

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
November 5, 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) INVOCATION, PLEDGE OF ALLEGIANCE AND ROLL CALL**
 - 2) PLEASE SILENCE ELECTRONIC DEVICES**
 - 3) ACCEPTANCE OF AGENDA**
 - 4) PUBLIC HEARINGS**
 - 5) OPEN PUBLIC MEETING**
The public is invited to express opinion on any item for this meeting or pending action at a future meeting of City Council.
 - 6) PRE-SCHEDULED PUBLIC APPEARANCES**
 - 7) MAYOR'S LOCAL ACHIEVEMENT AWARDS**
 - a) Proclamation Presentation - "Farm-City Week"*
- 4

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

8) CITY ATTORNEY REPORT

- 5 - 10 a) Proposed Land Procurement Ordinance Repeal - 1st Reading*

9) CONSENT AGENDA

- 11 a) Bill Listing *

Recommendation - Approval

- 12 - 17 b) Council Minutes - 10/21/14 *

Recommendation - Approval

- 18 - 19 c) Proclamation - "National Hospice and Palliative Care Month"

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

- 20 - 21 a) Surplus Property Disposal*

- 22 b) Bid Recommendation - Grounds Maintenance

- 23 - 30 c) Cooter Pond Aquatic Weed Grant*

- 31 - 46 d) Parking Ordinance - 1st Reading*

- 47 - 70 e) Auditor Contract*

- f) Valerie Theatre Update (verbal)

- g) Other

11) COUNCIL/MAYOR SUBJECTS

12) NON-SCHEDULED PUBLIC COMMENT

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
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November 5, 2014 - 5:30 PM**

13) ADJOURNMENT

a)

DATES TO REMEMBER

Veteran's Day Parade

Tuesday, November 11, 2014 at 10:00am

Hwy 41/44 & Downtown Inverness

Farm City Festival (in conjunction with the Inverness Farmers Market)

Saturday, November 15, 2014 from 9:00am - 2:00pm

Liberty Park

Inverness City Council Regular Meeting

Tuesday, November 18, 2014 at 5:30pm

Inverness Government Center

Inverness Grand Prix & Motorsports Festival

Friday, November 21, 2014 - Car Cruise In from 6:00pm - 10:00pm

Rock the Block Big Engine Concert from

7:00pm - 10:00pm

Saturday, November 22, 2014 - Races, Motorsports vendors and more
from Noon - 6:00pm

PROCLAMATION

WHEREAS, Florida farmers and ranchers help feed the world by producing a bounty of nutritious foods. To do this, they rely upon essential partnerships with urban and suburban communities to supply, sell and deliver finished products to consumers across the U.S. and around the globe; and

WHEREAS, Rural and urban communities working together have built our nation's rich agricultural resources so that they contribute to the health and well-being of our country and to the strength of our economy; and

WHEREAS, During National Farm-City Week, we recognize the importance of this cooperative network. Agriculture employs more than 2 million workers, including farmers and ranchers, shippers, processors, marketers, retailers, truck drivers, inspectors and others who annually contribute an annual impact of \$104 billion to Florida's economy; and

WHEREAS, As they perform their daily work, farmers and ranchers preserve freshwater recharge area, wildlife habitat and greenspace. Consumers help farm families maintain their superior natural resource conservation practices by purchasing Florida agricultural; and

WHEREAS, Farm-City Week activities celebrate the mutually beneficial relationships that support the quality of life we all enjoy. This week, as we gather with family and friends around the Thanksgiving table, we count these relationships among our many; and

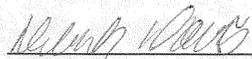
WHEREAS, We commend the many Floridians whose hard work and ingenuity provide us with food abundance and reflect the true spirit of our state and nation.

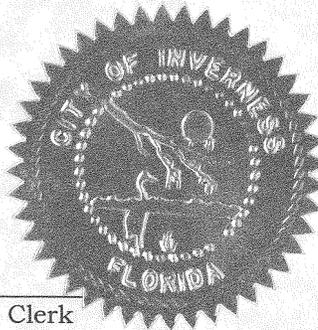
NOW THEREFORE, I, Bob Plaisted, Mayor of the City of Inverness, Florida, do hereby proclaim **November 21-27, 2014**, as

"FARM-CITY WEEK"

And call upon all citizens to acknowledge and celebrate the achievements of all those who, working together, produce and supply our community, our nation, and the world with an abundance of agricultural products.

ATTEST:


Deborah Davis, City Clerk




Bob Plaisted, Mayor
City Council of Inverness

Agenda Memorandum – *City of Inverness*

DATE: October 29, 2014
ISSUE: Land Procurement Ordinance Repeal
TO: ELECTED OFFICIALS
FROM: City Manager DiGiovanni
CC: City Clerk Davis
ATTACHED: City Attorney Haag correspondence dated 10/02/14
Ordinance 2014-208

This past September, City Council adopted Ordinance 2014-705, to identify procedures to acquire real property. All parts of the Ordinance were favorable and adopted, but a coding error placed the new ordinance it as part of City Charter Section 5.22, and not the City Code of Ordinances where it belongs. (The City Charter may only be amended by a vote of the people.)

To correct the situation and new Ordinance is enclosed that repeals the previously adopted ordinance and to adopt the ordinance in the proper location. The new Ordinance is codified as 2014-708 to repeal Ordinance 2014-705, and which references City Code Section 2.74.

City Attorney Haag further recommends, and I agree, to (eventually) bring the matter before City Electors, as a ballot measure, to modify the Charter, and combine both Sections to place all parts of Real property acquisition in one place in the Charter.

The City Attorney additionally recommends that the City address current Charter language that requires “two appraisals”, again by ballot measure to the Electors, to require one or more appraisals. The rationale being that in situations of a Special Assessment or Code Enforcement Foreclosure activity, etc., the sale of “property” would not bring an amount substantial enough to off-set the cost of two appraisals.

At this time no action is currently necessary for what’s suggested, with the exception of the Repeal of Ordinance 2014-705.

Recommended Action –

1. Motion, second and vote to have the City Clerk read Ordinance 2014 – 08 by title only for the 1st reading .
 - a. City Clerk reads Ordinance by title
2. To proceed, motion and second to approve the Ordinance on the first reading by roll call vote.


Frank DiGiovanni

HAAG, FRIEDRICH & WILLIAMS, P.A.
452 PLEASANT GROVE ROAD
INVERNESS, FL 34452
(352) 726-0901- TELEPHONE
(352) 726-3345 – FACSIMILE

MEMORANDUM

TO: City Council
FROM: Larry M. Haag, Esq.
RE: Scrivener's Error in Ordinance No. 2014-705
DATE: October 2, 2014

In September, the Council considered and adopted Ordinance No. 2014-705, dealing with procedures for the acquisition of real property by the City for municipal purposes. Inadvertently, the Ordinance placed the adopted language in Section 5.22 rather than creating a new Section 2.74. The original reference is actually a portion of the Charter which cannot be amended by the Council without a vote of the electors within the City. Therefore, a new Ordinance needs to be adopted which would repeal Ordinance No. 2014-705 and reference a new Section 2.74.

It would be my recommendation that at the next election we combine the language of the new Ordinance with language which is in the City Charter that deals with the sale of City property. In that fashion, all issues relating to real property will be in one place and easy to find when dealing with City property issues. We may wish to also address the language in the

Page 2 of 2 Pages
Memo to City Council
Re: Scrivener's Error in Ordinance No. 2014-705
October 2, 2014

current Charter requiring two appraisals. I believe that the City should require one or more appraisals. Frequently, municipal governments end up with surplus lands, due to special assessment foreclosures, code enforcement foreclosures and other reasons, the sale of which would not bring a substantial amount of revenue to the City and we could find ourselves in a situation where the cost of the appraisals are far more than the property is worth. Therefore, we may wish to consider similar language to what is being proposed in the current Ordinance as it relates to the disposal of City property as well.

RECOMMENDATION: Adopt Ordinance on first reading.

LMH/ss

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

WHEREAS, the City Council wishes to adopt by Ordinance the procedures it uses for the acquisition of real estate necessary for Municipal purposes; and,

WHEREAS, the City wishes to adopt an alternative purchasing procedure separate and apart from Section 166.045, whereby the actions of the City in acquiring real property will be transparent and open to the public.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Inverness, Florida, as follows:

Section 1. Ordinance No. 2014-705 is hereby repealed.

Section 2. The Code of Ordinances of the City of Inverness are hereby amended to include in Chapter 2 a new Section 2.74, entitled "Purchase of Real Property", which shall read as follows:

"Section 2.74. Purchase of Real Property.

- (a) It is the intent of the City Council that all future land acquisitions be made by the following procedures set forth in this section unless the City Manager determines to use the procedures set forth in Florida Statute 166.045. The procedures set forth below shall not apply to land acquisitions utilizing the powers of eminent domain as provided in Chapters 73 and 74 and Section 166.401, et. seq., Florida Statutes, or other general or special law.

- (b) When the City seeks to acquire real property, the City Manager is hereby empowered to obtain an option contract with the Seller of the desired lands. For purposes of this section, the term "option contract" means a proposed agreement by the municipality to purchase a piece of property subject to approval of the City Council at a regular or special called public meeting. When the value of the real property exceeds \$50,000.00 in value but is not in excess of \$200,000.00, the City Manager shall obtain a cost market analysis prior to presenting the contract to the City Council. Said cost market analysis may be utilized by the City Council in determining the advisability of purchasing the real property under consideration. For parcels of land to be acquired which exceed \$200,000.00, the City Council shall obtain at least one appraisal prepared by a member of an appraisal organization which has been approved by the Governor and Cabinet pursuant to F.A.C. Rule 18-1.007 or be a state certified general appraiser as defined in Florida Statute Section 475.611.

Section 3. SEVERABILITY

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

Section 4. INCLUSION IN THE CODE OF ORDINANCES

The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the City of Inverness as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code of Ordinances.

Section 5. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its adoption.

Upon motion duly made and carried on first reading, the foregoing ordinance was approved on the _____ day of _____, 2014.

Upon motion duly made and carried on second reading, the foregoing ordinance was adopted on the _____ day of _____, 2014.

CITY OF INVERNESS, FLORIDA

By: _____
KEN HINKLE, President

ROBERT PLAISTED, Mayor

ATTEST:

DEBORAH DAVIS, City Clerk

Approved as to form and content:

LARRY M. HAAG, City Attorney

10/29/2014 13:00
ekirkland

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 11/05/14
			TOTALS FOR ANGELO'S CARTS		150.00
			TOTALS FOR AT & T MOBILITY NATIONAL ACCOUNTS LLC		404.45
			TOTALS FOR CEMEX INC		3,338.97
			TOTALS FOR FLORIDA PUBLIC UTILITIES COMPANY		130.41
			TOTALS FOR EMBARQ FLORIDA, INC		165.24
			TOTALS FOR CIT TECHNOLOGY FINANCIAL SERVICES		513.97
			TOTALS FOR CITRUS COUNTY / DPW		50.27
			TOTALS FOR CITRUS COUNTY CHRONICLE		4,130.00
			TOTALS FOR CITRUS COUNTY UTILITIES		43.56
			TOTALS FOR CITRUS WATERCOLOR CLUB		144.99
			TOTALS FOR DUKE ENERGY		5,755.59
			TOTALS FOR FLORIDA AIR SERVICES		1,017.00
			TOTALS FOR INVERNESS SHELL INC		107.00
			TOTALS FOR KIMLEY-HORN AND ASSOCIATES, INC		937.50
			TOTALS FOR MANN-ICURE LAWN SERVICE AND LANDSCAPING		1,350.00
			TOTALS FOR OFFICE DEPOT INC		203.05
			TOTALS FOR B-III, INC		957.60
			TOTALS FOR PEAK SOFTWARE		1,318.00
			TOTALS FOR REAL ESTATE RESEARCH CONSULTANT INC		3,400.00
			TOTALS FOR SAND/LAND OF FL ENTERPRISE INC		160.00
			TOTALS FOR SEVEN NATIONS INC		1,075.00
			TOTALS FOR STEVE CHMURA PLUMBING INC		108.00
			TOTALS FOR STYPE TERMITE CONTROL		1,045.00
			TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC		14,455.52
			TOTALS FOR TOP HAT INC. PEST CONTROL AND LAWN CARE		240.00
			TOTALS FOR UNIFIRST CORPORATION		101.32
			TOTALS FOR WESCO TURF INC		197.61
			REPORT TOTALS		41,500.05

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

October 21, 2014
5:30 PM

The City Council of the City of Inverness met on the above date in Regular Session at 1 Courthouse Square, Inverness, FL (Historic Courthouse) 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 Tonya William, Asst. City Manager Williams, Public Works Director Cottrell, Woodard & Curran Director Mike Regina, and City Clerk Davis.

The Invocation was performed by Councilman Ryan and the Pledge of Allegiance was led by the City Council.

ACCEPTANCE OF AGENDA

Councilwoman Hepfer motioned to accept the Agenda as presented. Seconded by Councilwoman Bega. The motioned carried.

PUBLIC HEARINGS

None

OPEN PUBLIC MEETING

None

PRE-SCHEDULED APPEARANCES

Michael Regina, Woodard and Curran addressed Council to speak of the recent award the City and Woodard and Curran received from the Florida Water & Pollution Control Operators Association. The Inverness Waste Water Treatment Facility was selected by the Florida Water and Pollution Control Operators Association Safety Award, in the "Wastewater C" Category. He recognized John Sowka, Waste Water Operations Manager, who offered a first class nomination package, and on August 13th, 2014, accepted this award.

MAYOR'S LOCAL ACHIEVEMENT AWARDS

Mayor Plaisted presented a Proclamation for "National American Indian Heritage

Month” to members of the Daughters of the American Revolution, Jodi Holder, Carolyn Ohlmeyer, Susan Carvajal, Bev Gentry, Karen Franklin, and Kathe Eckland.

Mayor Plaisted also presented Mary Lee Cubbison, from Anti-Drug Coalition of Citrus County a Proclamation for “Red Ribbon Week”.

CITY ATTORNEY REPORT

None

CONSENT AGENDA

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

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 10/07/14*
 - Recommendation – Approval
- c) Proclamation – “Farm-City Week”
 - Recommendation – Approval

President Hinkle noted that Farm-City Week is coming up November 21- 27th , and there will be an event at Liberty Park on November 15th , promoting how agriculture affects us and showing what the local farmers accomplish, and to be included with the Farmers Market.

CITY MANAGER’S REPORT

10)a) Citrus Memorial – Easement (Wayfind Signs) was addressed by City Manager DiGiovanni. He explained that the Wayfind Sign program is part of the Downtown Redevelopment, and the successful expansion into areas of the Central Business District. The proper location of signage is critical, which requires that we seek an easement with CMH to locate and install a Wayfind Sign directly across Main St. HWY 41/44, from the Inverness Government Center, on the Citrus Memorial Hospital (CMH) Annex property. Be advised that the matter has been fully executed by CMH, and will require City Council approval to move forward. Once finalized, sign installment will commence.

Councilman Ryan motioned to approve the enclosed Access, Maintenance, and Construction Easement, and authorize the Council President to execute the Easement Agreement. Seconded by Councilwoman Hepfer. The motion carried unanimously.

10)b) Citrus United Basket was addressed by City Manager DiGiovanni who advised that we were contacted by Citrus United Basket (CUB) with regard to the property (103 & 105 Mill Ave) which is no longer needed. The property was leased with us by Citrus County since 2003. CUB has recently purchased property off US 41 N. and constructed a new facility for their primary operation, therefore there is no longer a need for them to

lease the property at 103 & 105 Mill Ave. It is recommended that we terminate the lease, and provide notice to option out to the County.

Councilwoman Bega motioned to authorize the City Manager to take the appropriate steps to properly provide notice to the County Government to terminate the lease for the property commonly known as 103 and 105 Mill Ave. Seconded by Councilwoman Hepfer. The motion carried unanimously.

10)c) Medical Marijuana was addressed by City Manager DiGiovanni. He noted with the upcoming Amendment on the ballot in November, it would be good to provide information and a forum for Elected Officials to express the type and level of authorization and regulation they would like us to achieve in developing ordinance language to regulate the product, provided it passes. A general understanding of the type regulations that would be preferred, with respect to cultivating processing, storing, dispensing and the sale of medical marijuana in Inverness, is needed. The goal is to bring forward an ordinance for adoption in January 2015. They need to keep in the forefront, that this is not the legalization of marijuana, but a medically determined use of a product found to be beneficial as a pain killer for medication, to aid with the negative side effects to chemotherapy, etc.

Councilwoman Hepfer stated that this is about medication that helps with the effects of illness. We don't know what Tallahassee will do, and questioned what we are expected to do as a city.

Mayor Plaisted stated that this should be discussed legislatively. He has no problem with medical marijuana, to help people deal with pain, but was not in favor of it being attached to the Constitution to the State of Florida.

Councilwoman Bega stated that she agreed with it not being attached to the constitution and for being used for medical purposes. She stated that she didn't think Legislature is ready for this, and doesn't feel it is ready to be legalized. It is very entangled in being medically usable, and is on the edge of not being right. The City's main concern would be to determine where we allow stores to be and what would the ordinance for zoning and permitting be. This is bigger than that.

Councilman Ryan agreed with what has been stated. If it does pass, the Federal Government will have to fall in line with the State because more and more states are approving this and it does have a medical benefit. He agrees that we need to look into where we would allow it. In reviewing other cities that have ordinances on this, they treat it the same as alcohol, where it can't be within a certain distance from schools, churches ,etc. If it does get approved we should treat it similar.

Councilman McBride stated we are a bit premature and should wait till we get the election results. In the mean time we should be thinking about this and he has a lot of major concerns about it going to be implemented.

President Hinkle stated this to be a very complex issue and goes back to prohibition days. Medical marijuana does have its uses, but there are too many questions out there and doesn't feel it should be attached to the Constitution. He had concerns as to where would we dispense it, and how would we handle employees using the drug? We should wait till after the election to discuss work on the ordinance.

No action was taken.

10)d) Utility Service Area (verbal) was addressed by City Manager DiGiovanni who updated Council on the status of our current service to all of Golden Terrace, and the known fact that Inverness desires to purchase Foxwood Utility Water System, as well as Golden Terrace and Rosemont/Rolling Greens systems inclusive. At the recent meeting of County Commission Meeting he learned that county staff presented false information to the Commissioners, which will disrupt the City's customer base by unilaterally terminating City Utility service to the Golden Terrace subdivision and penetrating the City Service Area. They plan on running water lines from a plant on Hwy 486, some 18 miles away. He advised of the correspondence immediately sent to Acting County Administrator Jeff Rogers, advising him of this serious issue.

Councilwoman Bega wished to clarify that the County is looking to expand their service area into our service area. City Manager DiGiovanni confirmed and added that they are running lines from a plant on 486, 15-18 miles away, which was built for the west side of the County.

Mayor Plaisted spoke of the 9 Point Agreement, the water line situation, and about doing the right thing.

Councilwoman Bega stated that it would be good for the residents to know of this, as there is a huge rate difference between the City and County, and it will affect their rates.

Councilman McBride stated that he could not understand why the County would have such a cavalier attitude toward the city, and how it's not in their best interest, whether you're talking about tipping fees or utilities. We need to get through this election and hopefully begin working with people who are interested in working with us for the betterment of all.

President Hinkle noted that he had conversation with Commissioner Meek recently at the public forum, speaking about the 9 Point Agreement, and how the county needed to work with us.

City Manager DiGiovanni additionally reported on the following:

- Spoke to the HCA (Regional Hospital) how it's been in a state of flux for years, and closure will bring stability and enable us to have a positive, meaningful conversation going forward. Everyone awaits closure of the Lease Purchase, and hoping for it to be within the next few months.
- He spoke to the Cooter Festival and how it is another way to generate an economic engine, and is doing a great job to internalize money in Citrus County. We are bringing people into Inverness and this will be a great event, which started eleven years ago on the Daily Show with John Stewart.
- Landfill Fees – Noted what we went through to get better rates @ \$45/ton, and through a bid process. Subsequent to us going through this process, County Government has changed their landfill rates and has given Crystal River a \$36/ton rate. Had they given us that rate, we would still be paying tipping fees to the Citrus County. You have to ask, why Crystal River was quoted \$36/ton and the City of Inverness \$45/ton. He spoke to recycling and the great contract we have with the largest and highly respected company, Waste Management. The marketing for recycling is

terrible locally and nationally, however Waste Management is global and is very successful with this.

COUNCIL/MAYOR SUBJECTS

Councilman McBride advised of his attendance at the MPO meeting in Brooksville today, and advising that they passed the 2040 Draft of the Cost Affordable Long Range Transportation Plan. The Transportation Improvement Plan and the Transit Development Plan, will be available for public comment, and then come back to the MPO for any changes or passage. The next MPO meeting will be Dec. 9th.

Councilwoman Bega spoke of looking forward to Cooterfest and all the events, and getting her costume ready for Cooterween.

Mayor Plaisted is looking forward to upcoming Cooterfest. Noted that Paige's Hamburger Restaurant is moving to where Peppermint Patties Restaurant was on Hwy 41. He understands that a Bakery will be moving into downtown where Angelo's Pizzeria is. Good things are happening.

Councilman Ryan spoke to attending the Thunder Car Show last week. He noticed the comments/editorials in the paper on the MSB & 1 cent sales tax, and how it seems that Inverness City Council has been on forefront of leading the charge against these things.

Councilwoman Hepfer asked that everyone pray for good results in November election, and was looking forward to Cooter Fest.

Councilman Hinkle - Try to build bridges with the County. Would really like to get all these interlocal agreements done properly. We represent the whole county and not just Inverness. Noted all the Inverness events going on and this is where people come. Looking forward to HCA coming to Inverness and will be a big plus to us in the coming years due to taxes. Our goal is to leave this place a great place, and will long after we are gone.

CITIZENS NOT ON AGENDA

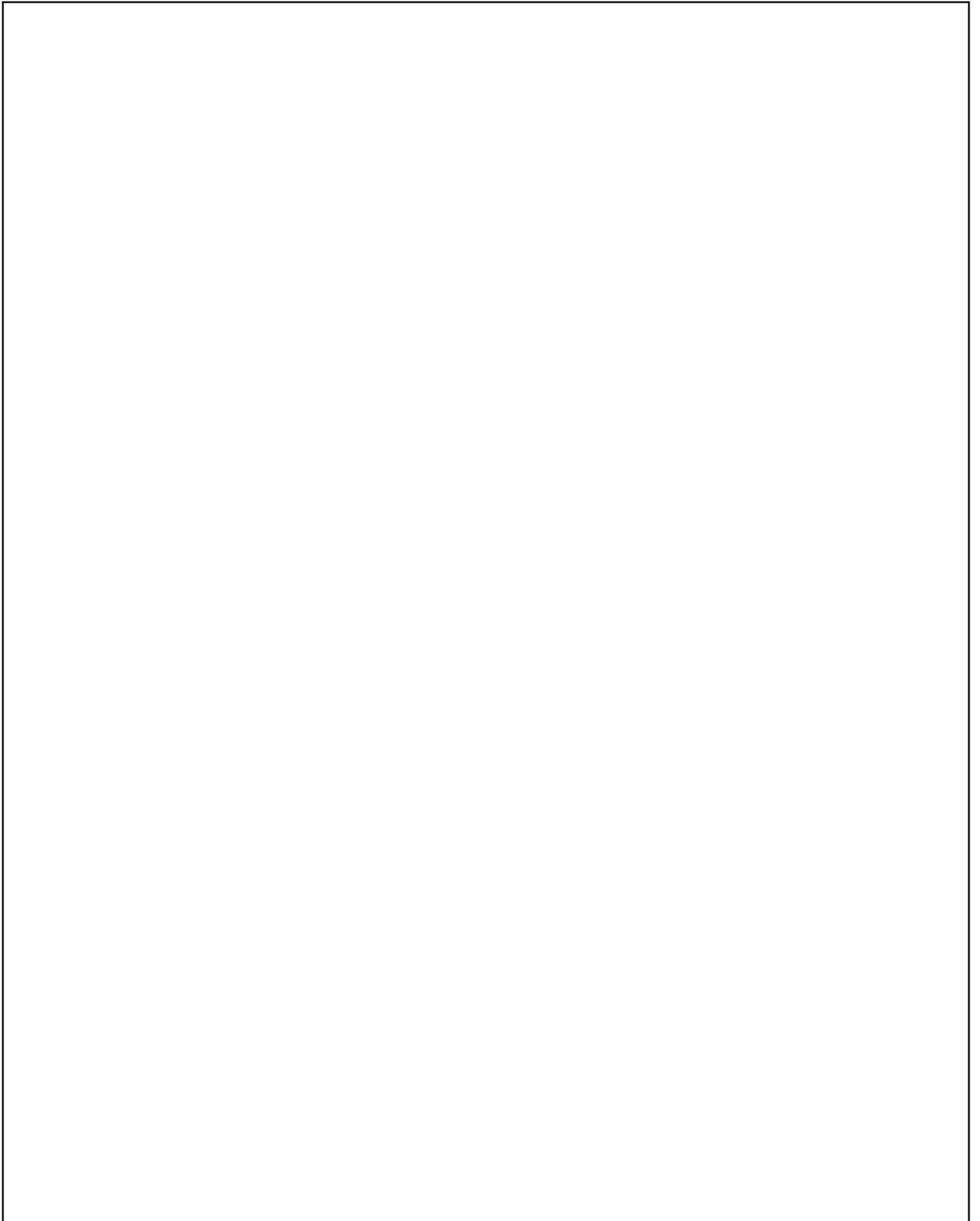
Ann Perry, Inverness resident addressed council regarding three areas of concern. She noted the overgrown lots in her neighborhood, and the speeding a vehicles along her street. She additionally noted a parking concern on Courthouse Square due to the construction work on the Valerie Theatre.

Meeting adjourned at 6:46pm

—

City Clerk

Council President



CITY OF INVERNESS

10/30/14

MEMO

TO: Elected Officials
FROM: City Clerk
SUBJECT: Authorization for Proclamation Issuance
"National Hospice and Palliative Care Month"
CC: City Manager
Enclosures: Draft Proclamation

The enclosed request is for the Inverness City Council to consider and authorize issuance of a Proclamation in recognizing the Month of November, 2014, as

"National Hospice and Palliative Care Month"

Recommended Action –

If City Council supports the above listed subject, and wishes to issue a Proclamation, please motion and vote to authorize that we finalize such Proclamation to be issued by the Mayor as arranged by the Office of the City Clerk.


City Clerk

Proclamation

WHEREAS, Hospice and Palliative care provides patients and families the highest quality care during a life-limiting illness and at the end of life, through pain management, symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends and committed caregivers; and

WHEREAS, Hospice is committed to upholding the dignity of every person, regardless of age, health, or social status, and fully recognizes that every stage of human life deserves to be treated with the utmost respect and care; and

WHEREAS, Hospice encourages all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals.

NOW, THEREFORE, I, Robert Plaisted, Mayor of the City of Inverness, do hereby proclaim the month of November 2014 as

“National Hospice and Palliative Care Month”

in the City of Inverness, and encourages citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

*Robert Plaisted, Mayor
City of Inverness*

ATTEST:

Deborah Davis, City Clerk

Agenda Memorandum - *City of Inverness*

DATE: October 28th, 2014
TO: CITY COUNCIL
FROM: City Clerk Davis
ISSUE: SURPLUS PROPERTY DISPOSAL
CC: Finance Director, Public Works and Parks & Recreation Director
ATTACHED: Surplus List

With the disposal of vehicles and equipment being an ongoing process, we wish to keep on top of this issue and have some additional items declared surplus. We have identified additional property of the City (vehicles, golf carts & equipment) that have exceeded their useful life. City Council is asked to authorize that we proceed with the disposal process for listed vehicles (see attached).

SURPLUS PROPERTY DISPOSAL PROCESS

1. Council votes and declares listed property as surplus.
2. Surrounding governmental entities are first offered items at the estimated value.
3. If no response is received from the government agencies within two weeks, prepare an ad for the newspaper listing the vehicles, requesting sealed bids, and setting a bid opening date; or follow a bid process utilizing online bidding through a public online auction process.

We have been extremely successful in the online bid process, and will likely utilize that process with the attached listed vehicles/equipment.

It is recommended that council motion, second and vote to declare the listed items surplus property and authorize that we proceed with the disposal process.



Deborah Davis

Surplusdisposalclerkcover09

Agenda Memorandum – *City of Inverness*

DATE: October 31, 2014
ISSUE: Bid Recommendation: Landscape Contract
FROM: City Manager
CC: City Clerk, Eric Williams, Sheri Chiodo
ATTACHED: N/A

We maintain certain high profile locations by a management contract:

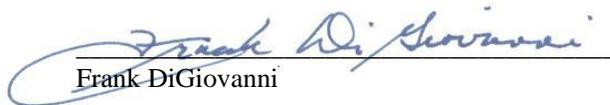
- Oak Ridge Cemetery
- The Inverness Government Center Grounds, 212 West Main Street
- Portions of the Downtown Central Business District
- HWY44 East Landscaped Medians between HWY41 and Washington Street

Staff was directed to structure a competitive bid process to solicit proposals. At this point we would normally make a recommendation to City Council of whom to select, but a flaw was discovered in the developed bid document that may only be corrected by terminating the process.

City Council action is required to reject any and all bids. We have made corrections and are prepared to rebid the program, with intent to make a recommendation in December.

Recommended Action –

Motion, second and vote to reject and all bids for landscaping services because of an error in the bid document.


Frank DiGiovanni

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

Agenda Memorandum – *City of Inverness*

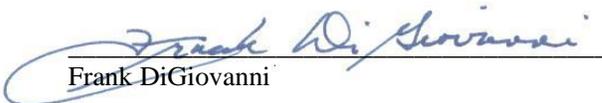
DATE: October 30, 2014
ISSUE: Grant Submittal: Council Support
Coastal Partnership Initiative: Cooter Pond Restoration
Department of Environmental Protection
FROM: City Manager
CC: Eric Williams & Sheri Chiodo
ATTACHED: Grant Application Submittal

With reference to the attached, this office became aware last week of a grant opportunity to secure up to \$10,000 of “matching” funds to assist the City with the removal of invasive aquatic weed species in Cooter Pond. Annually, we budget to remove aquatic weeds from the pond. Acquiring additional funds will have no negative affect on the budget and allow more to be accomplished. It has been my protocol to advise City Council and secure approval before applying to secure available grant funds. The decision was made by me to proceed, with interest to position the City to secure these funds. This is being brought forward publicly to keep City Council informed of such movements.

Recommended Action –

It is asked that City Council support this initiative by motion, second and vote to approve the submittal for up to \$10,000 in State Grant support through the Department of Environmental Protection, to fund removal of invasive aquatic weeds in Cooter Pond.

Thank you,


Frank DiGiovanni

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

COASTAL PARTNERSHIP INITIATIVE
www.dep.state.fl.us/cmp/grants/index.htm

GRANT APPLICATION

Refer to Rule Chapter 62S-4, Florida Administrative Code, available at <http://www.dep.state.fl.us/cmp/grants/index.htm> for information on funding requirements and evaluation criteria.

Eligible applicants for the Coastal Partnership Initiative are local governments of the 35 coastal counties and all municipalities within their boundaries required to include a coastal element in the local comprehensive plan. Florida colleges, community colleges, state universities, regional planning councils, national estuary programs and non-profit groups may also apply, as long as an eligible local government agrees to participate as a partner.

Submittal Requirements

1. One application per applicant may be submitted per grant cycle (i.e., one application per county, city, or other eligible applicant.)
2. Applicants may request:
 - a) no more than \$15,000 and no less than \$10,000 for planning, design and coordination activities; and
 - b) no more than \$30,000 and no less than \$10,000 for construction projects, habitat restoration, invasive exotic plant removal, and land acquisition. These projects cannot involve planning/coordination tasks or components.
3. Non-profit groups are not eligible to receive funds for construction projects, invasive exotic plant removal, habitat restoration, or land acquisition. Applications submitted by non-profit groups that propose these activities (as listed in 62S-4.004(2)(c)) will be disqualified.
4. Funding is available only for project work initiated and completed during a 12-month period beginning July 1 and ending June 30.
5. One original, signed application must be submitted along with four copies of the application and one CD/DVD copy of the application.
6. All applications must be submitted on the CPI Application Form.
7. Applications must be submitted in person, by certified or registered mail or by courier service by 4:00 p.m. on the date identified in the notice of availability of funds to:

Department of Environmental Protection
Florida Coastal Management Program, MS 235
ATTN: CPI Applications
3900 Commonwealth Blvd., Tallahassee, FL 32399-3000

Faxed, electronic, or late applications will not be considered and will be disqualified.

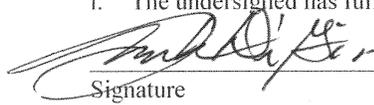
A. TITLE PAGE

Project Title: Cooter Pond Restoration
CPI Initiative Priority Area(s): Coastal Resource Stewardship
Applicant Name and Name of Partner Entity (if applicable):
City of Inverness, Florida

Official Contact Name: Eric Williams, GISP
Title: Assistant City Manager
Phone/Fax: (352) 726-2611 ext: 1011
Email Address: EWilliams@inverness-fl.gov
Postal Address: 212 West Main Street
Inverness, Florida 34450
Applicant DUNS Number: 093857340

Proposed Project Manager Name: Eric Williams Email: ewilliams@inverness-fl.gov
Certification Statement

- “By signing this title page, the undersigned certifies that:
- a. This application is in all respects fair and submitted in good faith without collusion or fraud;
 - b. If selected through this application process, the recipient will work in good faith and in partnership with the Florida Coastal Management Program to manage its subgrant in a timely and accurate manner;
 - c. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;
 - d. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;
 - e. No federal funds will be used as match for funds awarded as a result of this application process;
 - f. The applicant local government’s adopted comprehensive plan has been found to be in compliance with Chapter 163, Part II, F.S.;
 - g. [If construction is proposed] The applicant has conducted preliminary consultation with appropriate federal, state, regional and local regulatory agencies regarding any construction proposed in the application and has documented the results of the consultation in the Project Description section of the Work Plan;
 - h. [If construction projects, habitat restoration or invasive species removal are proposed] The property on which these activities will take place is owned or leased by the applicant or the applicant holds a sufficient easement; and
 - i. The undersigned has full authority to bind the applicant.”

 Frank D. Grovanni, City Manager 10/30/14
Signature Name & Title Date

If applicant is a Florida college, community college, state university, regional planning council, national estuary program or non-profit group, include the signature, name, and title of contact for partnering entity; the name of the eligible county or city partner; and the date.

Signature of Partner Name & Title County or City Partner Entity Date

C. WORK PLAN (Expand text boxes as needed, keeping within the 10-page Work Plan limit)

This section describes the project and cannot exceed 10 single sided pages or 5 double sided pages. If letters of support or other materials are submitted to address the Work Plan components below, these items will count toward the maximum 10 pages of the application Work Plan; any additional pages or Appendices will be discarded and not considered in the evaluation of the application. The Title Page, Location Map, Budget and Budget Narrative do not count toward the 10-page limit of the Work Plan.

1. PROJECT DESCRIPTION.

a. Describe in detail the activity or work to be conducted; include project location information. (15 pts.)

This project will:

1. Assist the City of Inverness with the removal and maintenance of invasive aquatic plant species in Cooter Pond. As part of this process, the City of Inverness will request bids from contractors to complete this work. This process will include the following steps:

- Advertise the request in local papers
- Complete a bid tabulation to determine the lowest bidder
- Complete reference checks
- Write a bid recommendation for approval by the City Council

Once a contractor has been selected, the City will then coordinate with them on the removal of invasive aquatic plants and ongoing maintenance of Cooter Pond to control their growth.

2. Provide the City of Inverness with an informational brochure that will inform the community of invasive aquatic plant species, how they threaten the natural environment, and how they affect Cooter Pond and the surrounding natural environment. As part of this environmental education component, information on acceptable landscaping practices (taken from Florida Friendly Landscaping Practices) and steps individuals can take to limit pollution at Cooter Pond will be provided. The information on this brochure will be available in a printed format as well as in electronic format on the City of Inverness website.

b. Describe specific project objectives, tasks, and deliverables and related timelines for each. Objectives and tasks should clearly relate to the project description.

(20 pts.)

Task 1: Provide assistance to the City of Inverness in the removal of invasive aquatic plant species from Cooter Pond.

Deliverable: Selection of contractor and subsequent removal of invasive aquatic plant species from Cooter Pond.

Timeline: 1-3 months (July-September 2015)

Task 2: Provide financial assistance to the City of Inverness for the ongoing maintenance of invasive aquatic plant species in Cooter Pond.

Deliverable: Maintenance and monitoring of invasive aquatic plant species in Cooter Pond.

Timeline: 2-6 months (August-December 2015)

Task 3: Development of an educational brochure related to invasive aquatic plant species in Cooter Pond.

Deliverable: Print and digital version of the educational brochure.

Timeline: 1 month (January 2016)

2. PROJECT NEED AND BENEFIT.

- a. Explain the demonstrated need, which the project addresses. **(25 pts.)**

Cooter Pond, located in the City of Inverness, is one of the most important natural resources in the City. It is located near the bustling Downtown district and also has connections to the Withlacoochee State Trail, a regionally significant multi-use trail. Additionally, Cooter Pond serves as the “gateway” to the City for those arriving from the south and east.

Due to the large amount of growth that has occurred around Cooter Pond, it has been the recipient of a large amount of runoff that has caused uncontrolled growth of invasive aquatic plant species. Because Cooter Pond is such an important community resource, continual efforts have been made to remove the invasive aquatic plants. However, these efforts have been unsuccessful in the permanent removal of the invasive aquatic plants.

To assist the City with a more permanent solution, additional funding is being sought to provide the ability to thoroughly clear Cooter Pond of its invasive aquatic plants through the contracting of an invasive plant species specialist. Additionally, funding is being sought to provide educational materials to members of the community that will provide information on how they can help protect this important community resource.

Protecting Cooter Pond as a natural feature in the City of Inverness provides the City with an invaluable resource that helps to preserve the native natural environment of the area.

- b. Explain how the proposed project meets the purpose of at least one CPI priority area. **(10 pts.)**

This project meets the purpose of the Coastal Resource Stewardship priority area.

There are two primary ways in which this project meets the purpose of the Coastal Resource Stewardship priority area. The first is through the removal of invasive aquatic plants in Cooter Pond. Removing the plants promotes the sustainability of this fragile resource and will ultimately allow for more residents and visitors to enjoy this resource. Making Cooter Pond an attractive community resource will ultimately draw more visitors, which will in turn foster appreciation for this beautiful natural resource in the City of Inverness.

The second way this project supports the Coastal Resource Stewardship priority area is through environmental awareness initiatives. As defined in the Project Description, a print and electronic version of an informational brochure will be developed to assist the City of Inverness in raising awareness on the effects of invasive aquatic plants and how residents can help limit pollution and runoff to Cooter Pond and the surrounding ecosystem. Distributing this information will give each resident of the City a sense of ownership of Cooter Pond and will help to promote stewardship and appreciation of this resource.

- c. Discuss the extent to which the project will improve the management and protection of coastal resources. **(25 pts.)**

Invasive aquatic plants can have a devastating effect on the local and native aquatic habitat. As outlined by the University of Florida Center for Aquatic and Invasive Plants, invasive species can cause the following problems in water bodies:

- Loss of recreation,
- Severe oxygen depletion,
- Stunted fish populations,
- Water flow restrictions, flooding,
- Navigation restrictions,
- Accelerated sedimentation,
- Habitat destruction,
- Reduction in biodiversity,
- Reduction in property values.

This project, as described in the Project Description, will help the City of Inverness with the removal of these invasive aquatic species to help the long-term preservation of Cooter Pond. By removing these invasive species, the City will help to protect this invaluable resource.

- d. Discuss how project is feasible and can be completed within one year. **(10 Pts.)**

The City of Inverness currently removes invasive aquatic species from Cooter Pond on an as needed basis. As such, they are familiar with the process. Therefore, it is anticipated that this process will be easily completed within one-year.

BUDGET and BUDGET NARRATIVE

(15 Pts.)

Type dollar amounts only in applicable categories (round to nearest dollar; no cents) and leave other categories blank. A recipient will be required to provide 100% (1:1) matching funds, cash or in-kind. No more than one-half (50%) of match can be provided by a third party.

<u>Budget Category</u>	<u>FCMP Funds</u>	<u>MATCH Funds</u>
1. Salaries	_____	\$1,500 _____
2. Fringe Benefits	_____	_____
3. Travel	_____	_____
4. Equipment	_____	_____
5. Supplies	_____	_____
6. Contractual Services	\$10,000 _____	\$8,500 _____
7. Other Expenses	_____	_____
8. Indirect Charges	_____	_____
FCMP Total	\$10,000 _____	
Match Total		\$10,000 _____
Total FCMP & Match Funds	\$20,000 _____	

If budget exceeds the amount shown on the "Total" line above, indicate the total project cost: \$ _____

BUDGET NARRATIVE: Describe line items for each applicable budget category shown above. Provide sufficient detail to show cost relationship to project activities for both FCMP and match items. **Indirect costs are not allowed as match.**

Total FCMP Funds Requested \$10,000 _____

Contractual Services: Consultant services to complete invasive plant removal and the development of an informational brochure.

Total Match Funds: \$10,000 _____

Salaries: Salaries of City employees during the project.

Contractual Services: Consultant services to complete invasive plant removal and the development of an informational brochure.

NOTE: Project costs will be evaluated for reasonability, and the application is eligible for up to 10 points based on the evaluation of costs.

Agenda Memorandum – *City of Inverness*

October 31, 2014

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

“The third time’s the charm”, we’ll see how this goes.

The proposed Ordinance was submitted for consideration on September 16th; modified and resubmitted on October 7th. The item was tabled, and is again before City Council this meeting. To recap: This is not a wholesale change. The current Ordinance scope requires modification to keep the City and the downtown functional, but core principles remain intact. Regulations are structured to modernize outdated sections to improve customer space availability and address certain abuses.

Every business and most visitors have an opinion about parking. Many will state that “parking must remain free”. What that means is they wish to park without charge, but for all intent and purposes, parking spaces are not free to provide.

This is not about tickets, or regulation, or the City being heavy-handed; it is about the qualities of the business core, and the ability to modify existing regulations to better address the high amount of activity the downtown enjoys. Inverness is desirable because it is successful, and success breeds competition for the availability of parking spaces. The City has more parking than most and a “free” space is easily found. The perception of a “parking shortage” is actually driven by convenience. A high level of business activity and well received events makes Inverness attractive to visitors that are local and come from beyond Citrus County.

The downtown must be physically maintained and policy-wise managed to provide a foundation for success. In addition, our object is to constantly attract new interests – business and residential – to local here. The needs or interests of the one do not outweigh the many. Individuality is important, but we must be prepared to protect the investment of adjoining “owners” for the greater-good to prevail. In other words, individuality cannot be permitted to negatively affect the business investment of another. The difficulty of creating policy is found in a balance of regulations and individual interests, with the tip point being enforcement.

We look forward to questions and comments, but we also must keep in mind the business district is continually evolving. Recently applied (regulatory) changes have been well received, and found a way to create added oversight. Things are going well, but they are never perfect; never final, never finished.

This discussion surrounds the first reading of an Ordinance, with a Public Hearing and second reading scheduled the ensuing meeting of Council.

Recommended Action -

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

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


Frank DiGiovanni

ORDINANCE NO. 2014 – 707

AN ORDINANCE OF THE CITY OF INVERNESS AMENDING THE CODE OF ORDINANCES BY REPEALING ARTICLE III., SECTIONS 21-11 THROUGH 21-36, CHAPTER 21 OF THE CODE OF ORDINANCES, ADOPTING A NEW ARTICLE III OF CHAPTER 21 OF THE CODE OF ORDINANCES; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DUTIES GENERALLY; PROVIDING FOR MANNER OF PARKING; PROVIDING FOR PARKING OF VEHICLES WITHOUT AFFIXED CURRENT AND VALID REGISTRATION LICENSE PLATE AND VALIDATION STICKER; REMOVING, IMPOUNDING OF VEHICLES WITHOUT AFFIXED CURRENT AND VALID REGISTRATION LICENSE PLATE AND VALIDATION STICKER; PROVIDING FOR STOPPING, STANDING OR PARKING PROHIBITED IN SPECIFIED PLACES; PROVIDING FOR STOPPING, STANDING OR PARKING SO AS NOT TO OBSTRUCT TRAFFIC; PROVIDING FOR OVERTIME PARKING IN PARKING ZONES; PROVIDING FOR PARKING FOR CERTAIN PURPOSES PROHIBITED; PROVIDING FOR ADVERTISING; PROVIDING PARKING ON PARKWAYS; PROVIDING FOR REMOVAL AND IMPOUNDMENT OF ILLEGALLY PARKED, ABANDONED OR DISABLED VEHICLES; PROVIDING FOR STORAGE COSTS AND REMOVAL OF IMPOUNDED VEHICLES; PROVIDING FOR STOPPING, STANDING OR PARKING IN MORE THAN ONE SPACE; PROVIDING FOR MARKING OF SPACES; VEHICLES TO BE PARKED WITHIN MARKED LINES; PROVIDING FOR USE RESTRICTED TO CERTAIN TYPE OF VEHICLES; PROVIDING FOR USE RESTRICTED TO PARKING AND INCIDENTS THEREOF; PROVIDING FOR MOVEMENT OF VEHICLES IN PARKING AREAS; PROVIDING FOR MANNER OF PARKING; PROVIDING FOR BACKING; PROVIDING FOR SPEED; PROVIDING FOR APPLICABILITY OF GENERAL TRAFFIC ORDINANCES AND STATE STATUTES; PROVIDING FOR PERMIT PARKING; PROVIDING FOR LIABILITY FOR PAYMENT OF PARKING TICKET VIOLATIONS; PROVIDING FOR PERMIT PARKING AREAS, PERMITS AND CARDS; PROVIDING FOR THE REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to repeal the current Article III of Chapter 21 of the Code of Ordinances dealing with stopping, standing and parking and replacing said section with a new Article III, which is consistent with current development and economic conditions.

NOW THEREFORE, be it Ordained by the City Council of the City of Inverness this _____ day of _____, 2014 as follows:

SECTION 1. Article III, entitled “Stopping, Standing and Parking”, Sections 21-11 through 21-36 of Chapter 21 of the Code of Ordinances is hereby repealed in its entirety and replaced with a new Article III, which shall read as follows:

ARTICLE III. STOPPING, STANDING AND PARKING

- Sec. 21-11. Short Title.**
- Sec. 21-12. Definitions.**
- Sec. 21-13. Duties Generally.**
- Sec. 21-14. Manner of Parking.**
- Sec. 21-15. Parking of Vehicles Without Affixed Current and Valid Registration License Plate and Validation Sticker; Removing, Impounding of Vehicles Without Affixed Current and Valid Registration License Plate and Validation Sticker.**
- Sec. 21-16. Stopping, Standing or Parking Prohibited in Specified Places.**
- Sec. 21-17. Stopping, Standing or Parking so as not to Obstruct Traffic.**
- Sec. 21-18. Overtime Parking in Parking Zones.**
- Sec. 21-19. Parking for Certain Purposes Prohibited.**
- Sec. 21-20. Advertising.**
- Sec. 21-21. Parking on Parkways.**
- Sec. 21-22. Removal and Impounding of Illegally Parked, Abandoned or Disabled Vehicles.**
- Sec. 21-23. Storage, Costs and Removal of Impounded Vehicles.**
- Sec. 21-24. Stopping, Standing or Parking in More than One Space.**
- Sec. 21-25. Marking of Spaces; Vehicles to be Parked Within Marked Lines.**
- Sec. 21-26. Use Restricted to Certain Types of Vehicles.**
- Sec. 21-27. Use Restricted to Parking and Incidents Thereof.**
- Sec. 21-28. Movement of Vehicles in Parking Areas.**
- Sec. 21-29. Manner of Parking.**
- Sec. 21-30. Backing.**
- Sec. 21-31. Speed.**
- Sec. 21-32. Applicability of General Traffic Ordinances and State Statutes**
- Sec. 21-33. Permit Parking.**
- Sec. 21-34. Liability for Payment of Parking Ticket Violations.**
- Sec. 21-35. Permit Parking Areas, Permits and Cards.**
- Sec. 21-36. Reserved.**

Sec. 21-11. Short Title.

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

Sec. 21.12. Definitions.

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

- (1) *Commercial Vehicle.* Any vehicle designed, equipped or used for trade meeting any of the following criteria:
 - (a) A gross vehicle weight rating (GVWR) exceeding 5,000 pounds;
 - (b) A vehicle width exceeding 80 inches;
 - (c) Designed for or possessing more than 4 wheels;
 - (d) Total signage in or on the vehicle exceeding 4 square feet in area; or
 - (e) Equipped with external modifications designed to be used in trade including, but not limited to, externally-mounted tools, machinery, equipment, tool or equipment racks.
- (2) *Crosswalks.*
 - (a) That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway.
 - (b) Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.
- (3) *Designated Official.* Any Court Judge or civil traffic infraction hearing officer authorized by law to preside over cases alleging the violation of county or municipal parking ordinances.
- (4) *Intersection.*
 - (a) The area embraced within the prolongation or connection of the lateral curb lines; or, if none, then the lateral boundary lines of the roadways of two (2) highways which join one another at, or approximately at, right angles; or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.
 - (b) Where a highway includes two (2) roadways thirty (30) feet or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two (2) roadways thirty (30) feet or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.
- (5) *Motor Vehicle.* Any self-propelled motorized vehicle to include has been approved and stipulated for public parking located in or on the streets in the City whether they be public or private located and existing at or near the curbs of the streets within the City.

- (6) *Off-Street Parking Facility.* Any City owned or controlled parking facility located at places other than in or on the streets of the City.
- (7) *On-Street Parking Facility.* Any parking facility located in or on the streets in the City, including parking meters installed, located and existing at or near the curbs of the streets within the City.
- (8) *Operator.* Any person who is in actual physical control of a motor vehicle, or who is exercising control over or steering a vehicle being towed by a motor vehicle.
- (9) *Overnight.* To include the hours between 2 a.m. and 6 a.m. the same day.
- (10) *Owner.* The person to whom a vehicle is registered.
- (11) *Park or Parking.* The halting of a vehicle otherwise than momentarily, regardless of whether vehicle is occupied or in operation, and not for the purpose of receiving or discharging passengers or materials.
- (12) *Parking Enforcement Specialist.* An employee or contractor of the City of Inverness or a contracted agent who has complied with the requirements of Chapter 316, Florida Statutes.
- (13) *Parking Facilities.* All parking lots, garages, buildings, property and other structures, entrances, exits, fencing and all other facilities, equipment and accessories necessary for which to provide the parking of vehicles.
- (14) *Parking Permit.* Any decal, card, placard, sticker, barcode, hangtag or any other means used to allow parking, loading/unloading, vehicle registration and any other uses in conjunction with vehicle parking.
- (15) *Parking Zone.* The side of a City street alongside which parking is specifically permitted or an entire parking lot wherein designated parking spaces are provided.
- (16) *Parking System.* All off-street parking facilities and all on-street parking facilities.
- (17) *Parking Violation Notice.* The written notification that is issued by an authorized individual informing the operator of a motorized vehicle that a parking violation has occurred. The notification is also referred to as a parking ticket or citation.
- (18) *Parkway.* That area from the right-of-way line to the edge of pavement or the lateral lines of a roadway including any grassy or unpaved median between two paved areas.
- (19) *Private Road or Driveway.* Any privately owned way or place used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

- (20) *Recreational Vehicle.* Any vehicle designed as, or altered to be, a recreational vehicle including, but not limited to, a camper, travel trailer, motor home, mobile home or bus, meeting any of the following criteria:
 - (a) a gross vehicle weight rating (GVWR) exceeding 8,000 pounds;
 - (b) a vehicle width exceeding 80 inches; or
 - (c) an overall length exceeding 20 feet, and specifically not including a boat or boat trailer.

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

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

Sec. 21.13. Duties Generally.

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

- (2) The City Manager shall determine the location of on-street freight loading zones and place and maintain appropriate signs indicating the same and stating the hours during which same are in effect. The City Manager shall not designate or mark any such zone upon special request of any person unless such person makes application for a permit for such zone and for two (2) signs to indicate the ends of each such zone.

- (3) The City Manager shall determine and designate whether or not parking shall be allowed upon one or both sides of any street; shall determine and designate the type, style and manner of on-street parking, and shall erect, place and maintain signs, devices or markings giving notice thereof.

- (4) The City Manager shall determine the parking time or limitations upon any street and promulgate, adopt and amend schedules designating such limitations, and erect, place and maintain signs, devices and markings giving notice thereof.

- (5) The City Manager shall determine and grant waivers, modifications, exceptions, modifications rates and any overall parking limitations including those regarding special events, parades or other temporary or general closures or needs.

- (6) All rules, regulations, orders, schedules, permits or determinations of, or made or issued by the City Manager within this ordinance may, shall be approved by City Council, and at any time may be revoked, modified, suspended or reinstated by City Council.

Sec. 21.14. Manner of Parking.

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

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

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

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

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

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

- (1) On a sidewalk or in such manner that any part of such vehicle is protruding over a sidewalk or any part of the sidewalk area;
- (2) In front of a public or private driveway;
- (3) Within an intersection;
- (4) Within six (6) feet of a fire hydrant;
- (5) On a crosswalk;
- (6) Within ten (10) feet of a crosswalk at an intersection, unless permitted to do so by appropriate signs or devices posted in such area;

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

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

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

Sec. 21.18. Overtime Parking in Parking Zones.

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

Sec. 21.19. Parking for Certain Purposes Prohibited.

No person shall stand or park a vehicle:

- (1) Upon a public or private street, public parking lot, any other public property or private property for the purpose and intent of displaying such vehicle thereon for sale, hire, or rental unless:
 - (a) A current commercial vehicular sale or resale license is held for the property issued by the Division of Motorist Services under Section 320.27 Florida Statutes, or
 - (b) The vehicle is titled in the same name as the owner or lessee of the property for which the vehicle is being displayed for sale;
- (2) Upon any public or private street, public parking lot or any other public property for the purpose of painting, greasing or repairing such vehicle, except repairs necessitated by an emergency;
- (3) Upon any public or private street, public parking lot or any other public property for the purpose of washing or polishing such vehicle or any part thereof unless approved by the City Manager;

- (4) Upon any public or private street, public parking lot, other public property or private property for the purpose of displaying advertising unless the vehicle is titled in the same name as the owner or lessee of the property for which the vehicle is being displaying advertising and such display does not violate any other such advertising or location ordinances;
- (5) Upon any public or private street, public parking lot, or any other public property for the purpose of selling merchandise from the motor vehicle, except when so authorized or licensed under the ordinances of the City.

Sec. 21.20. Parking on Parkways.

- (1) It shall be unlawful for any person to park any motor vehicle in or on a parkway other than motor vehicles owned or operated by or on behalf of the City of Inverness, by a public utility, or by the County, State or Federal government when such vehicles are engaged in the performance of duly authorized work on behalf of these agencies or authorized emergency vehicles engaged in emergency service.
- (2) The prohibition contained in this section shall not apply to parkway areas which have been officially designated and signed by the City Manager as permissible areas for parking when such is deemed to be in the public interest after review by the City Manager.

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

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

- (1) When any vehicle is left unattended:
 - (a) On a sidewalk;
 - (b) In front of a public or private driveway;
 - (c) Within six (6) feet of a fire hydrant or in a fire lane;
 - (d) Within an intersection;
 - (e) On a crosswalk;
 - (g) In a space designated for emergency vehicles only;
 - (h) Within twenty (20) feet of a driveway entrance to a fire station and, if prohibited by a sign, on the side of a street opposite such station;
 - (i) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic and is prohibited by sign;
 - (j) At any place where official signs prohibit parking, stopping or standing and the vehicle is obstructing traffic, pedestrians or bicycle traffic or otherwise creating a safety hazard;
 - (k) In a City off-street parking facility for any period of time longer than twenty-four (24) hours or upon any particular street for a period of time longer than seventy-two (72) consecutive hours, unless during the seventy-two (72) hour

period the vehicle has been removed from the particular street for a period of at least twelve (12) consecutive hours;

- (l) Upon any bridge or elevated structure where such vehicle is obstructing traffic or otherwise creating a safety hazard;
 - (m) In any space which has been officially reserved by a sign so indicating;
 - (n) On any place or area prohibited under Chapter 316, Florida Statutes.
- (2) When a vehicle is obstructing traffic or otherwise creating a safety hazard and the person in charge of the vehicle is absent or by reason of physical injury or condition is incapacitated to such an extent as to be unable to provide for its custody or removal.
 - (3) When any vehicle is parked on any parking facility or area designated or used in connection with City Hall, police station, or other facilities of the City in violation of the posted signs and the permitted uses.
 - (4) When any motor vehicle remains stopped or parked on any property owned or controlled by the City of Inverness not designated for parking.
 - (5) When any motor vehicle remains in an on-street parking space, the use of which is prohibited or otherwise regulated by an official sign for any period longer than twenty-four (24) hours.

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

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

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

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

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

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

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

The use of off-street parking facilities is hereby restricted at all times solely to the operators of passenger cars or passenger trucks being operated at the time of parking on such facilities primarily for the transportation of passengers; provided, however, that no motor vehicle not otherwise restricted from parking on such facilities shall be permitted to park thereon if the gross weight of such vehicle

shall exceed two (2) tons or the length of such vehicle shall exceed twenty (20) feet at such vehicle's longest point or the width of such vehicle shall exceed seven (7) feet at such vehicle's widest point.

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

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

Sec. 21.27. Movement of Vehicles in Parking Areas.

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

Sec. 21.28. Manner of Parking.

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

Sec. 21.29. Backing.

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

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

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

Sec. 21.31. Permit Parking.

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

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

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

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

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

Sec. 21.34. Reserved

SECTION 2. Any Ordinance in conflict with this Ordinance is hereby repealed by implication.

SECTION 3. Should any provision of this Ordinance conflict with the provisions of Chapter 316, Florida Statutes, the later shall prevail.

SECTION 4. SEVERABILITY

If any section or portion of this Ordinance is found to be invalid, unlawful or unconstitutional by a Court of jurisdiction then all other sections or portions of this Ordinance shall remain valid and enforceable.

SECTION 5. INCLUSION IN THE CODE OF ORDINANCES

The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the City of Inverness as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code of Ordinances.

SECTION 6. EFFECTIVE DATE

The effective date of this Ordinance shall be as provided by law.

Upon motion duly made and carried on first reading, the foregoing ordinance was approved on the _____ day of _____, 2014.

Upon motion duly made and carried on second reading, the foregoing ordinance was adopted on the _____ day of _____, 2014.

CITY OF INVERNESS, FLORIDA

By: _____
KEN HINKLE, President

ROBERT PLAISTED, Mayor

ATTEST:

DEBORAH DAVIS, City Clerk

Approved as to form and content:

LARRY M. HAAG, City Attorney



- 2 HOUR
- ALL DAY
- FUTURE
- RESTRICTED

**PARKING ZONE MAP
PROPOSED
PARKING ORDINANCE**

City of Inverness GIS

Prepared By: Eric C. Williams, GISP
 Date: October 30, 2014
 Source: COI Enterprise GIS
 Map Number: EW000028



Agenda Memorandum – *City of Inverness*

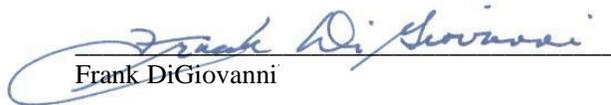
DATE: October 31, 2014
ISSUE: Audit Service Agreement: McDirmit & Davis
FROM: City Manager
CC: City Clerk, Finance Director
ATTACHED: Memo by Sheri Chiodo
Memo by Larry Haag
McDirmit & Davis Engagement Letter
Agreement

Enclosed is a contract between the City of Inverness and McDirmit & Davis for independent auditing services covering the fiscal cycles from 2014 through 2014-2016. The Agreement is based on the bid for services scope and meets audit conditions by the State of Florida to include local needs. City Legal Counsel reviewed the submitted contract and finds it acceptable.

Fiscal impact is negligible. The current budget appropriates \$50,000 for audit services, which is sufficient to fund the audit services contract. Future years are contingent on an annual budget appropriation.

Recommended Action –

Motion, second and vote to accept the provided contract with McDirmit & Davis for auditor services, and authorize the Council President to execute the contract and related documents and deemed necessary and appropriate.


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
Paula Carnevale, Assistant Finance Director
Date: October 28, 2014
Reference: Auditing Services – Contract Award

SUMMARY

City Council consideration of a contract with McDirmit & Davis for independent auditing services for fiscal years 2014-2016 and authorize the City Manager to execute the contract and any other related documents.

BACKGROUND

On October 7, 2014 the City Council awarded a bid for independent audit services to the firm of McDirmit & Davis for three fiscal years (2014, 2015 and 2016) in the amount of \$96,520 plus the option to add the CAFR report development for the FY 2014 audit in the amount of \$6,240. The City reserves the right to extend the contract for two (2) additional one (1) fiscal year periods providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extensions is approved by the City. The annual Audit Engagement Letter, Request for Proposal, and Request for Proposal Response become a part of the contract and have been provided for your reference.

The City Attorney has reviewed and approved the contract as submitted. A copy of his letter has been provided for your reference.

FISCAL IMPACT

City Council has appropriated \$50,000 for audit services for fiscal year 2015 providing adequate funding for the audit services contract. Continued funding will be subject to annual appropriation by the City Council.

HAAG, HAAG & FRIEDRICH, P.A.
452 PLEASANT GROVE ROAD
INVERNESS, FL 34452
(352) 726-0901- TELEPHONE
(352) 726-3345 – FACSIMILE

MEMORANDUM

TO: Cheryl Chiodo, City of Inverness Finance Director
FROM: Larry M. Haag, Esq. *LMH*
RE: Auditor Contract
DATE: October 29, 2014

I have reviewed the proposed agreement between the City and McDirmit Davis Certified Public Accountants and recommend its approval by City Council.

If there are any questions, please advise.

LMH/ss

MCDIRMIT  DAVIS
CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

October 10, 2014

City of Inverness
212 West Main Street
Inverness, FL 34450

The following represents our understanding of the services we will provide City of Inverness.

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Inverness, as of September 30, 2014, 2015 and 2016, and for the years then ended and the related notes to the financial statements, which collectively comprise City of Inverness's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that management's discussion and analysis and supplementary information on pensions and OPEB be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- a. Management's Discussion and Analysis
- b. Supplementary Pension and OPEB Schedules

Supplementary information other than RSI will accompany City of Inverness's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- a. Combining nonmajor fund financial statements
- b. Individual nonmajor fund schedules

Also, the document we submit to you starting with the 2015 audit will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

- a. Statistical Section
- b. Introductory Section

MCDIRMIT DAVIS & COMPANY, LLC
934 NORTH MAGNOLIA AVENUE, SUITE 100 ORLANDO, FLORIDA 32803
TELEPHONE: 407-843-5406 FAX: 407-649-9339 EMAIL: INFO@MCDIRMITDAVIS.COM

MEMBERS: PRIVATE COMPANIES PRACTICE SECTION AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and, in accordance with *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Inverness's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether

due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and

- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of City of Inverness's basic financial statements. Our report will be addressed to the governing body of City of Inverness. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. The timeline below is only for the September 30, 2014 audit. For fiscal years ending in 2015 and 2016, preliminary testing will be done in August and year end fieldwork in January so that we can submit CAFR to the GFOA by March 31.

	<i>Begin</i>	<i>Complete</i>
Document internal control and preliminary tests	November 3, 2014	November 30, 2014
Mail confirmations	November 2014	December 2014
Perform year-end audit procedures	February 1, 2015	March 15, 2015
Issue audit report	April 2015	April 2015

With respect to any nonattest services we perform, such as drafting financial statements, the City of Inverness's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are considered non-audit service.

Kelly Leary is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDermitt Davis's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be as follows, inclusive of all costs and out-of-pocket expenses, unless the scope of the engagement is changed, the assistance that City of Inverness has agreed to furnish is not provide, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

<u>Fiscal Year</u>	<u>Audit Fee</u>	<u>Single Audit (If Required)</u>	<u>AFR/CAFR</u>
September 30, 2014	\$24,960	\$4,580	\$6,240
September 30, 2015	\$24,960	\$4,580	\$6,240
September 30, 2016	\$24,960	\$4,580	\$6,240

Section 1.2 of the RFP states that the City reserves the right to extend the audit contract for two additional one fiscal year periods if extensions are approved by the City and both parties agree to the extension.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



McDirmit Davis & Company, LLC

RESPONSE:

This letter correctly sets forth our understanding.

City of Inverness

Acknowledged and agreed on behalf of City of Inverness by:

Title: _____

Date: _____

**Davidson, Jamieson & Cristini, P.L.
Certified Public Accountants**

1956 Bayshore Boulevard
Dunedin, Florida 34698-2503
(727)734-5437 or 736-0771
FAX (727) 733-3487

Members of the Firm
John N. Davidson, CPA, CVA
Harry B. Jamieson, CPA
Richard A. Cristini, CPA, CPPT, CGFM

Member
American Institute of
Certified Public Accountants
Florida Institute of
Certified Public Accountants

SYSTEM REVIEW REPORT

To the Stockholders of
McDermitt, Davis & Company, LLC
and the Peer Review Committee of the Florida Institute of
Certified Public Accountants

We have reviewed the system of quality control for the accounting practice of McDermitt, Davis & Company, LLC (the firm), in effect for the year ended June 30, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of McDermitt, Davis & Company, LLC in effect for the year ended June 30, 2011 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. McDermitt, Davis & Company, LLC has received a peer review rating of *pass*.

Davidson, Jamieson & Cristini, P.L.

Davidson, Jamieson & Cristini, P.L.
November 4, 2011

CONTRACT

THIS CONTRACT is entered into by and between the CITY OF INVERNESS (CITY), a municipal corporation and McDirmit Davis Certified Public Accountants (CONTRACTOR), as follows

WITNESSETH:

WHEREAS, pursuant to RFP # FIN14-01 (the RFP) the City accepted competitive proposals for Independent Auditing Services (the Services); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's Response constitute the entire Contract and describes the Services; and

WHEREAS, after evaluation of price and other relevant factors by the evaluation committee and the City Council of the City of Inverness, Florida, the CITY has determined that the best proposal was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the contract at a competitive price; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Services on October 7, 2014;

WHEREAS, the purpose of this Contract is to implement the RFP and the acceptance of CONTRACTOR's proposal in a binding Contract which contains the terms required in the RFP and the CONTRACTOR's response, except as specifically modified herein.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the RFP, attached hereto as Exhibit A, together with the response to the RFP of CONTRACTOR, attached hereto as Exhibit B, shall constitute the entire Contract, except to the extent specifically modified on Exhibit C Additional Terms and Conditions (if no modifications, Exhibit C shall be left blank). The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable

part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The CITY Manager shall appoint a Contract Administrator to act on behalf of the CITY with respect to this Contract.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the CONTRACTOR'S Response to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the response to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial Contract term shall commence upon final execution of the Contract by the CITY and shall expire three (3) years from that date. The CITY reserves the right to extend the Contract for (2) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 CITY agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in CONTRACTOR's Response for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY and shall have sufficient detail to demonstrate compliance with the contract and to enable the City to determine the work accomplished and proper compensation due.

3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.

3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract.

The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 4

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

Nothing herein shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

ARTICLE

5

INSURANC

E

CONTRACTOR shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution of this Contract or prior to the commencement of any work, whichever event occurs first.

ARTICLE

6

TERMINATION OR SUSPENSION

6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Council upon such notice as the CITY Council deems appropriate under the circumstances in the event the CITY Council determines that termination is necessary to

protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Council, which the CITY Council deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

6.6 Should at any time during the term of this Contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

6.7 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE

7

EEO AND ADA COMPLIANCE

7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract.

CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE

8

MISCELLANEOU

S

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida

Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall comply with all public records laws in accordance with Chapter

119, Fla. Stat. In accordance with state law, CONTRACTOR agrees to:

- Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the service.
- Provide the public with access to public records on the same terms and conditioned that the City would provide for the records and at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- Ensure the public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Contractor at the termination of the contract that are non-exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems to the City. All records shall be transferred to the City prior to final payment being made to the CONTRACTOR.
- If CONTRACTOR does not comply with this section, the City shall enforce the contract in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 8.2.

8.3 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the CITY Manager for appropriate action. The

CONTRACTOR agrees to make any complaints concerning the CITY available to the Office of the CITY Manager for action as required.

8.4 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.5 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no CITY employment benefits of any kind whatsoever.

8.6 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Frank DiGiovanni, City Manager
Inverness Government Center
212 W. Main Street
Inverness, Florida 33450

FOR CONTRACTOR:

Kelly Leary, Partner
McDermitt Davis & Company LLC
934 North Magnolia Avenue, Suite 100
Orlando, Florida 32801

8.8 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.9 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.10 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.11 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

8.12 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.13 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifth Judicial Circuit in Citrus County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT,**

CONTRACTOR

AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.

8.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The ITB, Exhibit "A", the CONTRACTOR'S Response, Exhibit "B", and the attached Exhibits are incorporated into and made a part of this Contract.

8.18 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized

by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.19 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF the parties have caused these presents to be executed.

CITY OF INVERNESS

By: _____
Ken Hinkle, COUNCIL PRESIDENT

Date: _____

ATTEST:

Deborah Davis, CITY CLERK

CONTRACTOR

By: _____

Title: _____

Date: _____

WITNESS:

Printed Name: _____

Date: _____

EXHIBIT "A"
Request for Proposals – FIN14-01

EXHIBIT "B"
Contractor's Response to
Request for Proposals - RFP #FIN14-01-

