

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

August 4, 2015 - 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. (Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)
- 6) PRE-SCHEDULED PUBLIC APPEARANCES**
 - a) Insight Bank - Sponsorship Check Presentation
- 7) MAYOR'S LOCAL ACHIEVEMENT AWARDS**

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
August 4, 2015 - 5:30 PM**

8) CITY ATTORNEY REPORT

9) CONSENT AGENDA

- 4 - 5 a) Bill Listing *

Recommendation - Approval

- 6 - 11 b) Council Minutes - *

Recommendation - Approval

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

- 12 - 14 a) 2015 Local Mitigation Strategy (LMS)*

- 15 - 27 b) Law Enforcement Service Contract*

- 28 - 38 c) Insurance Renewal (Health, Dental, Vision)*

- 39 - 43 d) Leeson's Trailer Park - MOU*

- e) Highland Blvd Project (Verbal)

- f) Other

11) COUNCIL/MAYOR SUBJECTS

12) NON-SCHEDULED PUBLIC COMMENT

(Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)

13) ADJOURNMENT

- a)

DATES TO REMEMBER

City Wide Council Budget (O&M) Workshop

Tuesday, August 11th, 2015 @ 5:30pm

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

August 4, 2015 - 5:30 PM

Inverness Government Center

Inverness City Council Meeting

Tuesday, August 18th, 2015 @ 5:30pm

Inverness Government Center

City Wide Council Budget (O & M) Workshop (If Necessary)

Thursday, August 20th, 2015

Inverness Government Center

07/30/2015 08:27
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 1
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 07/31/15
			TOTALS FOR AT & T MOBILITY NATIONAL ACCOUNTS LLC		39.10
			TOTALS FOR AUTOZONE		27.58
			TOTALS FOR JAMES W. STRONG		1,000.00
			TOTALS FOR CDW GOVERMENT		4,219.78
			TOTALS FOR CENTRAL SERVICE & REPAIR INC		629.00
			TOTALS FOR EMBARQ FLORIDA, INC		129.02
			TOTALS FOR CIT TECHNOLOGY FINANCIAL SERVICES		425.00
			TOTALS FOR WXOF, INC		150.00
			TOTALS FOR CITRUS COUNTY CHRONICLE		40.90
			TOTALS FOR CITRUS COUNTY UTILITIES		47.71
			TOTALS FOR DUKE ENERGY		15,761.74
			TOTALS FOR DUMONT COMPANY INC		180.00
			TOTALS FOR FLORIDA DEPARTMENT OF REVENUE		2,711.00
			TOTALS FOR GAI CONSULTANTS, INC		5,949.88
			TOTALS FOR GOLDEN X PLUMBING SUPPLY INC		148.99
			TOTALS FOR MAILFINANCE INC		146.00
			TOTALS FOR A.C.M.S., INC		7,091.65
			TOTALS FOR INTERNET MEDIA TECHNOLOGIES, INC.		750.00
			TOTALS FOR KAROL KUSMAUL		735.00
			TOTALS FOR LAUGHLIN, JEREMY		137.50
			TOTALS FOR MICHAEL T. KOVACH, JR.		300.00
			TOTALS FOR MT CAUSLEY, INC		4,988.75
			TOTALS FOR NATIONWIDE RETIREMENT SOLUTIONS		1,563.66
			TOTALS FOR NOVY, JOHN		137.50

07/30/2015 08:27
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 2
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 07/31/15
			TOTALS FOR ILA SIPPEL		45.00
			TOTALS FOR SK DESIGN AND CONSULTING		2,000.00
			TOTALS FOR STRICKLAND, JASON		137.50
			TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC		4,656.64
			TOTALS FOR SUNSHINE STATE ONE CALL OF FLORIDA		112.78
			TOTALS FOR TEWELL, MICHELE		137.50
			TOTALS FOR THE PRINTER INK WAREHOUSE		187.81
			TOTALS FOR UB REFUND		1,592.51
			TOTALS FOR UNIFIRST CORPORATION		24.64
			TOTALS FOR WOMEN ELECTED TO MUNICIPAL GOV'T		90.00
			TOTALS FOR WOODARD & CURRAN, INC		103,386.49
			TOTALS FOR WRIGHT EXPRESS		.61
			REPORT TOTALS		159,680.46

** END OF REPORT - Generated by Stacey Iddings **

July 21st, 2015
5:30 PM

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

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

Also present were City Manager DiGiovanni, City Attorney Haag, Asst. City Manager Williams, Community Development Director Malm, Finance Director Chiodo, Event Director Skeelee-Hogan and City Clerk Davis.

The Invocation was given by Mayor Plaisted and the Pledge of Allegiance was led by the City Council.

ACCEPTANCE OF AGENDA

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

PUBLIC HEARINGS

None

OPEN PUBLIC MEETING

Ann Perry – Eden Drive, Inverness appealed to Council regarding the decision for their own Fire Dept. She has concerns with equipment, qualified mechanics to fix and maintain equipment, etc. She questioned why the city wants its own fire department when the current one is doing fine. Ms. Perry asked Council to reconsider.

Nancy Kratzer – 813 Balmoral thinks the Council is making a mistake going on our own and need to reconsider. Citizens she has spoken to does not want the change.

SCHEDULED APPEARANCES

6)a) Dennis Dix – Suncoast Parkway II – Dennis Dix spoke regarding the Suncoast Parkway Public Hearing. Funding is in place for Suncoast 2 for half of it, the 13 miles from US 98 to State Route 44. The 13 miles north of State Route 44 two US 19 is currently in suspension and not funded. Production to begin next June to be completed in 2019. The cost of the first 13 miles is approximately \$258 million and money already in place with Turnpike toll revenues. MPO adopted its work program which contains Suncoast 2, though an environmental study will be made in a section N of 44 near Norvell Bryant. At the August 18th MPO meeting, language referencing Suncoast 3 will be removed. In the MPO work program there is a section for bicycle trail-type projects.

Citrus County has 16 of this type of project, with two involving the City being Pleasant Grove and Gospel Island Dr. Projects are generally added to the 5th year program.

Councilman McBride, member of MPO provided his appreciation to Mr. Dix. He questioned if this is going to be an extension of Suncoast III to go to Jacksonville. Mr. Dix spoke of the volume of traffic around the Jacksonville I-75 corridor.

MAYOR'S LOCAL ACHIEVEMENT AWARDS

None

CITY ATTORNEY REPORT

Attorney Haag advised that the next two meetings of City Council will be handled by his wife, Attorney Jeanette Haag, in his absence due him having a medical procedure.

CONSENT AGENDA

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

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 07/07/15*
 - Recommendation – Approval

CITY MANAGER'S REPORT

10)a) 2015 Local Mitigation Strategy (LMS) was addressed by City Manager DiGiovanni who advised of the scheduled item to be on the next meeting's agenda. The document will not be copied as it is too large, and we will make it available for review in the Clerk's Office. If they wish to have the document electronically, we can make it available with a CD.

10)b) Florida Water & Pollution Control Operations Association (FW&PCOA) Safety Award – was addressed by City Manager DiGiovanni, who advised that has once again recognized the City of Inverness Wastewater Treatment Facility for the 2015 safety Award. We congratulate the systems lead Manager, Mike Regina and the entire staff of our public private partner, Woodard and Curran, for this achievement and recognition. He recognized Mike Regina and praised he and staff for the great job they do. Councilman McBride noted that this was not the first time they have received this award.

10)c) Zephyr Street Project Presentation - City Manager DiGiovanni advised that at the prior meeting of City Council we reviewed details of this project i.e., conflicts with encroachments. We have conducted informal discussion with affected people, as well as reviewed the project with the new owner of Leeson's Mobile Home Park. FDOT funding is involved and we must stay on a timetable keeping everything in place. The project start date is set for mid to late September and looking to conclude May of 2016. This will be an improvement to traffic flow, as well as pedestrian access and mobility.

We will use traffic calming at certain sections and will be addressing the crook in the road and soften the area.

10)d) Budget Transfer – Use of Contingencies was addressed by City Manager DiGiovanni who advised that the purchase of Fire Safety Equipment will be contained in the ensuing budget. An opportunity to secure fire services equipment at a very attractive price has come to our attention, and don't want to let an opportunity that can save the community, slip by. We propose to move \$250,000 of existing funds from the Government Plaza Capital Project, to Fire Safety Equipment, and replenish plaza development funds in 2016.

Councilman Hinkle motioned to authorize the transfer of \$250,000 of available funding from Government Plaza Development to Fire Safety Equipment, with the intention of replenishing plaza funding in 2016. Seconded by Councilwoman Bega. The motion carried unanimously.

10)e) Agreement for Fire District Tax was addressed. City Manager DiGiovanni stated that since 1974, the City has been part of the Fire District of Citrus Co, which was supported by people. There were changes moving forward which have caused discussions at staff level to come up with an instrument (Interlocal Agreement) that addressed a number of components of the District and the City. In the agenda packet is an agreement that is straight forward and clear with language, and identifies the Cities participation in the 1974 Voter Initiated Fire District Tax. It speaks to the fact that for 40 plus years, the City has contributed 4.8 million dollars into the District which brings to it a level of equity. The District identifies the fire station, truck, fire fighting equipment which was made available to them at that time. This agreement speaks to the existing lease the City has with the District will terminate, and that the City will reclaim the building, using the date October 1st, 2015, and if this cannot happen we will work together. It speaks to the City entering into an agreement with Nature Coast Ambulance Service to have an ambulance station in the Firehouse to provide services to the City and beyond. This is currently structured that the City's equity would stay with the district, as we want to have a very proactive relationship with the district, and we are going to enter into a Mutual Aid Agreement. He noted how Inter Agency Agreements are all subject to annual appropriation and descession of the existing Boards and you can't lock those boards into these agreements. This agreement speaks to the City commencing to providing services on or about October 1st 2015, but doesn't speak to the minor details and can be done through the annual budgetary consideration and appropriation.

The county will discuss this tomorrow morning at special meeting as they need to set their millage rates. He stated that this gives County Government a number of flexibilities they desire and gives City Council an understanding moving forward on how to build its budget and its relationship with County Government. He hoped this was clear and how this is all about building relationships and providing services well into the future.

Councilwoman Bega referenced paragraph 3, where it specifically names Nature Coast Emergency Medical Foundation and questioned if it should name them specifically, or should it just state that we will procure an agreement with another party?

Attorney Haag explained why they named Nature Coast as it referred back to an agreement between the county and Nature Coast. It was discussed and agreed to add to the agreement in paragraph 3: “or its successor in function” to the end of the sentence.

Councilman Hinkle noted that he liked the idea of leaving the equity with the County and Mutual Aid Agreement is a positive thing.

Councilman McBride noted a phone call received from commissioner earlier in the day who advised they could not vote for this Interlocal Agreement as it now stands.

Councilman McBride questioned where we would stand if there is not an agreement with this document. City Manager DiGiovanni, stated that we have time and what was in the agreement were obvious points, consistent with history, and provides a foundation moving forward.

Councilman McBride questioned what would occur if we were not ready to have our own Fire Department by Oct 1, 2015? City Manager noted that we would purchase services on a monthly basis, if that occurred. Councilman McBride read aloud the “Whereas” statement which spoke to the \$250,000 per annum amount the District is to provide the City of Inverness for operation of its fire department, and asked what would happen if the millage rate was reduced to -0-?

City Manager DiGiovanni explained that this community is currently paying that, which is the partial payment to fire services. If that went away, the council would then determine how to close that gap. One option would be to create the same dynamic that the district has created as an alternate mechanism.

Councilman McBride stated that his only other concern would be issues of cost for dispatch, radios, etc., and asked if that occurred, would we have an opportunity for the City to revisit this matter. City Manager DiGiovanni stated that the City Council reserves it’s right to meet its obligation through dialog and change in setting policy, and you always have policy opportunity with everything.

Councilman McBride questioned if Council was able to review this matter again, what would be a drop dead date for the council to have a different agreement with the County?

City Manager DiGiovanni stated that the door should always be open, as it comes down to paying your fair share to get the service. He stated that once the County adopts the budget and sets millage rates, they can’t make more, so if there was a funding mechanism in place from a 3rd party, those service levels could always be provided.

President Hepfer stated that contractually it’s good and she had a heavy heart as to why we are doing it.

Councilman Hinkle motioned adopt the Interlocal Agreement and send it to County Government for their review and ratification, with the noted change regarding Nature Coast Emergency Medical Foundation. Seconded by Councilman Ryan. The motion passed unanimously.

City Manager DiGiovanni additionally reported on the following:

- He noted recent departmental modifications, stating that Dale Malm has now changed from Development Services to Project Director, and a new addition, from the Withlacoochee Regional Planning Commission, is Bruce Day, who will be head planner for Development Services. Bruce is very familiar with all of the regulatory aspects, not only with the state, but

- also other cities. Councilman Hinkle noted how wonderful Bruce's qualifications are, as experienced as a member of the WRPC.
- The City recently experienced a catastrophic water pipe failure on the 2,300 acre Espedico Estate. The pipe was over 35 years old and the failure was caused by a lightning bolt which hit a pine tree next to the transmission line and the rupture causing water outage for the entire city. There was a boil water notice to every residence and business for one week. City Manager spoke of the required samplings that were needed to clear the boil water notice.
 - The Patriotic Evening fireworks on July 3 drew an enormous crowd, even with the treacherous weather. People are still talking about how well the event was.
 - Working to finalize the CIP and the O & M Budget for all agencies including the expanded CRA. Discussion will occur with the ICRA board and the Council regarding debt service. Will bring forward an interagency agreement between Council and the ICRA board, regarding function, etc. There are more complexities with the expanded CRA. Will see the most important and immediate use of CRA funds will be around the medical community area. These funds will also be used for the industrial park to expand and grow. We are excited about the opportunity to invest in Citrus County and the City of Inverness as it equates to jobs, etc.
 - Working toward a ribbon cutting for the illumination of Cooter Pond Linear Park, sometime in September.

COUNCIL/MAYOR SUBJECTS

Mayor Plaisted spoke of damage on his property from the recent storms. Spoke to Zephyr Street project, congratulated Woodard & Curran on their award and Dennis Dix regarding the Suncoast Parkway II.

Councilman McBride noted it is good to see we have our flags at ½ staff regarding the marines and sailor who were recently killed. He spoke to the national news involving a local gun shop owner declaring his business as a Muslim-free zone. This is disappointing and hopes it will pass.

Councilwoman Bega looks forward to the Zephyr Street project and appreciates all the citizen input at our meetings.

Councilman Ryan hopes that all appreciates what goes into our thoughts and actions as we do this in the City's best interest, and we listen to all comments. Looking forward to Zephyr Street Project and the Parrot Head Concert. Hopes everyone prays for the veterans and those fighting for our freedom.

Councilman Hinkle appreciates all that Council does for our community. He spoke to the Interlocal Agreement regarding fire services. Commended all the volunteers in the community for what they do, including the young people. He spoke to the upcoming school year, and congratulated Bruce Day on his new position with the City.

Council President Hepfer congratulated Mike, Dale, and Bruce. Thanked staff for their efforts during the water main break. She spoke to the CRA expansion and the industrial area. Zephyr Street project is very exciting, as it affects her neighborhood.

CITIZENS NOT ON AGENDA

Harry Kratzer, 813 Balmoral Court spoke to the budget transfer and funding of the fire department. City Manager stated all government funding comes from the people, as a combination of the business community and the people. Council is optioning to take a path that appears to be less impactful.

Meeting adjourned at 6:47pm

City Clerk

Council President

Agenda Memorandum – *City of Inverness*

DATE: July 31, 2015
ISSUE: Local Mitigation Strategy
FROM: City Manager (Prepared by Bruce Day)
CC: City Clerk & Bruce Day
ATTACHED: Local Mitigation Strategy Resolution

At the previous meeting City Council was provided information with links to the Local Mitigation Strategy (LMS) document, and the document on CD was provided by staff to facilitate Council review. Due to the large size the document is not included in the agenda packet.

The Disaster Mitigation Act of 2000 requires that all organizations (Governmental, tribal and not-for-profit), have an approved local mitigation plan in accordance with 44 CFR 201.6 prior to receiving Hazard Mitigation Grant Program (HMGP) funding. In March 2000, Citrus County, its political subdivisions, agencies, and private or nonprofit organizations approved the initial Citrus County Local Mitigation Strategy. This plan is a revision of the 2000 plan through the successive updates in 2005 and 2010. The 2015 LMS Working Group, chaired by Chuck Dixon, focused specifically on meeting the requirements of the Disaster Mitigation Act of 2000. The Working Group was facilitated by the Withlacoochee Regional Planning Council which provided technical assistance for the document.

To summarize the contents of the document, it contains:

- Descriptions of Citrus County and Cities
- The Citrus County Hazard identification and Vulnerability Analysis;
- Proposed strategies and actions as recommended by the LMS Working Group to reduce short and long term vulnerability to the identified hazards; and
- The continuing functions of the LMS Working Group, to further development, prioritization and implementation of the recommended hazard mitigation initiatives.

This document (LMS) provides a framework for the identification and coordination of hazard mitigation projects developed in Citrus County and with other plans, especially those developed by Regional, State and Federal agencies and those procedures developed in order to file for Federal disaster assistance, as required by Section 409 of the Robert T. Stafford Relief and Emergency Assistance Act.

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

Agenda Memorandum – *City of Inverness*

ISSUE: Local Mitigation Strategy

The enclosed Resolution is the enabling instrument that must be adopted by City Council to affirm the City's agreement and commitment to the plan's 5-year update.

Recommended Action:

1. Motion, second and vote to read the Resolution by title
 - a. Clerk reads Resolution title
2. Discuss the contents if necessary
3. To proceed, motion and second to adopt the Resolution by roll-call


Frank DiGiovanni

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

RESOLUTION 2015-09

**A RESOLUTION OF THE CITY OF INVERNESS, FLORIDA,
ADOPTING THE CITRUS COUNTY, FLORIDA 2015 LOCAL
MITIGATION STRATEGY.**

WHEREAS, the City of Inverness is vulnerable to natural hazards and faces potential damage to life, property, natural resources and the local economy; and

WHEREAS, the City of Inverness realizes the importance of reducing or eliminating those vulnerabilities for the overall good and welfare of the City; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 requires that all local organizations (governmental, tribal and not-for-profits), have an approved local mitigation plan in accordance with the Federal Register of 44 Code of Federal Regulations Part 201 prior to receiving Hazard Mitigation Grant Program (HMPG) funding; and

WHEREAS, the County Local Mitigation Strategy Working Group has updated the Citrus County Local Mitigation Strategy and provided it to the Board of County Commissioners and the elected officials of each municipality for the City of Inverness and the City of Crystal River; and

WHEREAS, the Local Mitigation Strategy has been updated to reassess the county-wide vulnerability and risk of natural hazards and identifies mitigation initiatives to ensure consistency with the Federal Disaster Mitigation Act of 2000; and

WHEREAS, the City Council finds that adopting the Local Mitigation Strategy will promote the health, safety, and welfare of the citizens of the City of Inverness and Citrus County;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Inverness that the Citrus County, Florida 2015 Local Mitigation Strategy attached hereto as Exhibit "A" is adopted as the Local Mitigation Strategy for Citrus County.

PASSED AND ADOPTED this 4th day of August, 2015, by the City Council of the City of Inverness.

CITY OF INVERNESS

BY: _____
JACQUIE HEPFER
Council President

ATTEST:

DEBORAH J. DAVIS
City Clerk

Agenda Memorandum – *City of Inverness*

DATE: August 1, 2015
TO: Elected Officials
FROM: City Manager
SUBJECT: Law Enforcement Service Agreement 10/1/15 – 9/30/16
CC: Deborah Davis and Cheryl Chiodo
Enclosure: Agreement for Law Enforcement Services

Reference is made to the attachments.

The action this evening involved two agreements: one for law enforcement; the other for School Crossings.

The City of Inverness enjoys excellent and effective relations with the Citrus County Sheriff's Office through these Interagency Agreements. The Sheriff provides a full complement of law enforcement services, and provides the service to manage recognized school crossings for students when schools are open. Statistically, crime indicators are favorable and low. The enclosed correspondence is structured to continue the program through September 30, 2016. The cost for School Crossing policing is \$16,426, and the cost for law enforcement services is \$764,409. The total program cost for next fiscal year is calculated at \$780,835, a percentage increase of 2.25% that is mostly for personnel pay increases. The ensuing budget is built to support this program and related costs.

Recommended Action –

It is recommended that City Council motion, second and vote to support and accept the agreement with the Citrus County Sheriff's Office for Law Enforcement Services through September 30, 2013, and authorize that the Council President execute the document.

Once signed, we will correspond and finalize the matter with the Sheriff's Office.



Frank DiGiovanni



CITRUS COUNTY SHERIFF'S OFFICE

A Nationally Accredited Law Enforcement Agency

**SHERIFF
JEFFREY J. DAWSY**



June 1, 2015

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

Re: Contract - Law Enforcement Services

Dear Frank:

Please allow this correspondence to serve as the Agreement to continue law enforcement services for fiscal year 2015/2016. This contract reflects a budget of \$764,409, an increase of 2.25%. This increase is a net combination of a decrease in fuel cost and an increase due to merit raises to our employees.

The services related to this contract include one full-time community resource officer, six full-time deputies, two part-time (minimum of 20 hours per week per position) PSO's, and enhanced detective services.

As always, I want to commend you and the City Council for a great working relationship as we move forward to continue to provide quality law enforcement to the residents of Inverness. Please return the signed contract to my office for our records at your earliest convenience. If you have any questions or concerns regarding the information contained herein, please do not hesitate to contact me.

Sincerely,

City of Inverness
Accepted By:

Jeffrey J. Dawsy, Sheriff
Citrus County

Date: _____

1 DR. MARTIN LUTHER KING JR. AVE. - INVERNESS, FLORIDA 34450-4968 PHONE 352 - 726-4488

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

1. RECITALS

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

2. MUNICIPAL POLICE POWERS

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

3. INTERAGENCY COORDINATION

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

4. STAFFING LEVELS/COMMUNITY RESOURCE OFFICER

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

5. CONSIDERATION

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

6. LAWS ENFORCED

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

7. FINES AND FORFEITURES

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

8. PERFORMANCE REPORTS AND CRIME REPORTING

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

9. HIRING DECISIONS

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

10. PERSONAL PROPERTY-EXCEPT VEHICLES

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

11. VEHICLES

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

12. UNIFORMS and VEHICLE MARKINGS

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

13. INDEMNIFICATION AND HOLD HARMLESS

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

might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the Sheriff, Sheriff Deputies and Sheriff's employees. Inverness agrees to hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by Inverness and enforced by the Sheriff or from acts or omissions attributable to Inverness that occurred prior to the execution of this Agreement, and Inverness agrees to indemnify the Sheriff for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the Sheriff might suffer in connection or as a result of the constitutionality of Ordinances enacted by Inverness and enforced by the Sheriff or from acts or omissions attributable to Inverness that occurred prior to the execution of this Agreement. The Sheriff does not assume any existing or contingent liabilities regarding liability of Inverness unless specifically listed above. Notwithstanding the foregoing, the Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. REVENUE SOURCES

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

15. NOTICES

The parties hereto are represented as follows:

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

16. TERM

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

17. BOCC JOINDER

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

18. NO UNINTENDED BENEFICIARIES

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

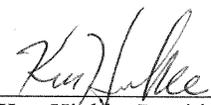
19. SCOPE OF AGREEMENT

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

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorize representatives this 23 day of September, 2014.

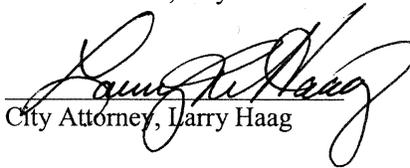
CITY OF INVERNESS:

ATTEST:

By: 
Ken Hinkle, President *9/18/14*

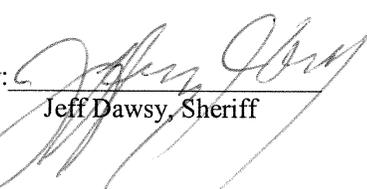

Deborah Davis, City Clerk

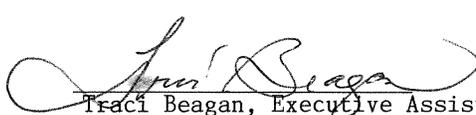
Approved as to form & content:


City Attorney, Larry Haag

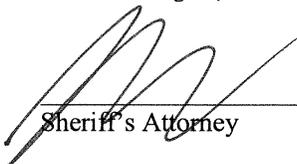
SHERIFF OF CITRUS COUNTY, FLORIDA

ATTEST:

By: 
Jeff Dawsy, Sheriff


Traci Beagan, Executive Assistant

Approved as to form & content:


Sheriff's Attorney

**2015-2016 AGREEMENT
BETWEEN
THE CITY OF INVERNESS, FLORIDA
AND
THE CITRUS COUNTY SHERIFF'S OFFICE
FOR**

SCHOOL TRAFFIC CONTROL

PREAMBLE

It is generally understood by both parties that School Traffic Control Officers will be responsible to provide for the safety of children at crossings near schools and to maintain a safe traffic flow. The absence of School Traffic Control Officers could endanger the lives of children and citizens. It is in the best interest of The City of Inverness and the Sheriff's Office to cooperatively work to maintain the highest levels of safety for children and motorists.

The program objectives will be to facilitate an orderly and safe collection, transport and discharge of students, parents and staff to and from educational centers in the City of Inverness and various locations through the county.

It is understood that for the purposes of this agreement the term "Traffic Control Officer" refers to Traffic Control Officers, School Crossing Guards or Community Service Officers.

THIS AGREEMENT, made and entered into this 1st day of July, 2015 between THE CITY OF INVERNESS, FLORIDA, (hereinafter referred to as "the City"), and THE CITRUS COUNTY SHERIFF'S OFFICE, (hereinafter referred to as the "Sheriff's Office");

WITNESSETH:

- A. The City and the Sheriff's Office desire to provide safety and traffic services to the public schools of Inverness; and
- B. A School Traffic Control Officer Program has been proposed for the public school system in Citrus County, Florida, as hereinafter described; and
- C. The City and the Sheriff's Office recognize the potential benefit of the School Traffic Control Program to the citizens and particularly the school children of Citrus County, Florida; and
- D. It is in the best interest of the City and the Sheriff's Office to establish this program;

NOW, THEREFORE, in consideration of the mutual agreement and covenants contained herein, the City and the Sheriff's Office hereby agree to the following:

ARTICLE I

ESTABLISHMENT

A School Traffic Control Program is hereby established for the public school system of Citrus County, Florida, for a 12-month period, annually commencing from the start of the official school calendar to one year later.

ARTICLE II

RIGHTS AND DUTIES OF THE SHERIFF'S OFFICE

The City will fund Traffic Control Officers (Crossing Guards) for the 2015-16 school year. The Sheriff's Office will provide School Traffic Control Officers as follows:

See Attachment A, attached hereto and incorporated herein by reference

Additional zones, as mutually agreed.

The Sheriff's Office, with input by the respective principal, will determine the number of personnel needed to successfully fill the required posts and manage the program.

Regular Duty Hours of School Traffic Control Officers

1. Each School Traffic Control Officer shall be assigned on days school is in regular session.
2. The School Traffic Control Officer shall report to the assigned sites at the times listed on Attachment A.

Duties of the School Traffic Control Officers

1. The School Traffic Control Officers will work to expeditiously guide children across thoroughfares in the safest manner possible.
2. Officers are expected to minimize the frequency of interruption to vehicular traffic.
3. When school zones become congested, assigned Officers are to use their best efforts to improve traffic flow.
4. At the crossings/intersections traveled by school buses, School Traffic Control Officers will be trained to allow buses to proceed without prolonged or unnecessary delays to other vehicles.

ARTICLE III

RIGHTS AND DUTIES OF THE CITY

The City shall cooperate and communicate with the Sheriff through the Sheriff's Office to provide appropriate services for the schools.

ARTICLE IV

FINANCING OF SCHOOL TRAFFIC CONTROL

The Sheriff's Office shall fund the School Traffic Control as follows:

Ancillary costs of all Traffic Control Officers, to include uniforms, equipment, training instruction.

The City shall fund the School Traffic Program in the sum of \$16,426. This sum shall be paid in equal quarterly installments no later than the 15 days following the end of the quarter then due.

ARTICLE V

EMPLOYMENT STATUS OF TRAFFIC CONTROL OFFICERS

Traffic Control Officers shall remain employees of the Sheriff's Office and shall not be deemed employees of the City of Inverness. The Officers will be under the direct supervision, control and chain of command of the Sheriff.

ARTICLE VI

APPOINTMENT OF TRAFFIC CONTROL OFFICERS

The Sheriff's Office shall be responsible for the recruitment, interviewing and evaluation of the Traffic Control Officers and personnel as assigned through that agency.

ARTICLE VII

DISMISSAL/REPLACEMENT OFFICERS

If the Principal of a school believes that a Traffic Control Officer assigned to that school is not effectively performing his/her duties or responsibilities, the Principal shall recommend to the Superintendent that said Officer be removed from the program at that school and shall state the reasons in writing. Within (30) days after receiving the recommendation from the Principal, the Superintendent, or his/her designee shall advise the Sheriff or his/her designee of said request. If the Sheriff's Office so desires, a meeting between the Principal or their respective designee shall be arranged to mediate any problem(s) that may exist. The Officer's attendance at this meeting will be optional. If the problem cannot be resolved in thirty (30) days or in the event mediation is not sought by the Sheriff's Office, then the Officer will be removed from that school site by the Sheriff and a replacement obtained.

ARTICLE VIII

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon 30 days written notice to the other party, indicating a dissatisfaction of performance in accordance with the terms and conditions of this Agreement. In the event this Agreement is terminated, reimbursement will be made to the Citrus County Sheriff's Office for all services rendered prior to the date of termination. Termination of this Agreement may only be accomplished as provided herein.

ARTICLE IX

NOTICES

Any and all notices or any other communication required or permitted with regard to the structure and scope of this Agreement, shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage, prepaid and addressed as follows:

City Manager
City of Inverness
212 W. Main Street
Inverness, Florida 34450

Sheriff of Citrus County
Citrus County Sheriff's Office
1 Dr. Martin Luther king Jr. Ave
Inverness, Florida 34450

ARTICLE X

GOOD FAITH

The City, the Sheriff's Office, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiations between the immediate parties, Sheriff and City, or the Superintendent and Sheriff or their designees as deemed necessary.

ARTICLE XI

MODIFICATION

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter agreed to in writing and signed by both parties.

ARTICLE XII

NON-ASSIGNMENT

This Agreement and each and every covenant herein shall not be capable of assignment unless express written consent of the City of Inverness and the Sheriff's Office is obtained.

SIGNATURES

We, the undersigned, have reviewed this Agreement for the provision of the Traffic Control Officer Program, and express our concurrence with the methodologies and goals contained. Revisions to this Agreement must be mutually approved by the Superintendent of Schools and the Sheriff of Citrus County.

City Council

Jeffrey J. Dawsy, Sheriff

Date

Date

Agenda Memorandum – *City of Inverness*

DATE: July 31, 2015
ISSUE: Major Medical, Prescription Drug, Vision & Dental Program
FROM: City Manager
CC: City Clerk, Assistant City Manager and Finance Director
ATTACHED: Memorandum by Sheri Chiodo
Medical Benefit Program Rate with PRM
Vision Care
Dental Care

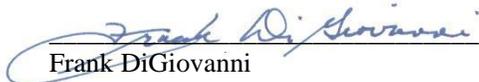
Please reference attachments for detail information on this matter.

The City of Inverness offers and maintains a benefit program in three parts that consists of: Major Medical to include prescription drugs; Vision, and Dental. As of now and for next year the program is limited to full-time employees. Additionally, dependent coverage is elective that is fully funded by the employee.

The program for Fiscal Year 2015-16 represents a 10.3% increase or \$39,100 for the year. Renewal proposals for Life Insurance, Vision and Dental are additionally included and represent no cost increase or change. The ensuing year budget has been developed to include the cost change to support the same benefit levels.

Recommended Action –

Motion, second and vote to renew the Medical, Life Insurance Plans and Prescription Drug program, with Public Risk Management recognizing a 10.3% change, and also renew the vision and dental programs to maintain benefit consistency, and authorize the City Manager to execute a renewal option letter with the parties for the 2015-16 benefit year.



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

Date: July 30, 2015

Reference: Health/Vision/Dental/Life Insurance Renewal

Health/Life/AD&D Insurance

The City has received renewal quotes for Health Insurance for Fiscal Year 2016 from Public Risk Management. The City experienced an increase in claims activity for the past year resulting in a premium increase of 10.3%. The fiscal impact of the increase is estimated to be \$39,100. The rates are provided below for your reference:

Health Coverage	Current	Proposed Active Employee Rates 10/1/15	Proposed COBRA Rates 10/1/15	Proposed Reduced Retiree Rates 10/01/15
Employee	\$723.22	\$797.42	\$813.36	\$590.32
Additional for Spouse	\$812.36	\$895.70	\$913.60	\$626.98
Additional for Child	\$358.28	\$395.02	\$402.92	
Additional for Family	\$1,095.64	\$1,208.04	\$1,232.20	

Basic employee life insurance rates will increase by 114%. The fiscal impact of the increase is estimated to be \$4,000. The Public Risk Management Insurance Pool experienced a high volume of life insurance claims this past year causing the increase.

Life Insurance	Current	Proposed Active Employee Rates 10/1/15
Basic Life per \$1,000	.20/1000	\$0.428
Basic AD&D per \$1,000 Spouse	\$0.03	\$0.03
Dependent Life	\$1.55/mos	\$1.55/mos
Voluntary Life - Employee	Age Rated	Age Rated
Voluntary Life - Spouse	Age Rated	Age Rated
Voluntary Child(ren)	\$2.00/mos	\$2.00/mos

Each year the City has the option to elect a different Blue Cross/Blue Shield plan to offset any increase it may experience during renewal. Recommendation is made to maintain the current levels of medical coverage at the increased premium rates.

Dental Insurance

The City has received renewal quotes for Dental Insurance for Fiscal Year 2016 from Dental Decisions. There are no plan changes or cost increases for the ensuing year. The rates will remain at \$19.08/mos per employee. The employee dependent rates which are 100% paid by the employee will remain at \$42.67/mos for Employee plus one and \$78.11/mos for full family coverage.

The City is currently self-insured for employee dental insurance. An analysis of the plan has been completed and is attached for your review.

Vision Insurance

There are no changes to the City’s vision insurance plan for the ensuing year. The plan will remain with United Health Care administered by the Florida League of Cities through Fiscal Year 2016. The rates will remain at \$5.73/mos per employee. The employee dependent rates which are 100% paid by the employee will remain at \$17.65/mos.

Recommended Council Action:

1. Recommend acceptance to renew the Medical and Life Insurance Plans with Public Risk Management for Fiscal Year 2016 with a 10.3% increase in medical and a 114% increase in the employee basic life insurance premium.
2. Recommend acceptance of the Dental Plan with Dental Decisions and Vision Plan with the Florida Municipal Insurance Trust as presented.
3. Authorize the City Manager to execute the renewal options letters with Public Risk Management, Florida League of Cities and Dental Decisions for the 2016 benefit year.

City of Inverness

Overall Increase

10.3%

Sample Group Health Rates - \$500,000 Surplus Release

Medical - PRM Plan PPO 0702 Coverage	Active Rates		COBRA	Reduced Retiree	
	Current	Proposed 10/1/2015	Proposed 10/1/2015	Current	Proposed 10/1/2015
EE	\$859.14	\$947.28	\$966.22	\$636.00	\$701.24
Additional for Spouse	\$965.04	\$1,064.04	\$1,085.32	\$675.52	\$744.82
Additional for Child	\$425.60	\$469.26	\$478.64		
Additional for Family	\$1,301.54	\$1,435.06	\$1,463.76		

Medical - PRM Plan BlueOptions 03748 Coverage	Active Rates		COBRA	Reduced Retiree	
	Current	Proposed 10/1/2015	Proposed 10/1/2015	Current	Proposed 10/1/2015
EE	\$820.90	\$905.12	\$923.22	\$607.72	\$670.06
Additional for Spouse	\$922.08	\$1,016.68	\$1,037.00	\$645.46	\$711.68
Additional for Child	\$406.66	\$448.38	\$457.34		
Additional for Family	\$1,243.62	\$1,371.20	\$1,398.62		

Medical - PRM Plan HMO 55 (HMO 05) Coverage	Active Rates		COBRA	Reduced Retiree	
	Current	Proposed 10/1/2015	Proposed 10/1/2015	Current	Proposed 10/1/2015
EE	\$769.28	\$848.20	\$865.16	\$569.46	\$627.88
Additional for Spouse	\$864.08	\$952.72	\$971.76	\$604.86	\$666.90
Additional for Child	\$381.08	\$420.16	\$428.56		
Additional for Family	\$1,165.40	\$1,284.96	\$1,310.64		

Medical - PRM Plan HMO 59 (HMO 042) Coverage	Active Rates		COBRA	Reduced Retiree	
	Current	Proposed 10/1/2015	Proposed 10/1/2015	Current	Proposed 10/1/2015
EE	\$738.94	\$814.74	\$831.02	\$547.02	\$603.14
Additional for Spouse	\$830.02	\$915.18	\$933.48	\$581.02	\$640.62
Additional for Child	\$366.06	\$403.60	\$411.66		
Additional for Family	\$1,119.46	\$1,234.30	\$1,258.98		

Medical - PRM Plan PPO 0727 Coverage	Active Rates		COBRA	Reduced Retiree	
	Current	Proposed 10/1/2015	Proposed 10/1/2015	Current	Proposed 10/1/2015
EE	\$723.22	\$797.42	\$813.36	\$535.40	\$590.32
Additional for Spouse	\$812.36	\$895.70	\$913.60	\$568.64	\$626.98
Additional for Child	\$358.28	\$395.02	\$402.92		
Additional for Family	\$1,095.64	\$1,208.04	\$1,232.20		

Medical - PRM Plan BlueOptions 05168/05169 Coverage	Active Rates		COBRA	Reduced Retiree	
	Current	Proposed 10/1/2015	Proposed 10/1/2015	Current	Proposed 10/1/2015
EE	\$703.88	\$776.08	\$791.60	\$521.06	\$574.52
Additional for Spouse	\$790.66	\$871.78	\$889.20	\$553.44	\$610.22
Additional for Child	\$348.68	\$384.44	\$392.12		
Additional for Family	\$1,066.34	\$1,175.74	\$1,199.24		

Medical - PRM Plan BlueOptions 03559 Coverage	Active Rates		COBRA	Reduced Retiree	
	Current	Proposed 10/1/2015	Proposed 10/1/2015	Current	Proposed 10/1/2015
EE	\$695.64	\$767.00	\$782.34	\$514.98	\$567.80
Additional for Spouse	\$781.38	\$861.54	\$878.76	\$546.96	\$603.06
Additional for Child	\$344.60	\$379.94	\$387.52		
Additional for Family	\$1,053.86	\$1,161.98	\$1,185.20		

Medical - PRM Plan BlueOptions 03359 Coverage	Active Rates		COBRA	Reduced Retiree	
	Current	Proposed 10/1/2015	Proposed 10/1/2015	Current	Proposed 10/1/2015
EE	\$677.34	\$746.82	\$761.74	\$501.42	\$552.86
Additional for Spouse	\$760.82	\$838.88	\$855.64	\$532.58	\$587.22
Additional for Child	\$335.54	\$369.96	\$377.34		
Additional for Family	\$1,026.12	\$1,131.38	\$1,154.00		

Medical - PRM Plan BlueOptions 05360 Coverage	Active Rates		COBRA	Reduced Retiree	
	Current	Proposed 10/1/2015	Proposed 10/1/2015	Current	Proposed 10/1/2015
EE	\$655.78	\$723.06	\$737.52	\$485.46	\$535.26
Additional for Spouse	\$736.60	\$812.16	\$828.40	\$515.62	\$568.52
Additional for Child	\$324.86	\$358.18	\$365.34		
Additional for Family	\$993.46	\$1,095.38	\$1,117.28		

Medical - PRM Plan BlueOptions 05901 Coverage	Active Rates		COBRA	Reduced Retiree	
	Current	Proposed 10/1/2015	Proposed 10/1/2015	Current	Proposed 10/1/2015
EE	\$569.08	\$627.46	\$640.00	\$421.28	\$464.50
Additional for Spouse	\$639.22	\$704.80	\$718.88	\$447.44	\$493.34
Additional for Child	\$281.90	\$310.82	\$317.02		
Additional for Family	\$862.12	\$950.56	\$969.56		

UnitedHealthcare Vision has been trusted for more than 40 years to deliver affordable, innovative vision care solutions to the nation's leading employers through experienced, customer-focused people and the nation's most accessible, diversified vision care network.

In-network, covered-in-full benefits (after applicable copay) include a comprehensive exam, eye glasses with standard single vision, lined bifocal, or lined trifocal lenses, standard scratch-resistant coating¹ and the frame, or contact lenses in lieu of eye glasses.

Copays for in-network services	
Exam	\$10.00
Materials	\$0.00
Benefit frequency	
Comprehensive Exam	Every 12 months
Spectacle Lenses	Every 12 months
Frames	Every 24 months
Contact Lenses in Lieu of Eye Glasses	Every 12 months
Frame benefit	
Private Practice Provider	\$50.00 wholesale frame allowance (approximate retail value of \$120.00-\$150.00)
Retail Chain Provider	\$130.00 retail frame allowance
Lens options	
Standard scratch-resistant coating – covered in full. Other optional lens upgrades may be offered at a discount. (Discount varies by provider.)	
Contact lens benefit	
<p>Covered-in-full elective contact lenses The fitting/evaluation fees, contact lenses, and up to two follow-up visits are covered in full (after copay). If you choose disposable contacts, up to 6 boxes are included when obtained from a network provider.</p> <p>All other elective contact lenses A \$150.00 allowance is applied toward the fitting/evaluation fees and purchase of contact lenses outside the covered selection (materials copay does not apply). Toric, gas permeable and bifocal contact lenses are examples of contact lenses that are outside of our covered contacts.</p> <p>Necessary contact lenses² Covered in full after applicable copay.</p>	
Out-of-network reimbursements up to (Copays do not apply)	
Exam	\$40.00
Frames	\$45.00
Single Vision Lenses	\$40.00
Bifocal Lenses	\$60.00
Trifocal Lenses	\$80.00
Lenticular Lenses	\$80.00
Elective Contacts in Lieu of Eye Glasses ²	\$150.00
Necessary Contacts in Lieu of Eye Glasses ²	\$210.00
Laser vision benefit	
<p>UnitedHealthcare Vision has partnered with the Laser Vision Network of America (LVNA) to provide our members with access to discounted laser vision correction providers. Members receive 15% off usual and customary pricing, 5% off promotional pricing at over 500 network provider locations and even greater discounts through set pricing at LasikPlus locations. For more information, call 1-888-563-4497 or visit us at www.uhclasik.com.</p>	

¹ On all orders processed through a company owned and contracted Lab network.

² The out-of-network reimbursement applies to materials only. The fitting/evaluation is not included.

³ Necessary contact lenses are determined at the provider's discretion for one or more of the following conditions: Following post cataract surgery without intraocular lens implant; to correct extreme vision problems that cannot be corrected with spectacle lenses; with certain conditions of anisometropia; with certain conditions of keratoconus. If your provider considers your contacts necessary, you should ask your provider to contact UnitedHealthcare Vision confirming reimbursement that UnitedHealthcare Vision will make before you purchase such contacts.

Important to Remember:

- Benefit frequency based on last date of service.
- Your \$150.00 contact lens allowance is applied to the fitting/evaluation fees as well as the purchase of contact lenses. For example, if the fitting/evaluation fee is \$30, you will have \$120.00 toward the purchase of contact lenses. The allowance may be separated at some retail chain locations between the examining physician and the optical store.
- Medically necessary contact lenses are determined at the provider's discretion for one or more of the following conditions: Following post cataract surgery without intraocular lens implant; to correct extreme vision problems that cannot be corrected with spectacle lenses; with certain conditions of anisometropia; with certain conditions of keratoconus. If your provider considers your contacts necessary, you should ask your provider to contact UnitedHealthcare Vision confirming how much of a reimbursement you can expect to receive before you purchase such contacts.
- You can log on to our website to print off your personalized ID card. An ID card is not required for service, but is available as a convenience to you should you wish to have an ID card to take to your appointment.
- Out-of-Network Reimbursement, when applicable: Receipts for services and materials purchased on different dates must be submitted together at the same time to receive reimbursement. Receipts must be submitted within 12 months of date of service to the following address: UnitedHealthcare Vision Attn. Claims Department P.O. Box 30978 Salt Lake City, UT 84130 FAX: 248.733.6060.
- UnitedHealthcare Vision offers an Additional Materials Discount Program. At a participating network provider you will receive a 20% discount on an additional pair of eyeglasses or contact lenses. This program is available after your vision benefits have been exhausted. Please note that this discount shall not be considered insurance, and that UnitedHealthcare Vision shall neither pay nor reimburse the provider or member for any funds owed or spent. Not all providers may offer this discount. Please contact your provider to see if they participate. Discounts on contact lenses may vary by provider. Additional materials do not have to be purchased at the time of initial material purchase. Additional materials can be purchased at a discount any time after the insured benefit has been used.

Please note: If there are differences in this document and the Group Policy, the Group Policy is the governing document. Please consult the applicable policy/certificate of coverage for a full description of benefits, including exclusions and limitations.

The following services and materials are excluded from coverage under the Policy: Post cataract lenses; Non-prescription items; Medical or surgical treatment for eye disease that requires the services of a physician; Worker's Compensation services or materials; Services or materials that the patient, without cost, obtains from any governmental organization or program; Services or materials that are not specifically covered by the Policy; Replacement or repair of lenses and/or frames that have been lost or broken; Cosmetic extras, except as stated in the Policy's Table of Benefits.

UnitedHealthcare Vision coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. Plans sold in Texas use policy form number VPOL.06 and associated COC form number VCOC.INT.06.TX.

UnitedHealthcare Vision®

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Vision Benefit Card

UnitedHealthcare Vision®

Florida Municipal
Insurance Trust

Exam	once every 12 months
Lenses	once every 12 months
Frames	once every 24 months
Contacts*	once every 12 months

*(in lieu of lenses & frames)

Exam Copay	\$10.00
Materials Copay	\$0.00

To print a personalized ID card, please logon to our website and select 'Print ID card' from the member benefits page.

UnitedHealthcare Vision®

www.myuhcvision.com

Customer Service: 800-638-3120

TDD for Hearing Impaired: 1.800.524.3157

Provider Locator: 1.800.839.3242

Cheryl Chiodo

From: Sheila Densmore
Sent: Wednesday, July 29, 2015 4:41 PM
To: Cheryl Chiodo
Subject: FW: October Dental Renewal
Attachments: Report-CityInverness15.xls

[Here's Dental](#)

From: Tammy Miller [mailto:tmiller@jrstoner.com]
Sent: Tuesday, July 21, 2015 12:13 PM
To: Sheila Densmore
Subject: October Dental Renewal

Good Afternoon Sheila,
Unbelievably it is already time to review your claims vs. funding experience for this past plan year. I have attached a Fund Account Transaction Report for your review. The report indicates that the plan has continued to run solid and requested funding is sufficient to cover incurred claims while keeping lower than average rates. If you are happy with the results, I would recommend leaving the plan as is – no increase to rates or change to benefit tiers. Please let me know if you are in agreement.
Sincerely,
Tammy Miller
Dental Decisions

Tammy Miller | Associate Agent | The Stoner Organization
700 Central Avenue | Suite 404 | St. Petersburg, FL 33701
Phone 727.823.8331 | Fax 727.822.5279 | tmiller@jrstoner.com | www.thestonerorganization.com

Referrals from clients and advisors are highly valued.

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 Please consider the environment before printing this email.

Dental Decisions
Fund Account Transaction Summary
City of Inverness

Plan : 100% first \$150; 50% thereafter to \$1000 ann/ortho maximum

Plan	Rates
Employee Only	\$ 19.08 (38)
Employee + 1	\$ 42.67 (5)
Full Family	\$ 78.11 (3)

46 Covered Employees

Month	Requested Funding	Paid Funding	Paid Admin Fees	Account Disbursement	Claim Checks	Paid Co-Pays & Withholds
2014						
Oct	1,060.96	1,134.56	42.00	491.50	4	80.00
Nov	1,015.57	1,153.64	40.00	604.50	3	60.00
Dec	1,168.21	1,104.67	53.00	2,462.50	13	260.00
Jan-15	1,217.18	1,113.69	46.00	2,076.00	8	160.00
Feb	1,099.12	995.63	46.00	880.00	8	160.00
Mar	1,113.69	1,113.69	46.00	380.00	5	100.00
Apr	1,156.36	1,137.28	47.00	798.50	9	180.00
May	1,175.44	1,137.78	47.00	895.50	5	100.00
June	1,136.78	1,099.12	44.00	1,005.00	7	140.00
TOTALS	\$ 10,143.31	\$ 9,990.06	\$ 411.00	\$ 9,593.50	62	1,240.00

Beginning Balance	\$ 7,095.17
Total Deposits	\$ 9,990.06
Sub-Total	\$ 17,085.23
Total Account Disbursements	\$ 9,593.50
Paid to Dentists/Participants	\$ 8,353.50
Paid to TPA for Administration	\$ 620.00
Paid to JRS for Administration	\$ 1,031.00
Ending Balance	\$ 7,080.73
Average Claim Check	\$ 154.73

*In case of non-accepting dentist, additional \$5.00 withhold is applied to patient

Agenda Memorandum – *City of Inverness*

DATE: July 31, 2015
ISSUE: Leeson Mobile Home Park Encroachments, Resolution, MOU
FROM: City Manager
CC: City Clerk, Dale Malm, Bruce Day
ATTACHED: Memorandum of Understanding to Resolve Items

Reference is made to the attached, and presentation on the Zephyr Street Project.

Discussions were held with the owner of Leeson's Mobile Home Park regarding plans for the pending Zephyr Street project, and encroachments by the Park's units. The Park welcomes the roadway improvement project, which will improve flow and pedestrian safety by employing traffic calming in the design.

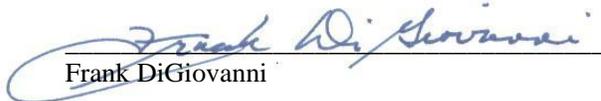
The enclosed Memorandum of Understanding (MOU) was developed by the parties and structured to cause correction to encroachment items in a reasonable manner that is not overly burdensome financially to the Park. We also address drainage and an easement through the Park that was enacted in the 1950's, and will no longer be necessary when the project is final. A major component of the MOU involves replacement of existing mobile home units whereby the City will permit replacement of up to 10 mobile units within one (1) calendar year from the date of this Agreement without the requirement of any further approval by the City as required in Chapter 13 of the City's Code of Ordinances, provided all necessary building permits are secured.

The City Attorney reviewed this document and finds it acceptable for consideration by City Council. **IMPORTANTLY**, the City will be the second or last signer of the document and will follow the execution of all parts by Lesson's Mobile Home Park.

Recommended Action –

Motion, second and vote to accept the terms and conditions of the MOU between the City of Inverness and Leeson's Mobile Home Park, and authorize the Council President to execute the document after it is signed by the representative owner of Leeson's.

Please contact me with any questions.


Frank DiGiovanni

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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on this _____ day of _____, 2015 by and between the CITY OF INVERNESS, a municipal corporation of the State of Florida whose mailing address is 212 W. Main Street, Inverness, Florida 34450, hereinafter referred to as “City”, and Leeson’s MHC, LLC, a limited liability company organized and registered in the State of Florida at 602 Zephyr Street whose Mailing address is PO Box 115, La Crosse, WI 54602-0115 hereinafter referred to as “Owner”.

WITNESSETH;

WHEREAS, The City of Inverness desires to make improvements to certain City streets where such streets are in close proximity to property of Owner; and

WHEREAS, the Owner is operating a Mobile Home Park commonly known as Leeson’s Mobile Home Community comprising two (2) parcels of land located at 602 Zephyr Street (Altkey 1759358) and 509 Zephyr Street (Altkey 2911522) within the City of Inverness per attached EXHIBIT A; and,

WHEREAS, the parties recognize that encroachments exist from residential mobile homes and other structures from the lands owned by Owner upon City lands and rights-of –ways; and,

WHEREAS, removal of the encroachments is necessary for the street improvements to proceed; and,

WHEREAS, the parties agree to work together for the resolution of the encroachment and other concerns for the mutual benefit of both parties; and,

WHEREAS, the parties understand and agree that time is of the essence in completion of all of the covenants of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants here in contained City and Owner agree as follows:

1. At Owner cost, Owner agrees to remove all encroachments from the City rights-of-way and lands located on or adjacent to Zephyr Street and Line Avenue within the City of Inverness, no later than December 31, 2015.
2. At Owner cost, Owner agrees to remove all encroachments from the City rights-of-way and lands located on or adjacent to Cherry Avenue within the City of Inverness, by August 1, 2016.

3. Entrance to the 602 Zephyr Street parcel from Line Avenue shall exist at Conroy Avenue only, with no other individual mobile home unit or park access permitted from Line Avenue to this parcel. City shall be responsible for the closure of any and all other access points on Line to this parcel as they may exist at no cost to Owner.
4. Under this Agreement and to accommodate the required encroachment resolution, the City will permit the replacement of up to 10 mobile units within one (1) calendar year from the date of this Agreement without the requirement of any further approval by the City as required in Chapter 13 of the City's Code of Ordinances but will require necessary building permits.
5. City agrees to vacate its easement with Owner dated February 23, 1956 for the maintenance of a storm-water sewer and drain, and City agrees to disconnect and to render unusable the existing drain on Owner's property per this easement at a method of the City's discretion and expense.
6. City agrees to ensure design of the future Designated Water Retention Area (DRA) on Cherry Ave. in such a manner so as to provide for vehicular driveway access to the park from Cherry Ave. on to Muskmellon Road. City makes no commitments nor warrants any future construction requirements, maintenance nor improvements to the aforementioned driveway.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above and each party warrants that all necessary governmental actions to bind the parties to the terms of this Agreement have taken place.

CITY OF INVERNESS

A Municipal Corporation of the State of Florida

By: _____

Printed Name: _____

Title: _____

LEESON'S MHC, LLC

A Limited Liability Company of the State of Florida

By: _____

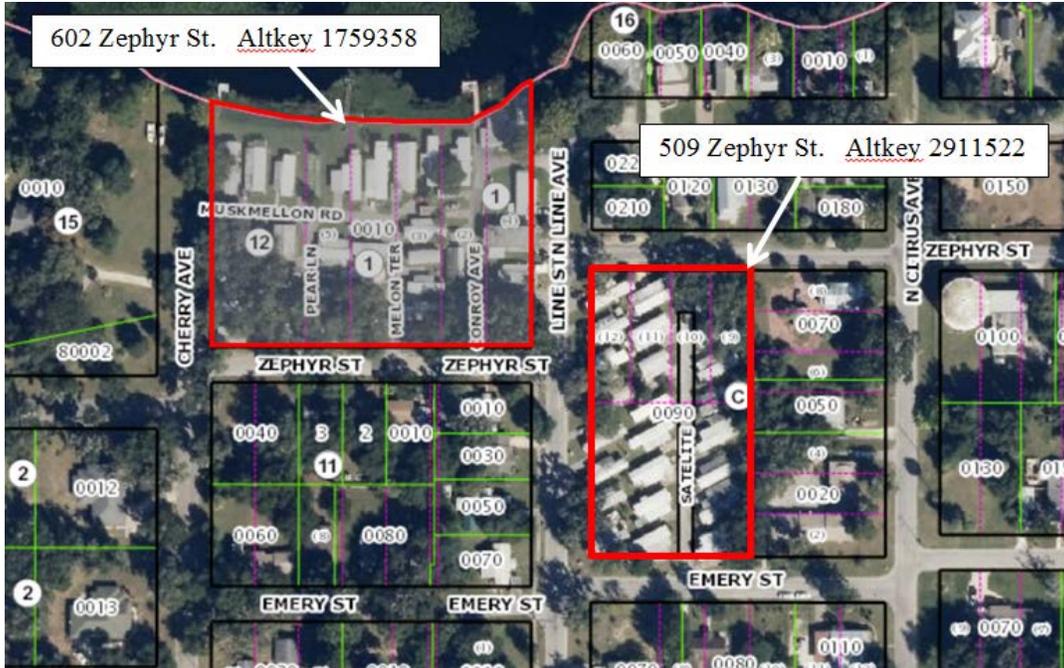
Printed Name: _____

Title: _____

DRAFT

EXHIBIT A

Respective Parcels Outlined in Red



602 Zephyr St. Legal Description (Altkey 1759358):

TOMPKINSVILLE ADDITION TO CITY OF INV PB 1 PG 36 LOTS
1,2,3,4,5 BLK 1 & ALL OF BLK 12

509 Zephyr St. Legal Description (Altkey 2911522):

LAKEVIEW ADD TO INVERNESS PB 1 PG 39: LOTS 9 TO 12 INCL BLK
C & BEG 30FT E OF NW COR OF SW1/4 OF NW1/4 TH E176 1/2FT, TH
S100 FT, TH W176 1/2FT, TH N 100 FT TO POB ----AND----
LAKEVIEW ADD TO INVERNESS: BEG AT A PT ON E BDRY OF LINE ST
SD POB BEING 30FT E & 100FT S OF NW COR OF SW1/4 OF NW1/4
OF SEC 17 TH E 176.5FT MOL TO W BDRY OF LOT 3 IN BLK C PB 1
PG 39, TH S AL W BDRYS OF LOTS 2 & 3 BLK C 75FT MOL, TO N
BDRY OF EMERY ST (LORINA ST), TH W AL N BDRY OF EMERY ST
(LORINA ST) 176.5FT MOL TO E BDRY OF LINE ST TH N 75FT MOL
TO POB TITLE IN OR BK 1389 PG 1889 & OR BK 1681 PG 2389