoned oil tank. The first phase of construction starts upon notification of funding award. The single phase for the plaza and facility is projected to start February 2014 and require 12 months to complete ending February 2015. The construction documents are prepared and the work involved for the plaza is site preparation, development of the masonry and concrete elements that include sidewalks, previous brick areas, walls, fountains, watering - drainage systems, lighting, security elements and the inclusion of trees, palms, shrubs and ground cover. All plaza expenses will be funded by the City of Inverness.

Facility- During the above timeline the projected work for the 5,685 SF facility includes site preparation, gutting/demolition of the current interior and exterior, new roof, balcony/interior restoration, addition of fixed projection equipment, construction of a stage and dressing room areas, millwork and cabinets, floor, wall and ceiling finishes, fire suppression/security systems, interior flexible floor space renovation (leveling the floor) and movable seating, floor grade modified to the same plane as the outdoor plaza to thereby create larger indoor/outdoor space, compliance with ADA design regulation and with input from public meetings, HVAC system, plumbing, catering kitchen, fixed stage audio and lighting systems, concession area, under stage and rear of building storage areas, general interior/exterior lighting and elements that enable arts/cultural exhibitions, exterior renovation as presented in photos in the optional materials section, and other minor renovation items. A portion of State of Florida funds will be used to pay for the aforementioned facility renovations. No grant awards have received nor are planned to be applied for to the Division of Historical Resources for this grant period.

ATTACHMENT B

ATTACH LEGAL DESCRIPTION OF PROPERTY

TOWN OF INVERNESS PB 1 PGS 20 & 36 PT OF LOTS 9, 10, 11 & 12 BLK 110 DESCR AS FOL: BEG AT THE NW CORN OF SD LOT 9 TH S 38.07 FT TO AN IRON PIPE TH S 44D 31M E 26.2 FT TO AN IRON PIPE TH N 45D 25M E 45.33 FT TO AN IRON PIPE TH S 44D 50M E 44.68 FT TO AN IRON PIPE AT THEATER BLDG WALL TH S 45D 25M W 45.61 FT MOL TO THE W'LY CORN OF THE THEATER BLDG TH S 44D 31M E 35 FT TO THE W'LY CORN OF THE PENINSULAR ABSTRACT CO BLDG TH N 45D E 45.77 FT TO INTERSECTION OF LINE DIVIDING SD LOTS 11 & 12 TH N 48D 45M E AL SD DIVIDING SD LOTS 11 & 12 A DIST OF 73.9 FT MOL TO THE W BDRY LINE OF LOT 19 OF SD BLK TH N'LY AL SD W BDRY LINE OF SD LOT 19 TO THE NW CORN THEREOF TH W AL THE N BDRY LINE OF LOT 9 TO THE POB SUBJ TO PARY WALL AGREEMENT NOW EXISTING BETWEEN THEATER BLDG LOCATED PRINCIPALLY ON SD LOT 11 AND BLDG TO THE S NOW OWNED BY PENINSULAR ABSTRACT CO AND BLDG TO THE N OF SD THEATER BLDG KNOWN AS MERRY BLDG -- LESS AND EXCEPT PARCEL 1: THAT PTN OF LOT 11 DESCR AS FOL: BEG AT THE INTERSECTION OF THE LINE DIVIDING LOTS 11 & 12 BLK 110 CITY OF INV AND CENTER LINE OF A 12 INCH BRICK WALL SD BEGINNING PT BEING LOCATED 18.94 FT NE'LY FROM INTERSECTION OF THE LINE DIVIDING SD LOTS 11 & 12 AND THE NE'LY LINE OF THE STREET ON THE NE'LY SIDE OF COURTHOUSE SQUARE TH NE'LY 99.20 FT AL THE CENTER LINE OF SD BRICK WALL AND A PROLONGATION THEREOF TO THE W LINE OF LOT 19 BLK 110 TH S 4.85 FT AL THE W LINE OF SD LOT 19 TO THE INTERSECTION OF THE W LINE OF SD LOT 19 AND THE LINE DIVIDING SD LOTS 11 & 12 TH SW'LY AL THE LINE DIVIDING SD LOTS 11 & 12 TO THE POB TITLE IN OR BK 2315 PG 33

ATTACHMENT C

Estimated Project Budget

VALERIE THEATER RENOVATION				
	Budget Category	Total Cost	Match	State
1	Land Acquisition			
2	Building Acquisition			
3	Architectural & Engineering Services			
4	Legal			
5	Construction General Requirements	\$ 410,054	\$ 394,750	\$ 15,304
5	Site Construction	\$ 80,370	\$ 59,965	\$ 20,405
6	Concrete	\$ 68,256	\$ 31,398	\$ 36,858
7	Masonry	\$ 148,694	\$ 124,305	\$ 24,389
8	Metals	\$ 136,636	\$ 91,981	\$ 44,655
9	Wood and Plastic	\$ 171,918	\$ 111,747	\$ 60,171
10	Thermal and Moisture Protection	\$ 130,634	\$ 87,525	\$ 43,109

11	Doors and Windows	\$ 59,165	\$ 38,457	\$ 20,708
12	Finishes	\$ 287,373	\$ 212,098	\$ 75,275
13	Specialties	\$ 13,450	\$ 11,970	\$ 1,480
14	Equipment	\$ 10,675	\$ 6,939	\$ 3,736
15	Furnishings	\$ 2,700	\$ 1,782	\$ 918
16	Special Construction	\$ 13,450	\$ 9,011	\$ 4,439
17	Conveying Systems (Elevator)	\$ 35,000	\$ 23,450	\$ 11,550
18	Mechanical	\$ 206,040	\$ 135,990	\$ 70,050
19	Electrical	\$ 258,325	\$ 188,577	\$ 69,748
20	ODP Sales Tax Savings	\$ (43,894)	\$ (28,531)	\$ (15,363)
21	FF&E	\$ 100,000	\$ 87,432	\$ 12,568
	TOTAL PROJECT EXPENDITURES	\$ 2,088,846	\$ 1,588,846	\$ 500,000

ATTACHMENT D

Restrictive Covenant Provisions and Amortization Schedule

1. If the Grantee chooses to record a Restrictive Covenant, the Grantee, and the property owner(s) (if the land or buildings or both are leased by the grantee), shall execute and file a Restrictive Covenant with the Clerk of the Circuit Court in the county where the property is located, prior to the date that the agreement is executed.
2. The Restrictive Covenant shall include the following provisions:
 - a) That the Restrictive Covenant shall run with title to the building(s) and the associated land and improvements funded by the grant, shall encumber them, and shall be binding upon the Grantee (and the owner(s), if different person(s), and the successors in interest), for (10) ten years from the Grant Award.
 - b) The owner(s) of the improvements made to the building(s) and associated land, funded in whole or in part by grant funds, must also execute the Restrictive Covenant. Exception: Land or buildings or both owned by the State of Florida and leased to an eligible applicant. For the purposes of this program, the applicant must not be a political subdivision of the state.
 - c) The Grantee (and owners, if different persons) shall permit the Division to inspect the Cultural Facility and associated land at all reasonable times to determine whether the Grantee is in compliance with the Grant Award Agreement and the Restrictive Covenant.
 - d) The Grantee must maintain the building(s) as a “Cultural Facility.” For the purposes of this program, a “Cultural Facility” is defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the foregoing for

any of the cultural disciplines listed in Section 265.283(7), *Florida Statutes*. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

- e) The Restrictive Covenant shall also contain the following amortization schedule for repayment of grant funds, should the Grantee or owners or their successors in interest violate the Restrictive Covenant.
 - a. If the violation occurs within five (5) years following the Grant Award, 100% of the grant amount;
 - b. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 80% of the grant amount;
 - c. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 65% of the grant amount;
 - d. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 50% of the grant amount;
 - e. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 35% of the grant amount; and
 - f. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

- f) Other provisions as agreed upon by the Division and the Grantee.

ATTACHMENT E

Surety Bond and Amortization Schedule

1. Any Grantee entering into a Grant Award Agreement with the Division for the acquisition, renovation, or construction of a Cultural Facility that chooses not to record a Restrictive Covenant must purchase a 10-year Surety Bond.
2. A certified copy of the Bond Agreement must be provided to the Division prior to the execution of the Grant Award Agreement.
3. The Bond Agreement must:
 - a) Provide that the facility described in Attachment A: Scope of Work, incorporated by reference in the Grant Award Agreement, will be used as a “Cultural Facility” for (10) ten years following the Grant Award; A Cultural Facility means a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the arts and cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - b) Be purchased from a surety insurer authorized to do business in the Florida as a Surety;
 - c) Provide that there will be a violation of the Bond Agreement if the facility ceases to be used as a “Cultural Facility” as required by Section 265.701(4), *Florida Statutes*, within 10 years following the Grant Award, and that the surety insurer must immediately repay funds to the Division, pursuant to the following amortization schedule:
 1. If the violation occurs within three (3) years following the Grant Award, 100% of the grant amount;
 2. If the violation occurs more than three (3) but less than four (4) years following the Grant Award, 80% of the grant amount;
 3. If the violation occurs more than four (4) but less than five (5) years following the Grant Award, 70% of the grant amount;
 4. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 60% of the grant amount;
 5. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 50% of the grant amount;

6. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 40% of the grant amount;
7. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 30% of the grant amount;
8. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

ATTACHMENT F

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department of State by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1. the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that

the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.fldfs.com/>

Federal Office of Management and Budget Circulars Index

<http://www.whitehouse.gov/omb/grants/index.html> - circulars

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (l), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida*

Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department of State for the reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

- A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, Section 215.97, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING: General Revenue Funds in the amount of \$500,000

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Cultural Facilities Grants, CSFA Number 45.014
Award Amount: \$500,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.014.

RESTRICTIVE COVENANT

(City as Grantee owns land and will own building.)

THIS RESTRICTIVE COVENANT is hereby entered into this ____ day of _____, 20____, by **City of Inverness, Florida,** hereinafter referred to as "the Land Owner and hereinafter referred to as "the Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Land Owner is the fee simple title holder of the land located **Court House Square, Inverness, Florida 34450-4149.** A legal description of the subject property is attached as Exhibit A and is made a part of this covenant.

WHEREAS, the Grantee owns the land and will own the building(s) used or to be used as a cultural facility. "Facility" refers herein to the building(s) and associated land to be used as the "cultural facility," as defined herein.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of **\$500,000**, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility as required by Section 265.701(1), Florida Statutes.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require the recordation of this restrictive covenant to ensure that the facility will be used as cultural facility, as defined herein, for at least ten (10) years following execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and in accordance with Section 265.701(4), Florida Statutes, the Parties agree to the following:

1.) This restrictive covenant shall run with the title to the facility and the associated land, shall encumber them, and shall be binding upon the Grantee, the Land Owner, and their successors in interest for the period of (10) ten years following execution of the grant award agreement.

2.) The grant award shall only be expended for:

Project Title: Cultural Center Renovation and Plaza Development (Grant #15.9.200.580)

3.) For the required duration of this covenant, the Parties agree that the Grantee shall own all improvements to the facility and to the associated land, funded in whole or in part by grant funds

4.) The Division has the right to inspect the facility at all reasonable times to determine whether the conditions of the agreement and this covenant are being complied with.

5.) The Grantee shall operate and maintain the facility as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folks arts, photography, crafts, media arts, and historical and science museums."

6.) This restrictive covenant will be violated by the Grantee, or its successors in interest if the facility ceases to be used as a cultural facility, as defined above, within ten (10) years following execution of the execution of the grant award agreement as required by Section 265.701(4), Florida Statutes. If the Grantee violates this restrictive covenant, it shall repay the grant funds to the Division pursuant to the amortization schedule set forth below:

- a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;
- b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount;
- c. If the violation occurs more than six (6) but less than seven (7) years following execution of the grant award agreement, 65% of the grant amount;
- d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;
- e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount; and
- f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.

7.) Any amount due from the Grantee as a result of a violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the Parties.

8.) If the entire amount due under the paragraph (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate. The Parties further agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee or the Land Owner to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. The Division shall have the right to enforce the stipulated judgment by resorting to any legal or equitable available remedy including an action for specific performance.

- 9.) As a condition to receipt of grant funds, the Grantee shall:
- a. Record this covenant in the public records with the Clerk of the Circuit Court of **Citrus** County, Florida;
 - b. Pay all fees associated with its recording; and
 - c. Provide certified copy of the recorded covenant to the Division and to the Land Owner.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee and the Land Owner hereby affirm that they have read this restrictive covenant; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES:

PARTIES:

GRANTEE SIGNATURE

GRANTEE NAME (print)

First Witness Signature

First Witness Name (print)

Second Witness Signature

Second Witness Name (print)

GRANTEE ADDRESS

City State Zip

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for _____
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida

on _____.

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

LAND OWNER SIGNATURE

LAND OWNER NAME (Print)

First Witness Signature

First Witness Name (print)

Second Witness Signature

Second Witness Name (print)

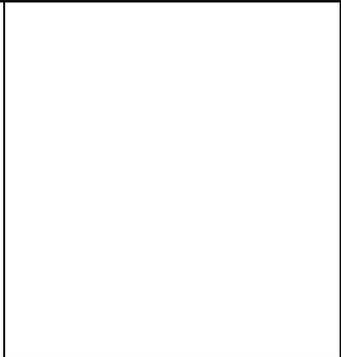
LAND OWNER ADDRESS

City

State

Zip

The State of Florida
County of _____



I certify that on this date before me, an officer duly authorized
in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for _____
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and
who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for
The State of _____

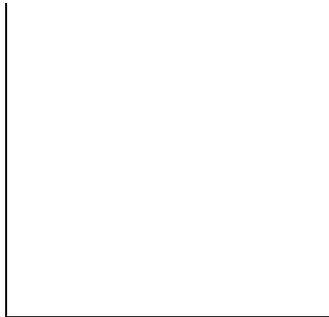
[SEAL]

My commission expires: _____

For the Division of Cultural Affairs:

Name Title

R.A. Gray Building
500 S. Bronough Street
Tallahassee, Florida 32399



First Witness Signature

First Witness Name (Print)

Second Witness Signature

Second Witness Name (print)

The State of Florida County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____ personally
(Name)

appeared as _____ for the Florida Department of State, Division of
(Position)

Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for
The State of _____

[SEAL]

My commission expires: _____

**DEPARTMENT OF STATE
DIVISION OF CULTURAL AFFAIRS
CULTURAL FACILITIES PROGRAM REPORT FORM**

Check one:

- Progress Report
- Final Report

Reporting Period:

- July 1 to December 31, 20__
- or January 1 to June 30, 20__

Grant Number: _____

Total Grant Award: \$ _____

Organization Name: _____

Project Title: _____

PROGRESS REPORTS: means reports that are submitted at required intervals (refer to the award agreement) and include cumulative narrative and cumulative financial information on the status of the grant as of the end of the reporting period.

FINAL REPORT: means the report that is due 45 days after grant and match have been expended, but no later than May 15th of the fiscal year following the fiscal year in which the grant was awarded. The report includes a final cumulative narrative and final cumulative financial data on the expenditures of grant and match funds.

WORK ACCOMPLISHED (in accordance with the project narrative in Attachment A)

II. **SCHEDULE OF EXPENSES AND INCOME** (in accordance with Project Budget (Attachment B))

A. EXPENSES (Actually PAID, not projected or encumbered. This itemization is cumulative and corresponds to the narrative in Section 1 of this report)

	MATCH	STATE
LAND ACQUISITION	_____	_____
BUILDING ACQUISITION	_____	_____
ARCHITECTURAL SERVICES	_____	_____
GENERAL REQUIREMENTS	_____	_____
SITE CONSTRUCTION	_____	_____
CONCRETE	_____	_____
MASONRY	_____	_____
METALS	_____	_____
WOOD AND PLASTIC	_____	_____
THERMAL AND MOISTURE PROTECTION	_____	_____
DOORS AND WINDOWS	_____	_____
FINISHES	_____	_____
SPECIALTIES	_____	_____
EQUIPMENT	_____	_____
FURNISHINGS	_____	_____
SPECIAL CONSTRUCTION	_____	_____
CONVEYING SYSTEMS	_____	_____
MECHANICAL	_____	_____
ELECTRICAL	_____	_____
SUBTOTALS OF EXPENSES	_____	_____
CONTINGENCY (not part of match)	_____	-0-
TOTAL PROJECT EXPENDITURES-MATCH+STATE (SHOULD EQUAL THE TOTAL PROJECT INCOME IN FINAL REPORT)		=====

B. INCOME (Actually RECEIVED to date)

CULTURAL FACILITIES PROGRAM (Funds received from this grant) _____

MATCHING FUNDS RECEIVED

Total Private Support (Cash) _____

Total In-Kind Private Support _____

Corporate Support (Cash) _____

Total In-Kind Corporate Support _____

Total Local Government Support (Cash) _____

Total In-Kind Government Support _____

Total Federal Government Support (Cash) _____

Total In-Kind Federal Government Support _____

Applicant Cash _____

TOTAL MATCH _____

TOTAL PROJECT INCOME (match received + grant funds received)

(NOTE: TPI MUST EQUAL THE TOTAL PROJECT EXPENDITURES
IN THE FINAL REPORT. FOR THE INTERIM REPORT,
INCOME AND EXPENDITURE MAY NOT BE EQUAL _____)

III. INTEREST

a) Amount earned on grant funds since last interest report _____

b) Cumulative interest to date _____

c) DOCUMENTATION ENCLOSED:

CIRCLE ONE

Bank Statements Yes No

Financial Statements Yes No

IV. AUDIT

Each nonstate entity that expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such nonstate entity shall be required to have a state single audit for such fiscal year in accordance with the requirements of s. 215.97, *Florida Statutes*.

Please check the following as appropriate:

- I have not expended more than \$500,000 in Total State Financial Assistance from the State of Florida for my organization's fiscal year ending _____.
- I have expended more than \$500,000 in Total State Financial Assistance from the State of Florida for my organization's fiscal year ending _____ and understand that I am required to submit an audit to the Division of Cultural Affairs under the State Single Audit Act (s. 215.97, *Florida Statutes*).

V. SIGNATURES (For all reports, the name of the person signing as the Organization Head must also appear on the Assurance of Compliance and Signature Authorization Form.)

I affirm, under penalty of perjury, that this report presents an accurate and complete description of the grant activity within the report dates above, and that the conditions of the grant have been complied with.

Signature of Organization Head (Must also appear on Assurance of Compliance and Signature Authorization Form filed with the Division)	Typed Name and Title
	Date

For FINAL REPORTS:

If this is a Final Report, the Architect, Engineer, or Contractor must sign below.

I certify that this report represents an accurate and complete description of the grant activity within the report dates above.

Signature of Architect, Engineer, or Contractor (as appropriate)	Typed Name and Title
	Date

**DIVISION OF CULTURAL AFFAIRS - CULTURAL FACILITIES PROGRAM
GRANT AMENDMENT REQUEST FORM**

GRANT NUMBER: _____

Applicant: _____

Project Title: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Date: _____

Permission is hereby requested to make the following change(s) in the grant referenced above:

I. PROJECT DOLLARS

** Please complete the following, citing change in actual award amount. If this amount is reduced from the amount originally granted, matching dollars should be adjusted as follows. Total confirmed matching funds must satisfy the requirements for the Grant Amount received (see program guidelines). The total cost of work must equal the total of Line A plus Line B.

A. Total Amount of Cultural Facilities Award _____

B. Confirmed Matching Funds to Amount Awarded (see Guidelines) _____

C. TOTAL Project Cost _____

II. PROJECT NARRATIVE

(Use specific wording as stated in original Exhibit A description or a previously approved amendment request.)

Change From: _____

Change To: _____

Effect on Project: _____

CA2E047, eff. 4/2013; Rule 1T-1.039

III. PROJECT BUDGET A. INCOME

CHANGE FROM		CHANGE TO
_____	Cultural Facilities Program (this grant)	_____
	<i>Matching Funds:</i>	
_____	Total Private Support	_____
_____	Total In-kind Private Support	_____
_____	Total Corporate Support	_____
_____	Total In-kind Corporate Support	_____
_____	Total Local Government Support	_____
_____	Total In-kind Local Government Support	_____
_____	Applicant Cash	_____
_____	TOTAL PROJECT INCOME	_____

CHANGE FROM			CHANGE TO	
MATCH	STATE		MATCH	STATE
_____	_____	Land Acquisition	_____	_____
_____	_____	Building Acquisition	_____	_____
_____	_____	Architectural Services	_____	_____
_____	_____	General Requirements	_____	_____
_____	_____	Site Construction	_____	_____
_____	_____	Concrete	_____	_____
_____	_____	Masonry	_____	_____
_____	_____	Metals	_____	_____
_____	_____	Wood and Plastic	_____	_____
_____	_____	Thermal and Moisture Protection	_____	_____
_____	_____	Doors and Windows	_____	_____
_____	_____	Finishes	_____	_____
_____	_____	Specialties	_____	_____
_____	_____	Equipment	_____	_____
_____	_____	Furnishings	_____	_____
_____	_____	Special Construction	_____	_____
_____	_____	Conveying Systems	_____	_____
_____	_____	Mechanical	_____	_____
_____	_____	Electrical	_____	_____
_____	_____	TOTAL PROJECT EXPENDITURES	_____	_____
		(Should equal Total Project Income)		

CA2EO47, eff. 4/2013; Rule 1T-1.039

IV. OTHER CHANGES (i.e., Project dates [ex: encumbrance & expenditure dates], Grant Extension Requests.)

CHANGE FROM: _____

CHANGE TO: _____

REASON(S) FOR CHANGE: _____

Signature of Authorized Official

Typed Name and Date

Title

FOR DIVISION OF CULTURAL AFFAIRS USE ONLY

Change No. _____

Approved: Yes _____ No _____

Approved: Yes _____ No _____

Date: _____

Date: _____

Grants Officer

Director, DCA

DIVISION OF CULTURAL AFFAIRS
CULTURAL FACILITIES PROGRAM

REQUEST FOR WARRANT

To:

Name of Payee

Address

City, State Zip

ATTN:

Grant Number: Federal Employer ID Number:

Total Grant Amount _____

Prior Payments _____

Balance to Date _____

THIS PAYMENT _____

Balance Remaining _____

(DCA use only)

Fund ID		Category		
Enc.#		Pay. #		
Vendor ID		Inv.#		
ORG	EO	OBJECT	CFI	AMOUNT
Description				
BF ORG		BF EO		BF Obj
Date Inv. Rc'd		Date Goods Insp. -----		BF Cat
Date Goods Rc'd -----		Start Date		

CA2E001, eff. 7/08; Rule 1T-1.001

Agenda Memorandum – *City of Inverness*

DATE: November 26, 2014
ISSUE: WRPC Board Appointment
FROM: City Clerk Davis
CC: City Manager DiGiovanni
ATTACHED: Correspondence from WRPC – Dated 11/6/14

The Withlacoochee Regional Planning Council (WRPC) requires that municipal officials of Citrus County appoint one elected official to represent the municipalities within Citrus County. We have traditionally rotated the representation with the City of Crystal River for some time. At the request of the City of Crystal River, Inverness (Councilman Hinkle), has been representative since November of 2010. Crystal River representatives have again requested that Inverness remains as representative for the upcoming year, and will readdress next year to determine if they have a councilmember interested in serving on the board.

Inverness City Council members will need to determine to have Councilman Hinkle remain as representative or appoint another member to replace him.

Recommended action:

Determine who shall serve and motion, second and vote to appoint Councilmember _____ as Municipal Representative on the Withlacoochee Regional Planning Council for a term beginning December 11th, 2014 and ending December 10, 2015.



Deborah Davis, City Clerk

MICHAEL R. MOEHLMAN
EXECUTIVE DIRECTOR

1241 S.W. 10TH Street
OCALA, FLORIDA 34471-0323

Telephone 352-732-1315
FAX 352-732-1319
email: mailbox@wrpc.cc
Http://www.wrpc.cc



OFFICERS

DENNIS DAMATO
CHAIR

MARTHA HANSON
VICE-CHAIR

JAMES ADKINS
SECRETARY

November 6, 2014

The Honorable Mayor Bob Plaisted
City of Inverness
212 W. Main Street
Inverness, FL 34450

Dear Mayor Plaisted:

It is necessary for municipal officials within your County to select one elected official to represent the municipalities of your county on the **Withlacoochee Regional Planning Council** for a term beginning December 11, 2014 and ending on December 10, 2015.

Your current representative is Councilman Ken Hinkle of the City of Inverness.

You need to contact other municipalities and towns in your County to select a representative for the coming year. An appointment needs to be made as soon as possible, as new appointments are eligible to be sworn in at the December 11, 2014 Annual Meeting.

When you have agreed on an individual, please send the name of your representative.

If you have any further questions, please contact me.

Sincerely,

Michael R. Moehlman
Executive Director

MRM:gr

cc: City of Crystal River

Agenda Memorandum – *City of Inverness*

DATE: November 26, 2014
ISSUE: User Fee Resolution – Whispering Pines Park
FROM: City Manager
CC: City Clerk, Sheri Chiodo, Betty Pleacher
ATTACHED: Memo by Betty Pleacher
Resolution

Whispering Pines Park is a beautiful, well received, respected park facility that returns a high value to the public. The park positively affects real and perceived property values of the area, and the multi-faceted complex is widely utilized and meets the general needs of the community – city and beyond – at large.

At 280+ acres, the park is heavily used, but never appears or feels crowded. The ample space represents a balance between man and nature that requires a sufficient funding level to maintain equipment, the pool, court areas, trails, camp site, lighting systems, turf facilities and buildings, in proper repair. Maintenance efforts are never complete and constantly performed. The outcomes are positive, but the Park requires additional funding that may partly be found in adjustments to user fees to certain facilities.

The enclosed Resolution, addresses an adjustment to entrance fees for aquatics, individual and annual family passes, and furthers pricing differentials for residents of the City and beyond.

What's presented has been carefully prepared to maintain a high level of affordability, and designed to help capture operational costs for maintenance intensive areas.

Recommended Action –

1. Motion, second and vote to read the Resolution by title
 - a. City Clerk reads Resolution title
2. Deliberate points of consideration and proposed fees
3. To proceed, motion and second to adopt the Resolution by roll-call.


Frank DiGiovanni

Administrative Offices
212 West Main Street, Inverness Florida 34450
www.Inverness-FL.gov

MEMORANDUM

November 21, 2014

To: Frank DiGiovanni, City Manager
Eric Williams, Assistant City Manager

From: Betty Pleacher, Aquatics Coordinator

CC: Debbie Davis, City Clerk
Cheryl Chiodo, Finance Director

In 2009 action was taken by the Inverness City Council to modify the Parks and Recreation Ordinance, removing the fee schedule and authorizing that fees/charges be imposed by Resolution. The ordinance was amended and a Resolution establishing fees and charges for pool, the use of other City park facilities and special fees.

In order to capture costs associated with the Junior Olympic swimming pool, picnic pavilions, shade shelters, youth camp and other amenities, the following amendments to existing fees and new fees are proposed by Resolution.

FEES AND CHARGES FOR USE OF THE CITY'S FACILITIES

Pool Daily Admissions	Existing Fee (Resident/Non Resident)	Proposed Fee (Resident/Non Resident)
4 years of age and under	Free	Free
5 – 12 years of age Weekday admittance	\$2.00	\$3.00
Senior +60 Weekday admittance	\$2.00	\$3.00
Observer	\$2.00	\$3.00
 Pool Memberships – One Month Pass		
Family	\$50	\$50/\$65
Individual	\$30	\$30/\$40
Senior 60+	\$20	\$20/\$25
 Pool Memberships – Summer Pass (May 25-August 16)		
Family	\$75	\$75/\$85
Individual	\$40	\$40/\$50
Senior 60+	\$30	\$30/\$35
 Pool Memberships – Season Pass (March – November)		
Family	\$110	\$110/\$125
Individual	\$60	\$60/\$70
Senior 60+	\$55	\$55/60
 Water Fitness:		
Daily Admission	\$4	\$4
Monthly Pass	\$35	\$40
Water Fitness Contractual Fee	70/30%	60/40%

Note: there is no price differential between resident/non-resident in **pool daily admissions**.

Pool Rentals:	Existing Fee (Resident/Non Resident)	Proposed Fee (Resident/Non Resident)
Two Hour Rental for Residents	\$100	\$125/\$175
Swim Lessons:		
American Red Cross Certified Classes	\$35	\$40
Facility Rentals:		
WPP - Green Shade Structure	\$30	\$30/\$45
WPP - Yellow Shade Structure	\$30	\$30/\$45
WPP - Entire Pavilion Rental	\$75	\$75/\$95
WPP – Pavilion Half Rental	\$30	\$30/\$45
WPP – Recreational Building	\$75	\$75/\$80
Liberty Park – Gazebo	\$75/\$100	\$75/\$110
Liberty Park – Pavilion #1	\$30/\$50	\$30/\$60
Liberty Park – Pavilion #2	\$30/\$50	\$30/\$60

The fee for City resident will stay the same

Youth Camp

Whispering Pines Park Youth Camp (Friday – Sunday)	FREE	\$25 per group
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Hilltopper Swim Team

Monthly pool use fee	\$38	\$40
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I respectfully request that the enclosed Resolution be presented at the December 2, 2014 meeting.

If additional information is necessary, please contact me at your convenience.

Betty J. Pleacher
Aquatics Coordinator

RESOLUTION 2014-29

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, AMENDING FEES AND CHARGES FOR THE USE OF THE CITY'S FACILITIES; AMENDING FEES AND CHARGES FOR THE POOL ADMISSION, POOL MEMBERSHIP AND ESTABLISHING NEW FEES FOR USE OF THE CITY'S FACILITIES AT WHISPERING PINES PARK AND LIBERTY PARK

WHEREAS, the CITY OF INVERNESS, FLORIDA operates city parks and other municipal facilities for the benefit of the public, and

WHEREAS, the CITY OF INVERNESS, FLORIDA recognizes the benefits of providing the public parks and facilities, and

WHEREAS, the CITY OF INVERNESS, FLORIDA establishes fee schedules for the use of such parks and facilities,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the CITY OF INVERNESS, FLORIDA in regular session this _____ day of December 2014, as follows providing for an effective date of January 1, 2015:

FEES AND CHARGES FOR USE OF THE CITY'S FACILITIES

Pool Daily Admissions	Existing Fee (Resident/Non Resident)	Proposed Fee (Resident/Non Resident)
4 years of age and under	Free	Free
5 – 12 years of age Weekday admittance	\$2.00	\$3.00
Senior +60 Weekday admittance	\$2.00	\$3.00
Observer	\$2.00	\$3.00
 Pool Memberships – One Month Pass		
Family	\$50	\$50/\$65
Individual	\$30	\$30/\$40
Senior 60+	\$20	\$20/\$25
 Pool Memberships – Summer Pass (May 25-August 16)		
Family	\$75	\$75/\$85
Individual	\$40	\$40/\$50
Senior 60+	\$30	\$30/\$35
 Pool Memberships – Season Pass (March – November)		
Family	\$110	\$110/\$125
Individual	\$60	\$60/\$70
Senior 60+	\$55	\$55/\$60

Water Fitness:

Daily Admission	\$4	\$4
Monthly Pass	\$35	\$40
Water Fitness Contractual Fee	70/30%	60/40%

Note: there is no price differential between resident/non-resident in **pool daily admissions**

Pool Rentals:

	Existing Fee (Resident/Non Resident)	Proposed Fee (Resident/Non Resident)
Two Hour Rental for Residents	\$100	\$125/\$175

Swim Lessons:

American Red Cross Certified Classes	\$35	\$40
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Facility Rentals:

WPP - Green Shade Structure	\$30	\$30/\$45
WPP - Yellow Shade Structure	\$30	\$30/\$45
WPP - Entire Pavilion Rental	\$75	\$75/\$95
WPP – Pavilion Half Rental	\$30	\$30/\$45
WPP – Recreational Building	\$75	\$75/\$80
Liberty Park – Gazebo	\$75/\$100	\$75/\$110
Liberty Park – Pavilion #1	\$30/\$50	\$30/\$60
Liberty Park – Pavilion #2	\$30/\$50	\$30/\$60

The fee for City resident will stay the same

Youth Camp

Whispering Pines Park Youth Camp (Friday – Sunday)	FREE	\$25 per group
----------------------------------------------------	------	----------------

Hilltopper Swim Team

Monthly pool use fee	\$38	\$40
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Definitions:

Resident – Resident is defined as a person (individual) who legally resides in the municipal boundary of the City of Inverness. To qualify for a resident rate proof of residency will be required. By example, residency may be verified by producing a currently active utility bill that shows the person’s name and residential address in the City of Inverness, or a current City of Inverness Water/Sewer Contract with a City resident address; a valid driver’s license or official I.D. that shows a City of Inverness address; or a current Voter Registration with a City of Inverness resident address or a Citrus County Property Tax Assessment notice/receipt with a City of Inverness resident address.

Non-Resident – A non-resident is defined as a person who does not qualify as a City resident of Inverness.

CITY OF INVERNESS, FLORIDA

By: _____
Ken Hinkle
Council President

ATTEST:

Deborah Davis
City Clerk

Agenda Memorandum – *City of Inverness*

DATE: November 26, 2014
ISSUE: Citrus County Economic Development Council Correspondence –
City Participation
FROM: City Manager
CC: City Clerk
ATTACHED: Letter by EDC
EDC Membership/Participation Matrix

Reference is made to attachments.

The tenure of the longest serving member of the EDC has ended.

This is brought to City Council to formalize that the EDC has changed and the City of Inverness is not represented, and secondly, to provide the opportunity for City Elected Officials to comment on future representation.

Recommended Action –

No formal action is requested; however, if City Council finds it desirable to continue on the Board of the Economic Development Council, a financial appropriation will be necessary. Entry level categories are indicated at \$1,000 and \$2,500 per annum, but require an elective process to be on the Board. The categories titled corporate or leadership come at a cost of \$5,000 and \$10,000 per years, and seem to guarantee board placement.


Frank DiGiovanni

Administrative Offices
212 West Main Street, Inverness Florida 34450
www.Inverness-FL.gov



106 W. Main St.
Inverness, Florida 34450
Phone: (352) 795-2000
Website: www.citrusedc.com

Joe Meek – President
Michael Bays – President Elect
John Siefert – Past President
Paul Mellini – Treasurer
Gene Davis – Secretary

November 25, 2014

Frank DiGiovanni
City of Inverness
212 W. Main Street
Inverness, FL 34450

Dear Frank,

As you know, the EDC Board voted to go private as of January 1, 2015 and reorganize the board for private sector voting members. Our last board meeting with our existing structure was November 13, 2014 as we do not have a board meeting in December.

I would like to thank you for your dedication and service as an EDC Board Member. We also look forward to your continued support of the new EDC Organization as we continue our work to create an environment that supports good paying jobs in Citrus County

Sincerely,

Don Taylor
Executive Director

*Frank -
Thanks for your help in the
past and look forward to our
good working relationship on
projects in the future.*

A handwritten signature in black ink, appearing to read 'Don', located at the end of the handwritten note.



2015 Citrus EDC Investment Levels

Investor Benefits	Ambassador \$250	Entrepreneur \$1,000	Business \$2,500	Corporate \$5,000	Leadership \$10,000+
Board Membership					
• One Seat on Board of Directors				•	•
• Eligible for Seat on Board through election process		•	•		
• Eligible for Seat on Executive Committee through election process			•	•	•
Annual Industry Appreciation Month EDC BBQ					
• 8 Tickets					•
• 6 Tickets				•	
• 4 Tickets			•		
• 2 Tickets		•			
Annual Industry Appreciation Month Awards Luncheon					
• Reserved Table for 8					•
• Reserved Seating for 4				•	
Quarterly Newsletter on EDC Activities	•	•	•	•	•
Recognition in Annual Report					
• Company Name & Logo in Report					•
• Company Name in Report	•	•	•	•	
Marketing					
• Company name listing on website	•	•	•	•	•
• Company logo displayed at all EDC events				•	•
• Company Logo, Video, & hot link on website landing page					•
• Company Logo on Business Recruitment Materials					•
• Company logo on EDC Letterhead					•
• VIP Event Invitations					•

Citrus County Economic Development Council
 106 W. Main St.
 Inverness, FL 34450
 352-795-2000
 www.citrusedc.com





2015 Citrus EDC Investor Application

Email: ardash@citrusedc.com • Mail: Citrus County EDC, 106 W. Main St., Inverness, FL 34450

Business Name: _____

(please indicate information exactly as it should appear in all EDC publications & listings)

Main Phone	Fax Number	Alternate Phone	Cell Phone
Main Email Address		Company Website Address	
Physical Address with ZIP Code		Mailing Address with ZIP Code (if different from physical)	
PRIMARY Representative (for main email & contact) Name: _____ Title: _____ Additional Information on PRIMARY Representative: _____		Additional Representatives: Name: _____ Email: _____ Name: _____ Email: _____	
Please indicate Investment Level			
LEADERSHIP \$ _____ CORPORATE \$ _____ BUSINESS \$ _____ Entrepreneur \$ _____ Ambassador \$ _____			
Check / Cash _____ Credit Card _____ Card Type _____ Name on Card _____			
Card No. _____ Expiration Date _____ CVC Code _____ (4 digits on front for AMEX)			

**Thank you for your investment
in the business future of Citrus County**

For questions and more information: 352-795-2000

