

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
October 6, 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) Crystal River Aquarium - Art Jones

- 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
October 6, 2015 - 5:30 PM**

8) CITY ATTORNEY REPORT

9) CONSENT AGENDA

- 4 a) Bill Listing *
- Recommendation - Approval*
- 5 - 16 b) Council Minutes - 09/14/15PH ; 09/15/15 ;09/29/15PH*
- Recommendation - Approval*
- 17 - 18 c) Proclamation - "Red Ribbon Week"
- Recommendation - Approval*
- 19 - 20 d) Proclamation - "National American Indian Heritage Month"
- Recommendation - Approval*
- 21 - 22 e) Cemetery Lot Repurchase - Lot 347 & N 1/2 of Lot 348, SW Addition*
- Recommendation - Approval*
- 23 - 24 f) Surplus Property Disposal*
- Recommendation - Approval*

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

- 25 - 59 a) Merry Building Property Lease*
- 60 - 76 b) Agreement for Land Swap*
- 77 - 78 c) Fire Truck Decal*
- 79 - 81 d) Events & Visitors Bureau Temporary Employees*

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
October 6, 2015 - 5:30 PM**

- 82 - 83 e) Fire Services Agreement (Verbal)
 f) Employee Compensation Program*
- g) 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

Friday Night Thunder

Friday, October 16, 2015 at 5:00pm

Downtown Inverness

Inverness City Council Regular Meeting

Tuesday, October 20, 2015 at 5:30pm

Inverness Government Center

10/02/2015 09:24
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 1
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 10/02/15
			TOTALS FOR AT & T MOBILITY NATIONAL ACCOUNTS LLC		39.10
			TOTALS FOR DUMONT COMPANY INC		210.00
			TOTALS FOR MT CAUSLEY, INC		3,786.25
			TOTALS FOR MUNIS		4,112.50
			TOTALS FOR NATIVE WELL & PUMP		2,400.00
			TOTALS FOR PUBLIC RISK INSURANCE AGENCY		16,533.00
			TOTALS FOR UB REFUND		1,351.56
			TOTALS FOR UNIFIRST CORPORATION		52.23
			REPORT TOTALS		28,484.64

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

September 14th, 2015
5:01 PM

The City Council of the City of Inverness met on the above date for the 2015/16 FY Tentative Budget Public Hearing -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, Asst. City Manager Williams ,Finance Director Chiodo, and City Clerk Davis.

The following Notice was served to all Council, Mayor, Media, publicly posted, and TRIM'S were mailed to each City of Inverness property owner by the Property Appraiser's Office.

NOTICE
INVERNESS 2015/16 BUDGET PUBLIC HEARINGS
NOTICE OF PUBLIC HEARING DATE CHANGES

BE ADVISED BUDGET PUBLIC HEARING DATES FOR THE 2015-16 FY ARE CALLED FOR BY THE CITY COUNCIL OF THE CITY OF INVERNESS, AT 212 W. MAIN STREET, INVERNESS, FLORIDA AS FOLLOWS:

Monday, September 14th 5:01pm Tentative Budget Adoption – 1st Public Hearing

Tuesday, September 29th 5:01pm Final Budget Adoption – Final Public Hearing

/s/ Jacquie Hepfer
President of City Council

Council President Hepfer stated the purpose of this hearing was to tentatively adopt a property tax rate (or millage) and budget for the 2015-2016 fiscal year for the City of Inverness. A proposed property tax rate was advertised on the TRIM notices of 6.9949 mills. The City Budget has been finalized using the rate 6.9949 mills. The Tentative millage rate is greater than the rolled back rate of 5.6679 mills by 23.41%. President Hepfer stated the Ad-valorem Taxes are increasing based on the addition of Citrus Memorial Hospital to the tax rolls increasing the property values by \$74,761,330 which represents 74.16% of the total property valuation increases for the ensuing year's budget. 95% of the increases in ad-valorem revenues from the hospital are dedicated to the

Inverness Community Redevelopment Agency in the amount of \$481,770 and have been incorporated in the proposed budget”.

Council input:

Councilman McBride questioned last year’s millage rate being he same as last years, he asked why we wouldn’t we -refer back to the rollback rate as being 6.9949 mills? City Manager explained that the roll back is defined in the state of Florida as the rate that brings in the exact same amount of money. In this case, based on the additional of the Hospital, it would push the rate to 5.6679 mills.

President Hepfer_ asked if there was anyone present who wished to address the council as to any item within the Budget or millage levy.

There was no one from the public that wished to speak.

President Hepfer advised that proposed budget was developed using the rate of 6.9949 mills. The next motion must be to adopt the tentative millage rate. Any budget amendments may be made after adoption of the tentative millage rate. She asked if there was motion to read the Tentative Mill Levy Resolution by title only.

Councilwoman Bega motioned to read the Resolution by title only. Seconded by Councilman . Hinkle The motion carried.

RESOLUTION 2015- 12

A RESOLUTION OF THE CITY OF INVERNESS OF CITRUS COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF INVERNESS FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2015 AND ENDING ON SEPTEMBER 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman Ryan moved to adopt the Resolution, tentatively adopting the millage rate. Seconded by Councilwoman Bega. Roll call vote was as follows: Councilman Hinkle, yes; Councilwoman Bega, yes; Councilman McBride, yes; Councilman Ryan, yes; President Hepfer, yes. The motion carried unanimously.

President Hepfer then stated the next item for consideration was the Ordinance to adopt the City Budget for fiscal year 2015/2016. He asked if there was a motion to read the Ordinance by title only. **Councilman Hinkle motioned to read the Ordinance by title only. Seconded by Councilwoman Bega. The motion carried.**

ORDINANCE NO. 2015-711

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA ADOPTING A FINAL BUDGET COMMENCING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR PROPOSED EXPENDITURES; PROVIDING TAXABLE VALUES; PROVIDING FOR OPERATIVE FISCAL YEAR; PROVIDING FOR EXPENDITURES DURING FISCAL YEAR AND SUBSEQUENT HOLD OVER FUNDS; PROVIDING FOR AMENDMENTS TO BUDGET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR EFFECTIVE DATE.

President Hepfer asked if there was a motion to tentatively adopt the Budget Ordinance for 2015-2016 fiscal year as proposed on the first reading. **Councilman Hinkle motioned to tentatively adopt the Budget Ordinance for 2015/2016 Fiscal year as proposed by roll call vote. Seconded by Councilman Ryan . Roll call vote was as follows: Councilman Hinkle, yes; Councilwoman Bega, yes; Councilman McBride, yes; Councilman Ryan, yes; President Hepfer , yes. The motion carried unanimously.**

City Manager DiGiovanni stated the second (final) Public Hearing to adopt the budget is scheduled for Tuesday, September 29th, 2015, 5:01pm in the Inverness City Government Center, 212 West Main Street, Inverness, FL.

The meeting adjourned @ 5:07 pm.

City Clerk

Council President

September 15th, 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 Day, Project Director Malm, Event Director Skeelee-Hogan, Deputy Clerk Jackson, 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 Councilman Ryan. The motioned carried.

PUBLIC HEARINGS

4)a) Rosemont/Rolling Green Utility Acquisition was addressed by Council President Hepfer.

Councilwoman Bega motioned to have City Clerk Davis read Resolution 2015-14 by title only. Seconded by Councilman Hinkle. The motion carried.

RESOLUTION NO. 2015 - 14

A RESOLUTION OF THE CITY OF INVERNESS PROVIDING FOR THE PURCHASE OF THE ROSEMONT/ROLLING GREENS POTABLE WATER SYSTEM FROM THE CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES; PROVIDING FOR FINDINGS; PROVIDING FOR FINDING OF PUBLIC PURPOSE, NECESSITY AND THAT THE PURCHASE IS IN THE PUBLIC INTEREST IN CONFORMANCE WITH SECTION 180.301, FLORIDA STATUTE; PROVIDING APPROVAL AND AUTHORIZATION TO PURCHASE; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

City Manager DiGiovanni explained that with this Acquisition, the affected customers will be provided potable water, eventual fire flow, and stabilized rates, which they do not currently have. The City also benefits by an expanded customer base that will be serviced by a main transmission line that is already in place. The purchase price of

\$107,000 has been analyzed by hired consultants and negotiated with the County. This will involve a \$10,000 interconnection cost that the county will build and construct, but will not include the transfer of the water source (well). The matter has been fully review by City legal counsel. This public hearing has been advertised for members of the City utility system and from residents of Rosemont/Rolling Green to render comment on the purchase. County government was obligated, as the owner of the system, to notice all the parties and conduct a public hearing to receive comment by their customers. He stated that this was an enabling resolution and once adopted, commits us to the action to engage the contract, the terms and conditions etc. authorizing the Council President to execute those documents.

**President Hepfer opened the Public Hearing.
There was no one speaking for or against the matter.
The Public Hearing was closed.**

Council Deliberation:

Councilman McBride asked to have explained how the City would recoup our money we are spending for these entities? City Manager stated that anytime you extend the utility system you have cost and in this situation is a Customer Base that was already established and we will be taking over the waterline, meters, of this system. The recoup being of the invested funds of \$107,000 which will come back to the system through the sale of the consumptive use of the water. It has already been factored and figured to have an acceptable return of the initial investment and it is prudent to expand the customer base of the utility. Utility systems always need to grow, which is the benefit of all parties. It was noted that the customers will pay a 25% surcharge for being outside the City of Inverness.

Councilwoman Bega asked if this expansion would move forward the expansion of water either into the Country Club or into Sweetwater behind Rosemont? City Manager stated that water is partly in the country club area now. The next area to work on providing water to will be Sweetwater Homes, which is outside the City.

Councilman Hinkle questioned the cost to hookup fire hydrants in the future.

Councilman Hinkle motioned to adopt Resolution 2015-14, by roll call vote. Seconded by Councilwoman Bega. Roll call vote was as follows: Councilwoman Bega, yes; Councilman McBride, yes; Councilman Hinkle, yes; Councilman Ryan, yes; President Hepfer, yes. The motion carried unanimously.

OPEN PUBLIC MEETING

None

SCHEDULED APPEARANCES

6)a) Great Bay Distribution Check Presentation of their partnership with the City and events. Owner Ron Petrini, General Sales Vice President Bill Carmen, Manager Chris

Lewis were present for this presentation. Over three years Great Bay has contributed \$22,500 at \$7,500 per year.

6)b) Boys & Girls Club Check Presentation for the proceeds from the Taste of Inverness, with Ed Lattin thanking Council for all they've done for the Boys and Girls Clubs.

MAYOR'S LOCAL ACHIEVEMENT AWARDS

7)a) Inverness Sertoma 35th Anniversary Proclamation was presented to Bud Osborne, representing the club, who spoke of the club's activity in the county.

CITY ATTORNEY REPORT

None

CONSENT AGENDA

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

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 09/01/15 *
 - Recommendation – Approval

CITY MANAGER'S REPORT

10)a) Valerie Theatre Project Settlement was addressed by City Manager DiGiovanni. He advised that a claim was made by the adjoining property owner, against the Valerie Theatre project, for alleged roof damage that caused a leak which took \$1,200.00 to repair. The owner had the leak repaired and filed a monetary claim. He spoke to the difficulties we encountered with the Valerie Project and the caution the workers took to void damage to adjoining property. The claim was investigated and the final analysis of the cause was inconclusive, but determined it best to be good neighbors and yield to the claim. Normally this would be handled through the City Manager, but in this situation, it was structured for Council President's signature. The City will recoup this \$1200 through the contractor after project completion.

Councilman Hinkle motioned to accept the settlement agreement between the City and Bear Real Estate Investments, Incorporated, in the amount of \$1200.00 to bring closure between the parties as it relates to the Valerie Theatre Project, and authorize the President to execute the document. Seconded by Councilman Ryan. The motion carried.

10)b) Merry Building Property Lease was addressed by City Manager DiGiovanni who explained how involved this issue is, and Mr. Perry, who is making this request is not present this evening and asked that we table this to the next meeting of City Council.

Councilman Hinkle motioned to table the item regarding Mr. Perry. Seconded by Councilwoman Bega. The motion carried.

10)c) Event Fee Resolution regarding Cooter Festival/Stock was addressed. City Manager DiGiovanni spoke of Cooter Festival which began in 2004 as a celebration of a fresh water turtle and morphed into a 3 Day Cooterstock Music Festival. He noted the enclosed Resolution which established certain fees to support the quality of these programs and we must capture the value of booth space at several levels. The Resolution also included fees for micro-events that are part of overall activity to include Cooter Festival & Grand Prix in particular. The different fee values were outlined as they pertain to different events. City Manager spoke of the event program from the marketing and economic impact perspective.

Councilwoman Bega motioned to have City Clerk Davis read Resolution 2015-11 by title only. Seconded by Councilman Ryan. The motion carried.

RESOLUTION 2015-11

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF INVERNESS, ESTABLISHING FEES FOR VENDORS AT VARIOUS CITY OF INVERNESS EVENTS.

Councilman Ryan motioned to adopt Resolution 2015-11, by roll call vote. Seconded by Councilwoman Bega. Roll call vote was as follows: Councilwoman Bega, yes; Councilman McBride, yes; Councilman Hinkle, yes; Councilman Ryan, yes; President Hepfer, yes. The motion carried.

10)d) Plan Review and Building Fee Schedule-Resolution was addressed regarding improvements to property and/or development. Regarding the fees, the total City is not affected, and the individual is the one benefiting. The recommended modification is to cover a much larger portion of the costs. He stated how currently the building inspector is contracted out, as it is cost effective. Attachments A & B are due to multi-level fees and conditions for fees to be applied. A tremendous amount of research went into this and recognized the efforts of Bruce Day, Dale Malm and Eric Williams.

Councilman Hinkle motioned to have City Clerk Davis read Resolution 2015-15 by title only. Seconded by Councilman Ryan. The motion carried.

RESOLUTION NO. 2015-15

A RESOLUTION OF THE CITY OF INVERNESS AMENDING THE FEE SCHEDULE FOR BUILDING CONSTRUCTION PERMITS AND RELATED FEES; AMENDING THE FEE SCHEDULE FOR COMMUNITY DEVELOPMENT APPLICATIONS PROVIDING FOR THEM SEPARATELY; PROVIDING FOR EXCEPTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

Councilman Hinkle motioned to adopt Resolution 2015-15, by roll call vote. Seconded by Councilman McBride. Roll call vote was as follows: Councilwoman Bega, yes; Councilman McBride, yes; Councilman Hinkle, yes; Councilman Ryan, yes; President Hepfer, yes. The motion carried.

10)e) Fire Services Agreement was referenced and noted that the final agreement was not available at the time of composing the agenda. The agreement is between the City of Inverness and the Sheriff's Office for fire services, and the County government. Monthly cost of \$50,000 has been structured for the first two months, and then monthly thereafter.

The anticipated Inverness Fire Department should be up and running by December or January 1st at the very latest. This amount can be pro-rated should the agreement be terminated. Spoke to the due date of payments as being the first of the month and not the 15th. The goal is to get our department running asap as the cost will be less. The plan is to join the County to provide services where and when necessary. This needs to be a brotherly shared service.

This expense will come out of the Fire Services Account, but will not impact our ability to create a Fire Department.

Councilman Hinkle motioned to accept the Fire Services Agreement between Citrus County, the Sheriff's Office, and City of Inverness as structure in the amount of \$50,000 monthly, and authorize the Council President to execute the document. Seconded by Councilwoman Bega. The motion carried.

10)f) Veteran's Day Parade – Road Closure – FDOT Permit was addressed with City Manager DiGiovanni explaining that FDOT must approve the temporary closing of Hwy 41/44 (FDOT roadway) to accommodate the Veterans Day Parade. City Council must authorize the City's hosting of the parade and accommodation of the parade to be held on Veteran's Day, Wednesday, November 11th, 2015. This action is taken by FDOT confirming that the elected officials support the closing of the road. **Councilwoman Bega motioned to authorize that the City host and accommodate the Veterans Day Parade on November 11th, 2015, on the FDOT Highway 41/44 through town, and accordingly support a temporary closure of the road for this purpose. Seconded by Councilman Ryan. The motion carried unanimously.**

City Manager DiGiovanni additionally reported on the following:

- Commissioner Carnahan was in attendance and is the representative for the City of Inverness on the Board of County Commission. Land Swap discussions continue and the City Council will receive information and discuss the effects of that information. Open public discussions will be held publicly regarding the land swap to promote the support of the Business Park development. Watson Road is not capable to serve as major passage through the area. Additionally, Commissioner Carnahan has resurrected having a Fire Services Board, and has asked to have City Manager on the board with Council's blessing. Council members were in favor.
- City of Inverness has supported Youth Sports for a very long time through Whispering Pines Park. City Manager found it necessary to make himself available to be on the Little League Board to provide guidance, as there is turbulence within that board. When youth sports are run correctly it is great positive vehicle for children development.
- Work continues with contractor for lighting of Cooter Pond, with an opening sometime in the month of October.
- Councilman Hinkle spoke to Inverness Acres and mentioned that the County accepted the roads. City Manager noted the plat states that they

took over maintenance, but we wish to get into it further. It needs to be determined who has responsibility and leverage to get things done.

COUNCIL/MAYOR SUBJECTS

Councilman McBride spoke to the land swap happening and how that ties into Whispering Pines Park, with that particular issue on the agenda and begin a good relations with the County.

Councilwoman Bega noted that the County & City do work together as we have come to an agreement to purchase Rosemont/Rolling Green utility system.

Councilman Hinkle stated we can get along to work issues out as we are all County residents. Spoke to Inverness Acres and the road conditions. Great events are approaching with the Cooter Festival, Arts Festival, etc. and we are being noticed around country and state.

Councilman Ryan attended the 9/11 Exhibit and participated in the Freedom Walk, it is always an emotional time. Many positive comments about the Valerie Theatre and the 9/11 exhibit. Looking forward to Cooter Fest and activities associated with it.

Council President Hepfer spoke of the joy to work with the County and expressed appreciation to Commissioner Carnahan for attending City Council meetings. Questioned staff regarding a recent Rotary meeting with a canine presentation by Sheriff's deputies and the use of our building as a place to use training the dogs.

CITIZENS NOT ON AGENDA

Bud Osborne spoke to the value of Little League, and how years ago his restaurant in Crystal River sponsored a Little League team that had Mike Hampton as a player. He spoke to the 9/11 event at the Valerie, and questioned the location of the patio seating.

Karen Esty presented a collage she created of the programs, bookmarks, magnet and invitation from the opening of the Valerie Theatre, and her belief in preserving history.

Meeting adjourned 6:34

City Clerk

Council President

September 29th, 2015
5:01 PM

The City Council of the City of Inverness met on the above date for the 2015/16 FY Final Budget Public Hearing 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, Asst. City Manager Williams ,Finance Director Chiodo, and City Clerk Davis.

The following Notice was served to all Council, Mayor, Media, publicly posted, and TRIM'S were mailed to each City of Inverness property owner by the Property Appraiser's Office.

NOTICE
INVERNESS 2015/16 BUDGET PUBLIC HEARINGS
NOTICE OF PUBLIC HEARING DATE CHANGES

BE ADVISED BUDGET PUBLIC HEARING DATES FOR THE 2015-16 FY ARE CALLED FOR BY THE CITY COUNCIL OF THE CITY OF INVERNESS, AT 212 W. MAIN STREET, INVERNESS, FLORIDA AS FOLLOWS:

Monday, September 14th 5:01pm Tentative Budget Adoption – 1st Public Hearing

Tuesday, September 29th 5:01pm Final Budget Adoption – Final Public Hearing

/s/ Jacquie Hepfer
President of City Council

Council President Hepfer stated the purpose of this hearing is to adopt a final property tax rate (or millage) and budget for the 2015-2016 fiscal year for the City of Inverness. A proposed property tax rate was advertised on the TRIM notices of 6.9949 mills. The City Budget has been finalized using the rate 6.9949 mills. The final millage rate is greater than the rolled back rate of 5.6679 mills by 23.41%. President Hepfer stated the ad-valorem taxes are increasing based on the addition of Citrus Memorial Hospital to the tax rolls increasing the property values by \$74,761,330 which represents 74.16% of the total property valuation increases for the ensuing year's budget. 95% of the increases in ad-valorem revenues from the hospital are dedicated to the Inverness Community

Redevelopment Agency in the amount of \$481,770 and have been incorporated in the proposed budget.

Council input: None

President Hepfer asked if there was anyone present who wishes to address the Council on the Resolution and/or Ordinance on its final reading, as to any item within the Budget or millage levy.

There was no one present from the public that wished to speak.

President Hepfer advised that proposed budget was developed using the rate of 6.9949 mills. The next motion must be to adopt the final millage rate. Any budget amendments may be made after adoption of the final millage rate. She asked if there was a motion to read the Final Mill Levy Resolution by title only.

Councilman McBride motioned to read the Resolution by title only. Seconded by Councilwoman Bega. The motion carried.

RESOLUTION 2015- 13

A RESOLUTION OF THE CITY OF INVERNESS OF CITRUS COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF INVERNESS FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2015 AND ENDING ON SEPTEMBER 30, 2016; AND PROVIDING FOR AN EFFECTIVE DATE.

President Hepfer asked if there was a motion to adopt the Final Mill Levy Resolution adopting a final millage rate of 6.9949 mills for the 2015-2016 fiscal year.

Councilman Ryan moved to adopt the Final Mill Levy Resolution, by adopting the millage rate of 6.9949 mills. Seconded by Councilman Hinkle. Roll call vote was as follows: Councilman Hinkle, yes; Councilwoman Bega, yes; Councilman McBride, yes; Councilman Ryan, yes; President Hepfer, yes. The motion carried unanimously.

President Hepfer then stated that due to time restraints, it is not possible to adopt the Ordinance by the regular adoption procedure set forth in Section 166.041(3)(a) therefore, the Ordinance is being adopted pursuant to, on an emergency basis as set forth in Section 166.041(3)(6). She asked if there was a motion to read the Ordinance by title only.

Councilman McBride motioned to read the Ordinance by title only. Seconded by Councilman Hinkle. The motion carried.

ORDINANCE NO. 2015-711

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA ADOPTING A FINAL BUDGET COMMENCING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR PROPOSED EXPENDITURES; PROVIDING TAXABLE VALUES; PROVIDING FOR OPERATIVE FISCAL YEAR; PROVIDING FOR EXPENDITURES DURING FISCAL YEAR AND SUBSEQUENT HOLD OVER FUNDS; PROVIDING FOR AMENDMENTS TO BUDGET; PROVIDING FOR

SEVERABILITY; DECLARING AN EMERGENCY EXISTS REQUIRING THE ADOPTION OF THE ORDINANCE BY UNANIMOUS VOTE OF THE CITY COUNCIL; AND PROVIDING FOR EFFECTIVE DATE.

President Hepfer asked if there was a motion to adopt the Budget Ord.

Councilman Ryan motioned to adopt the Final Budget Ordinance for 2015/2016 Fiscal year as proposed by roll call vote. Seconded by Councilwoman Bega. Roll call vote was as follows: Councilman Hinkle, yes; Councilwoman Bega, yes; Councilman McBride, yes; Councilman Ryan, yes; President Hepfer, yes. The motion carried unanimously.

The meeting adjourned @ 5:07pm.

City Clerk

Council President

CITY OF INVERNESS

09/29/15

MEMO

TO: Elected Officials
FROM: City Clerk
SUBJECT: Authorization for Proclamation Issuance
"Red Ribbon Week"
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 week of October 22nd through October 30th, 2015, as

"RED RIBBON WEEK"

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 Red Ribbon Week

DRAFT

WHEREAS, the City of Inverness and the Anti-Drug Coalition of Citrus County value the health and safety of all our citizens, and;

WHEREAS, substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers – accidents, homicides, and suicides, and;

WHEREAS, it is the goal of Red Ribbon Week, the City of Inverness, and the Anti-Drug Coalition of Citrus County to involve families, schools, businesses, churches, law enforcement agencies, and service organizations in all aspects of this campaign and establish an atmosphere that supports awareness, education, and on-going initiatives to prevent illegal drug use, and;

WHEREAS, the Red Ribbon Week Campaign theme promotes family and individual responsibilities for living healthy, drug-free lifestyles, without illegal drugs or the illegal use of legal drugs, and;

WHEREAS, there are many activities planned during the Red Ribbon Week Campaign in Citrus County,

NOW, THEREFORE, BE IT RESOLVED That I, Robert Plaisted, serving as the Mayor of the City of Inverness, do hereby proclaim **October 22nd through October 30th, 2015** as

“Red Ribbon Week”

Date

Robert Plaisted, Mayor
City of Inverness

CITY OF INVERNESS

09/29/15

MEMO

TO: Elected Officials
FROM: City Clerk
SUBJECT: Authorization for Proclamation Issuance
"National American Indian Heritage 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, 2015, as

"NATIONAL AMERICAN INDIAN HERITAGE 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

DRAFT

Proclamation

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned;

NOW, THEREFORE, I, Bob Plaisted, by virtue of the authority vested in me as Mayor of the City of Inverness, do hereby proclaim **November, 2015** as the

“National American Indian Heritage Month”

And urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

ATTEST:

Deborah Davis, City Clerk

Bob Plaisted, Mayor
City Council of Inverness

Interoffice Memorandum – *City of Inverness*

September 29, 2015

TO: Elected Officials
FROM: City Clerk
SUBJECT: Repurchase of Cemetery Lot 347(N/S) and the N½, of Lot 348, Southwest Addition, Oakridge Cemetery
CC: City Manager and City Finance Director
Enclosure: Letter of Request

With reference to the following Cemetery Lot(s):

Oakridge Cemetery
Ron or Betty Weber
Lot 347, Southwest Addition
Lot 348, (N ½) Southwest Addition

The rightful owner requests that City Council consider buying back three of the four lots purchased in 1986, purchased in the amount of \$200 per space (\$800), with one of the lots being occupied.

All documents have been reviewed and I find them to be in order.

Recommended Action -

It is recommended that City Council motion and vote to purchase the N & S ½ of Lot 347, of the Southwest Addition and the N ½ of Lot 348, Southwest Addition of the Oakridge Cemetery in the amount of \$600.

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



Deborah Davis
City Clerk

September 29, 2015

To: City of Inverness

From: Ron (Rolland) Weber

RE: Sell Back Cemetery Lots

I no longer have use for the following cemetery lots located in the Oak Ridge Cemetery in Inverness, FL.

Southwest Addition Lot 347 N & S

Southwest Addition Lot 348 N only

I wish to sell these particular lots back to the City of Inverness.

A handwritten signature in black ink, appearing to read "Ron (Rolland) Weber". The signature is stylized with a large initial "R" and a long horizontal stroke at the end.

Ron (Rolland) Weber

Interoffice Memorandum – *City of Inverness*

September 29th, 2015

TO: Elected Officials
FROM: City Clerk
SUBJECT: SURPLUS PROPERTY DISPOSAL
CC: City Manager, Deputy Clerk, Finance Director
Enclosure: Disposal Listing

We have identified the noted vehicle as being outdated or have become ineffective for the operation of City Government and have expended its usefulness. This evening, City Council is asked to authorize that we proceed with disposal of this item which no longer has a useful purpose or value to operations.

This item is to go directly through the disposal process, so it may be written off of the books.

Recommended Action –

City Council is asked to motion, second and vote to declare the listed vehicle as surplus property and authorize that we proceed with disposal.

Thanking you for your support of this matter.



Deborah J. Davis

Surpluscomputerdisposalmemo2015

VEHICLE SURPLUS LIST

YEAR	MAKE	MODEL	VIN#	CONDITION	LOCATION
2003	Chevy	S-10 LS P/U Truck	1GCCS19H038264430	Fair	Public Works

Agenda Memorandum – *City of Inverness*

DATE: Valerie Theatre Project and Merry Building
Roof Top Dining, Landscape Encroachments, Building Improvements

ISSUE: Lease Agreement: Owner and City

FROM: City Manager

CC: City Clerk, Finance Director, Project Manager

ATTACHED: Merry Building 4' Illustration
Illustration Affected Improvements
Pictorial Essay of Encroachment
Memo by Larry Haag
Proposed Lease

The task, degree of difficulty, cost, and the additional components of cause and effect to conceive, design, construct and bring to materialization the Plaza, Fountain, landscaping, lighting and Valerie Theatre Cultural Center, has been extremely well received. The project is impactful and described by most that enter, or frequent the downtown, as clearly wonderful to the City and County.

At a point of conceptualization, Mr. Winston Perry had a vision for the Merry Building that would bring roof top dining to downtown. An interesting concept and we made City staff at several levels of expertise available to the building owner to discuss the concept and assist to evaluate what it would take to make roof-top dining a reality. The project would not be straightforward or easy. Roof support, protective railing, exterior access (stairs), interior access, a lift for handicapped accessibility, the exchange and movement of people, beverages, food and waste, plus improving the building's infrastructure to make it come together are necessary. Since the building is historic, to change the appearance requires approval of the City AARC after a permit is secured. Roof Top Dining is a bold, large initiative that Mr. Perry is prepared to tackle from the standpoint of investment, design, construction, operation and benefit. There are obstacles, primarily being the "tie-in" of plaza landscaping and stem walls that cross his property.

Stem walls were designed to hide equipment that supports the Merry Building; to hide the electronics (pump, light system, etc.) of the plaza and fountain. Stem walls provide the added benefit of seating, but more importantly, become the final feature to transition from building walls to landscaping to patio stone.

Mr. Perry and I conversed several times during the course of the project to address items that were necessary to complete the Theatre/Plaza, and beneficial to adjoining property owners. For the purposes of this memorandum, discussion will be limited to the project and Merry Building.

By way of the project itself, several component and infrastructure improvements were made at the Merry Building:

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

Agenda Memorandum – *City of Inverness*

- Exterior Walls were painted to blend in with the plaza and Valerie
- Overhead to underground wiring, which adds value and stability was brought forward
- Electric Service was changed and boosted from 120 Single Phase to 230 Three-Phase Commercial
- Communication Conduit was installed from the street through City property to the Merry Building
- To mitigate Plaza Wall Tie-In at the rear of the Merry Building, City Utility Water Service underground plumbing was improved to:
 - Split tenant meters that serve the building
 - Install backflow prevention
 - Increase water service capacity from ¾" to 2" Meter Size
- New Water Service Capacity supports restaurant operations fire flow, which adds value to any building

Considerations: Roof top dining in downtown Inverness would no doubt be an attraction. Will it be an expensive proposition – yes; however, the owner has a vision that can add value to his building. Or, based on the enclosed proposed lease, we can engage the lease and remove roof top dining from consideration and leave the plaza intact. Two choices: one is bold and inviting; the other has boldness, and is a trade-off that removes the other.

We have always gone BIG when it comes to making plans and improvements to the City. It is Council Members who must decide the direction they find most agreeable. To keep the plaza project in tact will require that City Council accept the enclosed lease for roughly a 4' strip that surrounds the Merry Building. The term and conditions would be in lieu of the above list and calculate at \$1,000 monthly, \$12,000 per year; or \$60,000 for the initial 5-year period. The option, or opposite of which, is to support Mr. Perry's roof-top dining dream and help it become reality by modifying the plaza once he secures a permit and AARC approval to proceed with modifications to the historic structure.

This will be discussed further publicly. It is encouraged that you review all enclosures to gain the best understanding of the situation as possible.

Call with questions or see me at your convenience.

Recommended Action –

If the desire is to accept and engage the commercial lease, motion, second and vote to approve the terms and conditions of the enclosed lease between Bear Real Estate Investments Incorporated, and the City of Inverness, for \$1,000 monthly, \$60,000 over the 5-year term, and authorize the Council President to execute the documents.

The alternative is to motion, second and vote to support the concept of Roof Top Dining and commit to modifications to the plaza once all permits and approvals are secured by the owner.


Frank DiGiovanni

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

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

MEMORANDUM

TO: Frank DiGiovanni
FROM: Larry M. Haag, Esq. 
RE: Commercial Lease with Bear Real Estate/Winston Perry
DATE: July 9, 2015

Attached you will find a draft of the Commercial Lease with Bear Real Estate Investments, Inc., for the Valerie Theatre Plaza. While we have a diagram for Exhibit A that shows the entire property and the property that we will need the easement area over, there is no actual legal description for the area being leased. Perhaps we can do it by marking the Exhibit in yellow as to the area intended for the lease; otherwise, we will have to get an actual legal description.

LMH/ss

This Document Prepared By and Return To:

Larry M. Haag, Esq.
HAAG, FRIEDRICH & WILLIAMS, P.A.
452 Pleasant Grove Rd.
Inverness, FL 34452
(352) 726-0901



COMMERCIAL LEASE

THIS AGREEMENT is made this 1st day of JULY, 2015, by and between **BEAR REAL ESTATE INVESTMENTS, INC.**, whose address is 105 Courthouse Square, Inverness, FL 34450, (hereinafter referred to as "Lessor"), and the **CITY OF INVERNESS**, a Florida municipal corporation, whose mailing address is 212 W. Main Street, Inverness, Florida 34450 (hereinafter referred to as "Lessee").

The Lessor hereby leases to the Lessee the following described property located at 203 Courthouse Square, Inverness, FL 34450, more particularly described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as "the Property"), upon the following terms and conditions:

1. TERM OF LEASE AND RENT

The term of this Lease shall commence on July 1st, 2015, and the Lease shall end on July 1st, 2020, provided however the Lessee shall be entitled to renew and extend the lease for additional five (5) year terms by Lessee notifying the Lessor in writing at least 60 days prior to the expiration of any Lease term.

2. RENT

Lessee agrees to pay, without demand, to Lessor, as rent for the Property, the sum of \$60,000. Dollars (~~\$60,000~~) for the initial five year Lease, which shall be paid at the sum of \$1,000. Dollars (~~\$1,000~~) per month to be paid

on or before the 1st day of each month with the first payment being made on July 1st, 2015, and continuing on the same day of each month thereafter. All rental payments shall be paid to the Lessor at above listed address, unless the Lessee is notified in writing of a change of address.

3. QUIET ENJOYMENT

Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold and enjoy the Property for the agreed term.

4. USE OF THE PROPERTY

The Property shall be used and occupied by Lessee for the Valerie Theatre plaza landscaping. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall comply with all the laws, ordinances, rules and orders of appropriate governmental authorities affecting the Property, including but not limited to those affecting use, cleanliness, occupancy, and preservation of the Property during the term of the Lease.

5. CONDITION OF THE PROPERTY

Lessee stipulates that Lessee has examined the Property and accepts same in its "as is" condition relying upon no representation of the Lessor as to the condition of the Property and accept delivery of same.

6. MAINTENANCE AND REPAIR

Lessee will, at Lessee's expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Lessee shall, at Lessee's own expense, at all times

maintain the Property in a good and safe condition.

7. POSSESSION OF THE PROPERTY

Lessee shall have the right to enter the Property upon execution of this agreement.

8. SURRENDER OF THE PROPERTY

At the expiration of the Lease term, Lessee shall surrender the Property in as good a state and condition as it was at the commencement of this Lease, reasonable use and wear thereof and damages by the elements excepted.

9. PROPERTY TAXES

During the Lease term the Lessor shall be responsible for paying all ad valorem taxes and/or special assessments assessed against the real property by any governmental entity.

10. INSURANCE

Lessee shall at Lessee's expense maintain public liability insurance insuring Lessee and Lessor and providing coverage at a minimum of Two Million Dollars (\$2,000,000.00) as shown on the Certificate of Coverage attached hereto as Exhibit B.

11. HOLDOVER BY LESSEE

If Lessee remain in possession of the Property with the consent of Lessor after natural expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all terms and conditions hereof except the option provisions set forth below, but shall be terminable with or without cause on fifteen (15) days' written notice served by

either party.

12. DEFAULT

If Lessee default in the payment of rent, or any additional rent, or default under the performance of any of the other covenants and conditions hereof, Lessor may give Lessee notice of such default and if Lessee do not cure any rent, or additional rental default, within three (3) days or other default within fifteen (15) days after the giving of such notice (or if such other default is of a nature that it can not be completely cured within such period, if Lessee do not commence such curing within fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than three (3) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Property to Lessor, but Lessor may at any time thereafter resume possession of the Property by any lawful means and remove any Lessee or other occupants and their effects.

13. REMEDIES OF OWNER ON DEFAULT

In the event of any breach of this Lease by Lessee, Lessor, besides other rights and remedies they may have, upon thirty days written notice of default directed to Lessee and Lessee's failure to cure such default, shall have the right to re-enter the Property and remove all persons and property from the Property. Such property may be moved and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, or should they take possession pursuant to legal proceedings or any notice provided by law,

they may either terminate this Lease or may from time to time, without terminating this Lease, relet said Property, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor, in their sole discretion, may deem advisable with the right to alter or repair the Property upon such reletting. In such event, Lessee shall be immediately liable to pay to Lessor, in addition to any other amounts due hereunder: the cost and expense of such reletting and such alterations or repairs, and any amount by which the rent reserved herein for the period of such reletting shall be applied first to the repayment of indebtedness other than rent due hereunder, second to costs and expenses of reletting and alterations or repairs, and third to payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable. Lessee shall be credited only with rent actually received by Lessor. Lessee shall, in such event, pay any deficiency between the amount due from Lessee to Lessor and the amount credited.

No such re-entry or taking possession by Lessor shall be construed as an election to terminate this Lease unless written notice of such intention is given, or unless termination be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease on account of such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy they may have, they may recover from Lessee all damages they

incur by reason of such breach, including the cost of recovering the Property, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved for the remainder of the term hereof, over the then reasonable value of the Property for the remainder of the term, all of which amounts shall be immediately due and payable from Lessee.

14. CONDEMNATION

If any part of the Property shall be taken or condemned for public use, the part thereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part taken, terminate as of the date the condemnor acquires possession, and thereafter Lessee shall be required to pay such proportion of the rent for the remaining term as the value of the Property remaining bears to the total value of the Property at the rate of condemnation; provided, however, that Lessor may at their option, terminate this Lease as of the date the condemnor acquires possession. In the event that the demises Property are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this Lease shall terminate upon the date which the condemnor acquires possession. All such which may be payable on account of any condemnation shall belong to the Lessor, and Lessee shall not be entitled to any part thereof.

15. INSOLVENCY

In the event that a receiver shall be appointed to take over the affairs of the Lessee, or in the event that the Lessee shall make a general assignment for the benefit of creditors or Lessee shall take or suffer any action under insolvency or

bankruptcy act, the same shall constitute breach of this Lease by Lessee.

16. REAL ESTATE COMMISSION

The Lessor represent that no real estate agent has been utilized in this transaction.

17. ATTORNEY'S FEES

In any legal action arising out of this agreement, the prevailing party shall be entitled to recover their costs and attorneys' fees incurred in bringing this action.

18. AGREEMENT NOT TO BE RECORDED

This instrument shall not be recorded in the public records of Citrus County or any other county.

19. WAIVER

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

20. NOTICES

Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the Property, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

21. TIME

Time is of the essence of this Lease.

22. HEIRS, ASSIGNS, SUCCESSORS

This Lease is binding upon and insures to the benefit of the heirs, assigns and successors in interest to the parties.

23. ENTIRE AGREEMENT

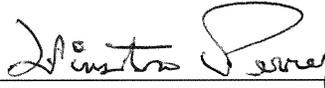
This Lease and the covenant and agreements set forth herein are and shall constitute the entire agreement between the parties. Each party to this Lease hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party other than those expressly set forth herein, and that each party, in entering into and executing this Lease, has relied upon no warranties, representations, covenants or agreements other than those expressly set forth herein.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands and seals this _____ day of _____, 2015.

WITNESSES:

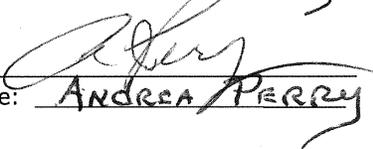
"Lessor"

BEAR REAL ESTATE INVESTMENTS, INC.



WINSTON C. PERRY, President

Printed Name: WINSTON PERRY


Printed Name: ANDREA PERRY

WITNESSES:

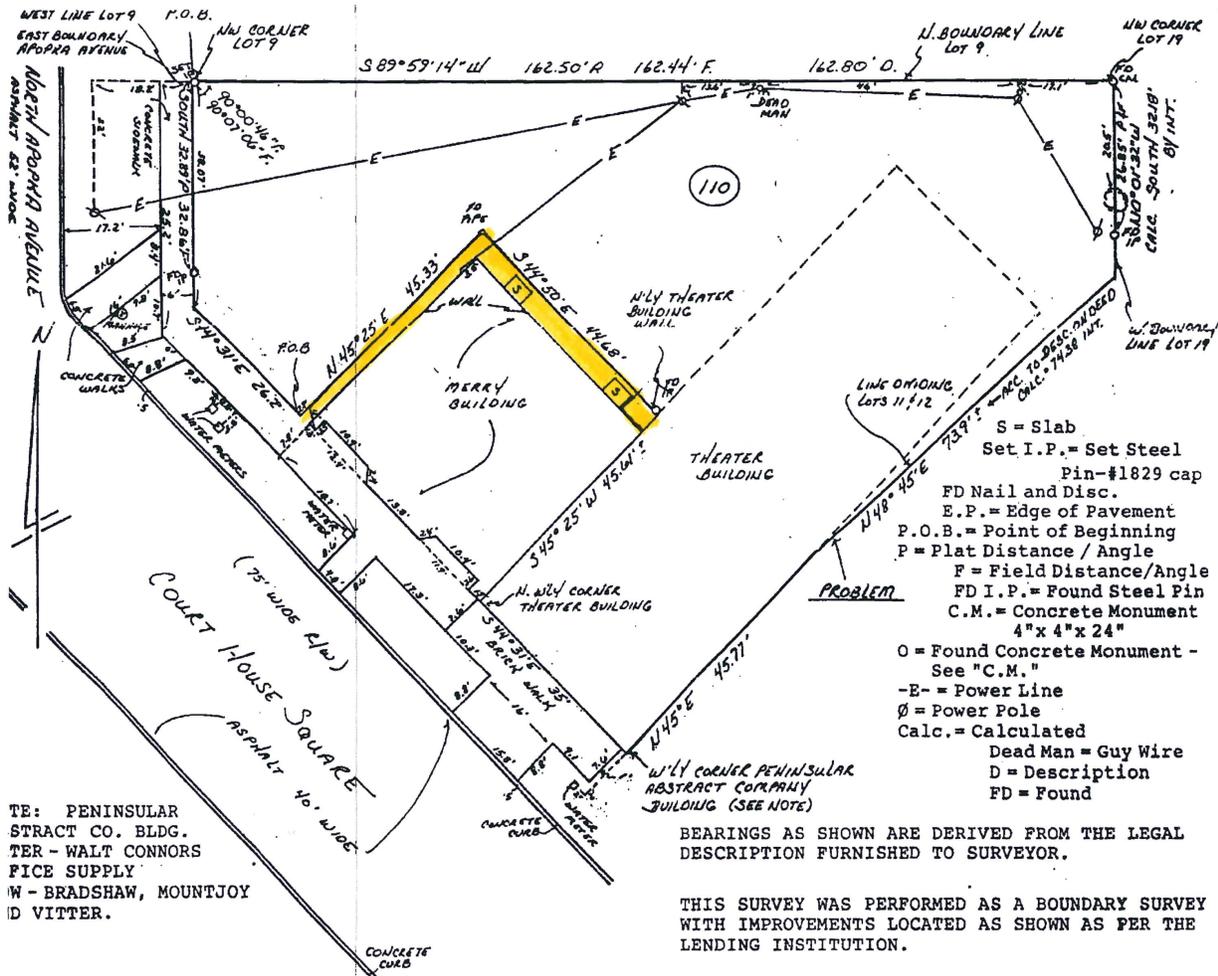
"Lessee"

CITY OF INVERNESS

FRANK DIGIOVANNI, City Manager

Printed Name: _____

Printed Name: _____



TE: PENINSULAR
 STRACT CO. BLDG.
 TER - WALT CONNORS
 FICE SUPPLY
 W - BRADSHAW, MOUNTJOY
 D VITTER.

BEARINGS AS SHOWN ARE DERIVED FROM THE LEGAL
 DESCRIPTION FURNISHED TO SURVEYOR.

THIS SURVEY WAS PERFORMED AS A BOUNDARY SURVEY
 WITH IMPROVEMENTS LOCATED AS SHOWN AS PER THE
 LENDING INSTITUTION.

- S = Slab
- Set I.P. = Set Steel
Pin-#1829 cap
- FD Nail and Disc.
- E.P. = Edge of Pavement
- P.O.B. = Point of Beginning
- P = Plat Distance / Angle
- F = Field Distance / Angle
- FD I.P. = Found Steel Pin
- C.M. = Concrete Monument
4" x 4" x 24"
- O = Found Concrete Monument -
See "C.M."
- E- = Power Line
- Ø = Power Pole
- Calc. = Calculated
- Dead Man = Guy Wire
- D = Description
- FD = Found

Exhibit A

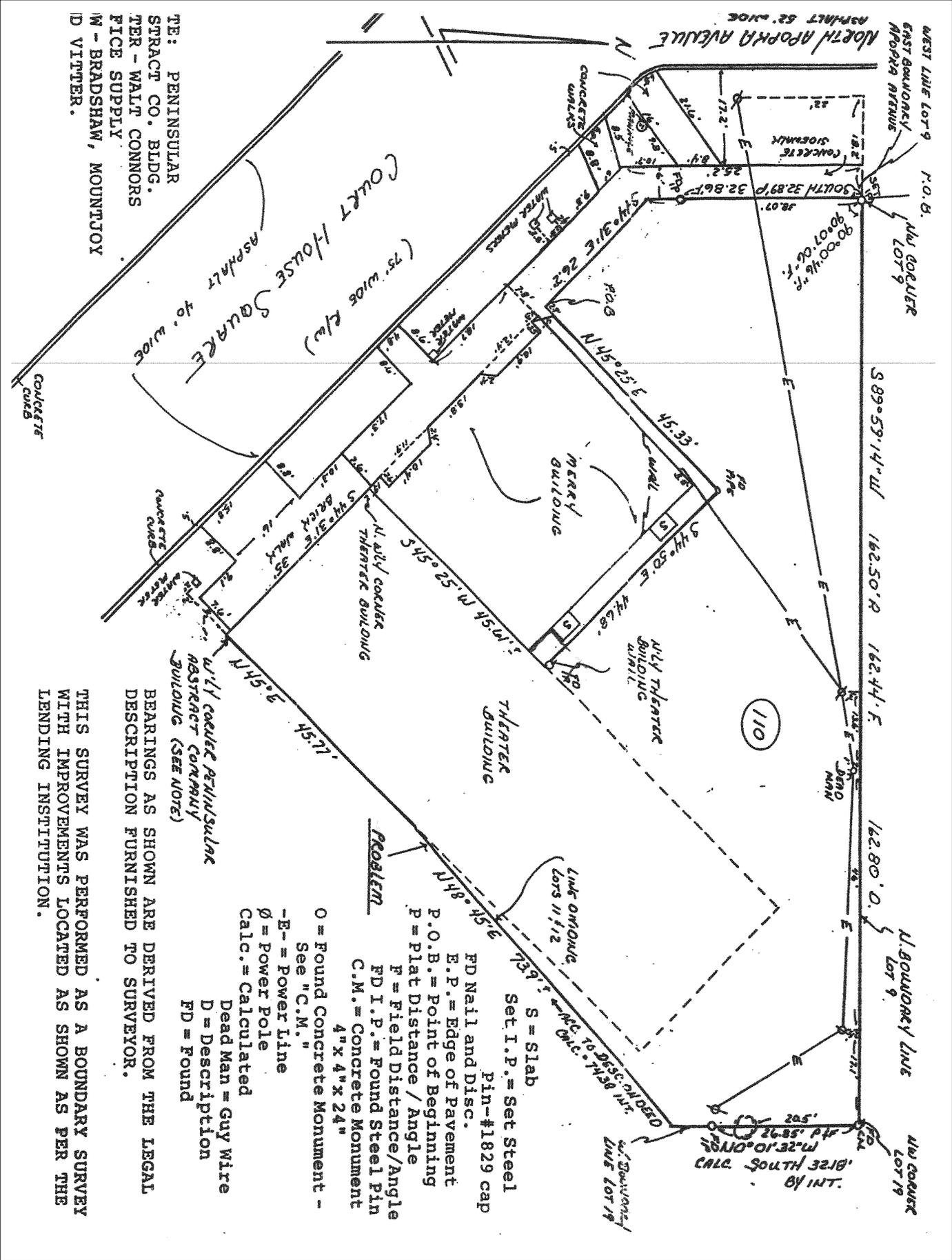
SIDE VIEW of MERRY Bldg.









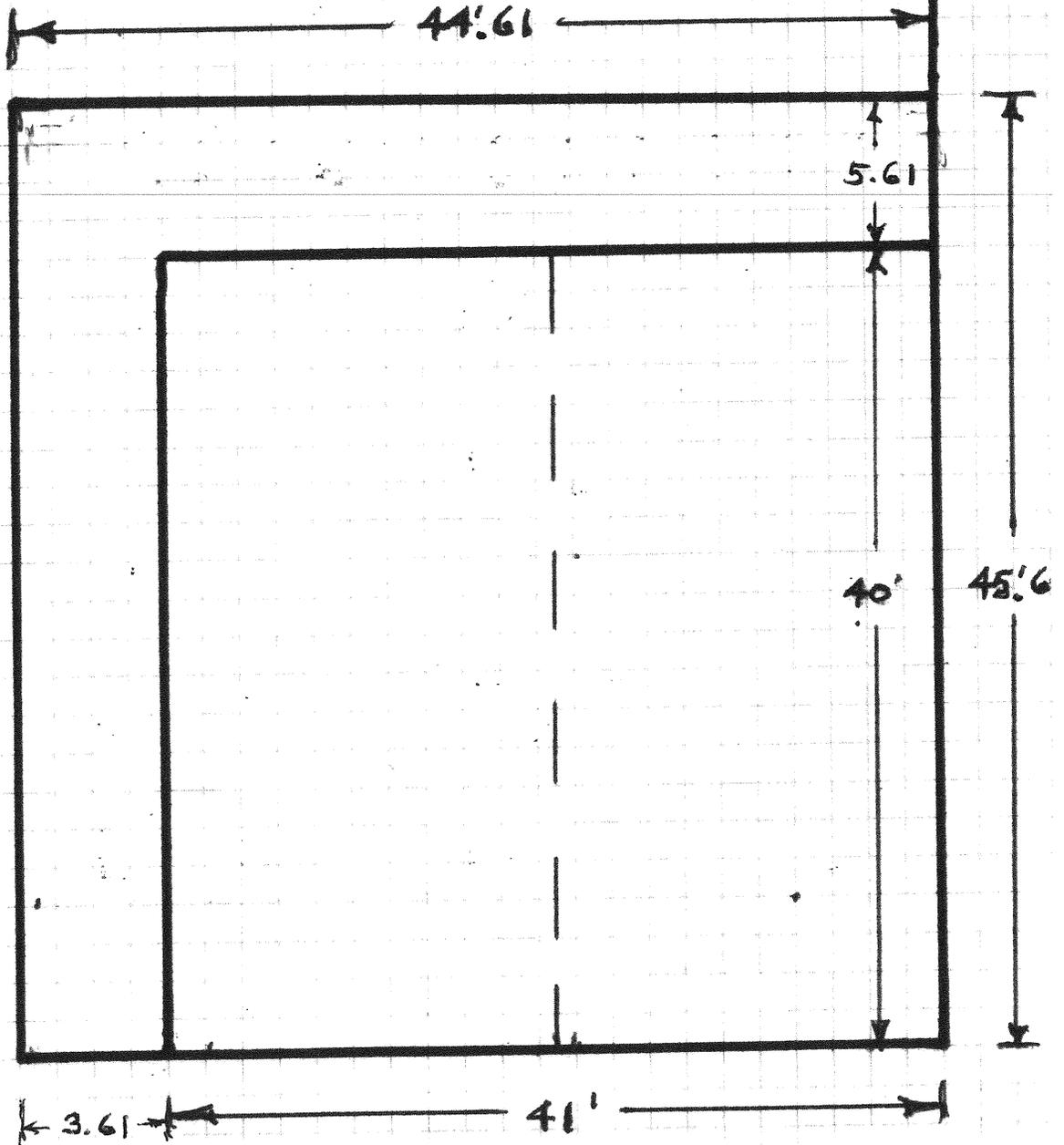


TE: PENINSULAR
 STRACT CO. BLDG.
 TER - WALT CONNORS
 FICE SUPPLY
 W - BRADSHAW, MOUNTJOY
 D VITTEK.

BEARINGS AS SHOWN ARE DERIVED FROM THE LEGAL
 DESCRIPTION FURNISHED TO SURVEYOR.
 THIS SURVEY WAS PERFORMED AS A BOUNDARY SURVEY
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 LENDING INSTITUTION.

- O = Found Concrete Monument - See "C.M."
- E- = Powerline
- ∅ = Power Pole
- Calc. = Calculated
- Dead Man = Guy wire
- D = Description
- FD = Found
- S = Slab
- Set I.P. = Set Steel pin-#1829 cap
- FD Nail and Disc.
- E.P. = Edge of Pavement
- P.O.B. = Point of Beginning
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- FD I.P. = Found Steel pin
- C.M. = Concrete Monument 4" x 4" x 24"

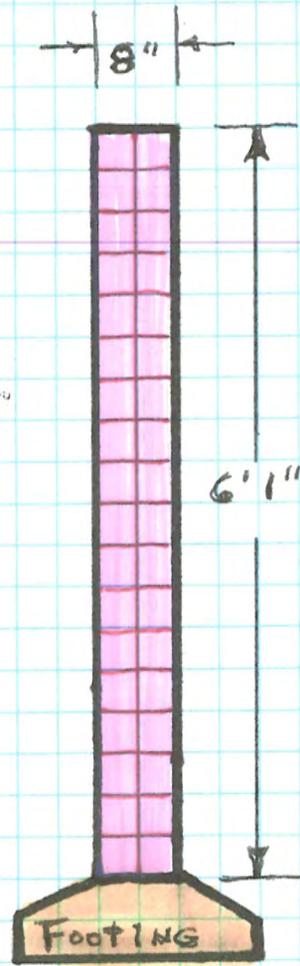
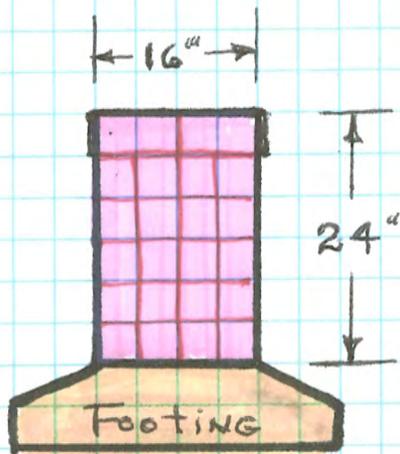
LEGAL DESCRIPTION
LAYOUT



SIDEWALK

REAR of Building

Side of Building





①



2



3



④



5



6



⑦



8



9



10



11



12



13



14

Agenda Memorandum – *City of Inverness*

DATE: October 2, 2015
ISSUE: Land Swap City/County
FROM: City Manager
CC: City Clerk
ATTACHED: Land Exhibit A – County Conveyance to City
Land Exhibit B – City Easement Conveyance to County
City Land Easement Map to County (Aerial)
County Land Map to City (Aerial)

The issue started in 1999 by County Government wanting to develop a business park at the Inverness Airport. Proposed access to the facility was determined to be from using Watson Road that intersects with US 41S. Following improvements to Watson Road as the main access corridor, and after adding hangers, a fixed base operator facility, extending runways, etc., in 2013, the County petitioned the City to relinquish approximately 8 acres of landholdings by the Inverness Animal Shelter so they could build a new access road after it was determined that Watson Road may not be suitable as originally intended.

City Council did not welcome the request especially since the focus of efforts, development of a business park, did not progress or materialize.

An attempt was made by the City to address and seek resolution to several items of mutual interest, known as The Nine Point Agreement. The concept was initially embraced, but for one or more reasons, could not maintain support by the parties. Language from the Nine Point Agreement follows:

Property Swap: The County supports swapping its property located off Forest Drive to include the entire trail line and other tangible lands to the City and City supports swapping its property, a roughly 10 acre piece (MOL) to County. In exchange, County will construct the main ingress/egress roadway to the new Airport Hangers and Operations Center, and to be determined Business Park.

The current agenda packet includes information for the parties to find agreement to move the matter of moving business park development forward by the County, and for the City to gain property ownership that will support a community garden, bicycle trail head, and connection for cycling from Forest Drive to the Withlacoochee Trail along US 41N by the bowling alley.

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

Agenda Memorandum – *City of Inverness*

ISSUE: Land Swap City/County

For clarity, it is suggested that you reference all attachments.

The County does not seek ownership of property and only asks for an easement (see drawing of roadway and property). The City would receive conveyance of property that comprised the former AmeriGas Facility and the remaining portion of the Globe Spur Line from Forest Drive to US 41N.

We hope you find that the Agreement is worded clearly.

Recommended Action –

If the desire is to approve the transaction – easement by the City to County and land ownership transfer by the County to City, it is recommended that City Council motion, second and votes to accept the terms and conditions of the enclosed Agreement for land transfer and easement allocation.


Frank DiGiovanni

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

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, (hereafter referred to as "Interlocal Agreement"), dated this _____ day of September, 2015, is made by and between CITRUS COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and the CITY OF INVERNESS, a municipal corporation of the State of Florida, (hereinafter referred to as "City").

W I T N E S S E T H:

WHEREAS, County owns certain real property known as the "Old CSX Right-of-Way", more fully described in Exhibit A, attached hereto and made a part hereof, which is not needed for County purposes and which County wishes to exchange for an easement over real property which is owned by City contiguous to the Inverness Wastewater Treatment Plant and Reclamation Facility and adjacent to the County's airport located in Inverness; and,

WHEREAS, City land is not needed for municipal purposes and it would be beneficial for both the County and City to enter into this Interlocal Agreement in order for each entity to acquire the property interests it needs for governmental purposes; and,

WHEREAS, the easement area the City owns, which is described in Exhibit B, attached hereto and made a part hereof, is needed by County in order to construct access to a proposed business park to be developed by County at the Inverness Airport; and,

WHEREAS, the lands currently owned by County would be used by the City to create a connection between the Withlacoochee State Trail to Whispering Pines Park and Forest Drive in order to support intermodal transportation and amenities that support the community's health, safety and welfare; and,

WHEREAS, County and City agree to mutually work with each other to provide for the creation of the business park and the trail connector contemplated by this Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and City agree as follows:

1. The recitals above are true and correct and are incorporated into this Interlocal Agreement and made a part hereof.

2. County agrees to convey by statutory deed of conveyance to City the real property owned by County, more fully described in Exhibit A, attached hereto and made a part hereof.

3. City agrees to convey by easement over the property to County the real property owned by City, more fully described in Exhibit B, attached hereto and make a part hereof.

4. County and City mutually agree that the above conveyances shall convey the property and easement as is without any warranty of fitness for purpose for which the lands were acquired. Provided however should for any reason it be discovered any pollution hazard or other waste above or below ground at either property which would impede the use of said property for its intended purpose, then in that event the sole remedy to either party shall be the rescission of this Interlocal Agreement and the re-conveyance of the parcels of land herein exchanged.

5. Recordation/Filing: After approval of this Interlocal Agreement by City and County and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Interlocal Agreement with the Clerk of Citrus County, Florida, as required by Section 163.01(11), Florida Statutes.

6. Governing Law and Venue: This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida without regard to its conflict of laws provisions. Any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be litigated in the Fifth Judicial Circuit in and for Citrus County, Florida.

7. Third Party Beneficiaries: Neither City nor County intend that any person shall have a cause of action against either of them as a third party beneficiary under this Interlocal Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Interlocal Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Interlocal Agreement.

8. Compliance with Laws: The parties shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Interlocal Agreement.

9. This Interlocal Agreement shall not be merged by the conveyances described in paragraphs 1. and 2. above but shall run with the lands.

10. All words used herein in the singular form shall extend to and include the plural. All words used in any gender shall extend to and include all genders.

11. This Interlocal Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Interlocal Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

12. For communication purposes, the parties may be reached at the following addresses and phone numbers:

Charles R. Oliver, County Administrator
Executive Offices
3600 W. Sovereign Path, Suite 267
Lecanto, FL 34461
(352) 527-5477

Frank DiGiovanni, City Manager
City of Inverness
212 W. Main St.
Inverness, FL 34450
(352) 726-2611

13. Each party is independent and is not an agent of the other party. Nothing contained in this Interlocal Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Interlocal Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

14. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. If any part of this Interlocal Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Interlocal Agreement shall remain in full force and effect provided that the part of this Interlocal Agreement thus invalidated or declared

unenforceable is not material to the intended operation of this Interlocal Agreement.

IN WITNESS WHEREOF, the parties to this Interlocal Agreement have caused the same to be signed by their duly authorize on the date first set forth above.

ATTEST:

CITY OF INVERNESS

DEBORAH DAVIS, City Clerk

By: _____
JACQUIE HEPFER, President

WITNESSES:

Printed Name: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF CITRUS**

The foregoing instrument was acknowledged and subscribed before me this ____ day of September, 2015, by **JACQUIE HEPFER**, as President of City Council, who ____ is personally known to me or ____ produced Driver License/Identification Card as identification.

Notary Public
My Commission Expires:

Approved as to form & content:

LARRY M. HAAG, City Attorney

ATTEST:

CITRUS COUNTY

ANGELA VICK, Clerk of Court

By: _____
SCOTT ADAMS, Chair

WITNESSES:

Printed Name: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF CITRUS**

The foregoing instrument was acknowledged and subscribed before me this ____ day of September, 2015, by **SCOTT ADAMS**, as Chair of the Citrus County Fire Protection Taxing District, who ___ is personally known to me or ___ produced Driver License/Identification Card as identification.

Notary Public
My Commission Expires:

Approved as to form & content:

DENISE A. DYMOND LYN,
County Attorney

EXHIBIT "A"
2015 CITRUS COUNTY/CITY OF INVERNESS LAND EXCHANGE
(County Conveying to City)

A STRIP AND PARCEL OF LAND BEING THE VACATED FORMER SEABOARD AIR LINE RAILROAD (NOW GRANTOR) RIGHT-OF-WAY SITUATED WITHIN SECTION 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST; SECTION 7, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE N 00°03'45" E ALONG THE EAST BOUNDARY OF SAID SECTION 12 A DISTANCE OF 33.0 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FOREST DRIVE (OLD STATE ROAD# 44); THENCE N 89°08'09" W ALONG SAID NORTH RIGHT-OF-WAY LINE BEING 33.0 FEET FROM, MEASURED AT RIGHT ANGLES FROM, THE CENTERLINE OF SAID FOREST DRIVE, A DISTANCE OF 939.21 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 705, PAGE 526, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE VACATED RIGHT-OF-WAY OF GRANTOR'S MAIN TRACK; THENCE N 32°41'30" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 361.16 FEET; THENCE N 57°18'50" W A DISTANCE OF 75.0 FEET; THENCE N 32°41'30" E A DISTANCE OF 1122.71 FEET; THENCE N 89°14'12" W A DISTANCE OF 144.38 FEET; THENCE N 32°41'30" E ALONG SAID EASTERLY RIGHT-OF-WAY BEING 50.0 FEET FROM, MEASURED AT RIGHT ANGLES FROM, THE CENTERLINE OF THE MAIN TRACK BED A DISTANCE OF 883.05 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1966.03 FEET AND A CENTRAL ANGLE OF 59°48'38""; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 2052.32 FEET TO THE CURVES END (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 2°47'11" E, 1960.40 FEET); THENCE N 27°07'36" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING 50.0 FEET FROM, MEASURED AT RIGHT ANGLES FROM, THE CENTERLINE OF THE MAIN TRACK BED, A DISTANCE OF 1205.12 FEET TO THE BEGINNING OF A CURVE ON THE EASTERLY RIGHT-OF-WAY OF GRANTOR'S CONNECTION TRACK, SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 568.39 FEET AND A CENTRAL ANGLE OF 23°47'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, BEING 50.0 FEET FROM, MEASURED RADIALLY FROM, THE CENTERLINE OF SAID CONNECTION TRACK, A DISTANCE OF 236.02 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 15°13'38" W 234.33 FEET); THENCE S 89°35'06" E ALONG SAID SOUTH BOUNDARY A DISTANCE OF 53.24 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (NOW GRANTOR); THENCE N 27°49'53" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 420 FEET, MORE OR LESS, TO THE BEGINNING OF A CURVE ON THE WESTERLY RIGHT-OF-WAY OF GRANTOR'S CONNECTION TRACK SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 525.54 FEET AND A CENTRAL ANGLE OF 30°34'39"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE,

BEING 60.0 FEET, FROM MEASURED AT RIGHT ANGLES OR RADially FROM, THE CENTERLINE OF SAID CONNECTION TRACK, A DISTANCE OF 2a0.47 FEET TO THE CURVE'S END (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 12°32'4a" E 277.15 FEET); THENCE S 02°45'00" W ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 79.a3 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 678.39 FEET AND A CENTRAL ANGLE OF 20°01'04"; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 237.01 FEET TO THE CURVE'S END (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 07°14'42" E 235.82 FEET); THENCE S 27°07'36" E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF GRANTOR'S MAIN TRACK, BEING 50.0 FEET FROM, MEASURED AT RIGHT ANGLES FROM, THE CENTERLINE OF THE MAIN TRACK BED, A DISTANCE OF 1321.29 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1a66.03 FEET AND A CENTRAL ANGLE OF 59°4a'3a"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1947.93 FEET TO THE CURVE'S END (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 02°47'11" W 1a60.6a FEET); THENCE S 32°41'30" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 2476.54 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY OF FOREST DRIVE (OLD STATE ROAD # 44) SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 496, PAGE 99, OF THE PUBLIC RECORDS, CITRUS COUNTY, FLORIDA; THENCE S agooa'09" E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 353.09 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. CONTAINING 21.a0 ACRES, MORE OR LESS. THE BEARING HEREIN REFER TO AN ASSUMED BEARING OF N 00°03'45" E ALONG THE EAST BOUNDARY OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA.

PARCEL NO.2 A PORTION OF LOT 19 AVONDALE SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE a1, PUBLIC RECORDS, CITRUS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 19, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, THENCE N ago 35' 06" W ALONG THE SOUTH BOUNDARY OF SAID LOT 19, SAID SOUTH BOUNDARY ALSO BEING THE SOUTH BOUNDARY OF SAID SECTION 1, A DISTANCE OF 1a9.20 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID LOT 19, SAID SOUTH-WESTERLY BOUNDARY ALSO BEING THE NORTHEASTERLY BOUNDARY OF THE FLORIDA DEPARTMENT OF NATURAL RESOURCES RAILS TO TRAILS (FORMERLY THE NORTHEASTERLY BOUNDARY OF ATLANTIC COAST LINE RAILROAD), THENCE N 27° 49' 53" W A DISTANCE OF 377.31 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST.1 HAVING A RADIUS OF 1a92.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 19' 2a" A DISTANCE OF 20a.a7 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 11° 44' 33" E A DISTANCE OF 20a.76 FEET, TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 19; THENCE Sago 59' 14" W ALONG SAID NORTH BOUNDARY A DISTANCE OF 103.30 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1992.24 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF

01° 49' 23" A DISTANCE OF 63.39 FEET, SAID CURVE SUBTENDED BY A CHORD WHICH BEARS S 13° 13' 42" W A DISTANCE OF 63.38 FEET, TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID LOT 19; THENCE S 27° 49' 53" E ALONG SAID SOUTHWESTERLY BOUNDARY A DISTANCE OF 161.33 FEET TO THE POINT OF BEGINNING. THE BEARINGS REFERRED TO HEREIN ARE BASED ON AN ASSUMED BEARING OF N 89° 35' 06" ON THE SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA.

PARCEL NO.3 A PORTION OF LOT 18 AVONDALE SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 81, PUBLIC RECORDS CITRUS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID PLAT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA. THENCE N 89° 35' 06" W ALONG THE SOUTH BOUNDARY OF SAID PLAT A DISTANCE OF 189.20 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PLAT, SAID SOUTHWESTERLY BOUNDARY ALSO BEING THE NORTHEASTERLY BOUNDARY OF THE FLORIDA DEPARTMENT OF NATURAL RESOURCES RAILS TO TRAILS (FORMERLY THE NORTHEASTERLY BOUNDARY OF ATLANTIC COAST LINE RAILROAD); THENCE N 27° 49' 53" W ALONG SAID SOUTHWESTERLY BOUNDARY A DISTANCE OF 377.31 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1892.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 19' 28" A DISTANCE OF 208.87 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 11° 44' 33" E A DISTANCE OF 208.76, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S 89° 59' 14" W ALONG THE SOUTH BOUNDARY OF SAID LOT 18 A DISTANCE OF 103.30 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1992.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 18' 19" A DISTANCE OF 532.18 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 21° 47' 33" E A DISTANCE OF 530.61 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF SAID LOT 18; THENCE S 52° 57' 51" E ALONG SAID NORTHEASTERLY BOUNDARY A DISTANCE OF 100.93 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1892.24 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 08' 13" A DISTANCE OF 466.88 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS S 21° 58' 23" W A DISTANCE OF 465.70 FEET, TO THE POINT OF BEGINNING. THE BEARINGS REFERRED TO HEREIN ARE BASED ON AN ASSUMED BEARING OF N 89° 35' 06" W ON THE SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA.

PARCEL NO.4 A PORTION OF LOT 17 AVONDALE SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 81 PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID PLAT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA; THENCE N 89° 35' 06" W ALONG THE SOUTH BOUNDARY OF SAID PLAT A DISTANCE OF 189.20 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PLAT, SAID SOUTHWESTERLY

BOUNDARY ALSO BEING THE NORTHEASTERLY BOUNDARY OF THE FLORIDA DEPARTMENT OF NATURAL RESOURCES RAILS TO TRAILS (FORMERLY THE NORTHEASTERLY BOUNDARY OF ATLANTIC COAST LINE RAILROAD), THENCE N 27° 49' 53" W ALONG SAID SOUTHWESTERLY BOUNDARY A DISTANCE OF 377.30 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1892.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 27' 41" A DISTANCE OF 675.77 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 18° 48' 40" E A DISTANCE OF 672.17 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTHEASTERLY ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 01° 49' 51" A DISTANCE OF 60.46 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 27° 57' 25" E A DISTANCE OF 60.46 FEET, TO A POINT ON THE NORTHEASTERLY BOUNDARY OF SAID LOT 17; THENCE N 52° 57' 51" W ALONG SAID NORTHEASTERLY BOUNDARY A DISTANCE OF 100.55 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1992.24 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 44' 25" A DISTANCE OF 60.41 FEET, TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID LOT 17; THENCE S 52° 57' 51" E ALONG SAID SOUTHWESTERLY BOUNDARY A DISTANCE OF 100.93 FEET TO THE POINT OF BEGINNING. THE BEARINGS REFERRED TO HEREIN ARE BASED ON AN ASSUMED BEARING OF N 89° 35' 06" W ON THE SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA.

PARCEL NO.5 A PORTION OF LOT 16 AVONDALE SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 81, PUBLIC RECORDS, CITRUS COUNTY, FLORIDA AND A PORTION OF THE VACATED RIGHT-OF-WAY OF STEPHENS STREET (VACATED SEPTEMBER 4, 1956) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID PLAT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, THENCE N 00° 00' 46" W ALONG THE EAST BOUNDARY OF SAID PLAT, SAID EAST BOUNDARY ALSO BEING THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 1198.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S 37° 02' 09" W A DISTANCE OF 7.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1892.24 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 09' 48" A DISTANCE OF 203.55 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS S 33° 57' 15" W A DISTANCE OF 203.45 FEET, TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID LOT 16; THENCE N 52° 57' 51" W ALONG SAID SOUTHWESTERLY BOUNDARY A DISTANCE OF 100.55 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1992.24 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05° 51' 11" A DISTANCE OF 203.52 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS N 34° 06' 34" E A DISTANCE OF 203.42 FEET, TO A POINT OF TANGENCY; THENCE N 37° 02' 09" E A DISTANCE OF 139.97 FEET TO A POINT ON THE EAST BOUNDARY OF SAID PLAT; THENCE S 00° 00' 46" E ALONG SAID EAST BOUNDARY A DISTANCE OF 165.98 FEET TO THE POINT OF BEGINNING. THE BEARINGS REFERRED TO HEREIN ARE BASED ON AN ASSUMED BEARING OF N 89° 35' 06" W ON THE SOUTH

BOUNDARY OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA.

PARCEL NO. 6 A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 768, PAGE 888, PUBLIC RECORDS, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, THENCE N 00° 00' 46" W ALONG THE EAST BOUNDARY OF SAID SECTION 1 A DISTANCE OF 1198.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N 37° 02' 09" E A DISTANCE OF 204.37 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LANDS, SAID NORTHERLY BOUNDARY ALSO BEING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 45 (U.S. HIGHWAY 41); THENCE N 52° 57' 51" W ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET; THENCE S 37° 02' 09" W A DISTANCE OF 71.90 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LANDS; THENCE S 00° 00' 46" E ALONG THE WESTERLY BOUNDARY, SAID WESTERLY BOUNDARY ALSO BEING THE EAST BOUNDARY OF SAID SECTION 1, A DISTANCE OF 165.98 FEET TO THE POINT OF BEGINNING. THE BEARINGS REFERRED TO HEREIN ARE BASED ON AN ASSUMED BEARING OF N 89° 35' 06" W ON THE SOUTH BOUNDARY OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA.

EXHIBIT "B"
2015 CITRUS COUNTY/CITY OF INVERNESS
LAND EXCHANGE
(RIGHT-OF-WAY TO BE CONVEYED
TO COUNTY

DESCRIPTION

PARCEL "A"

A parcel of land located in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 19 South, Range 20 East, Citrus County, Florida, more particularly described as follows:

Commence at the Southwest corner of Section 28, Township 19 South, Range 20 East, Citrus County, Florida; thence S $89^{\circ}28'06''$ E along the South boundary of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 28 a distance of 1331.19 feet to the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, said point also being on the East Right-of-way line of the East Watson Street / South Eva Holden Point Right-of-way Plat as recorded in SRD Plat Book 1, pages 96 and 97, Public Records of Citrus County, FL; thence N $00^{\circ}14'37''$ E along the East boundary of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28 and the East Right-of-way line of said plat, a distance of 678.03 feet to the POINT OF BEGINNING, said point being the Northeast corner of said Platted Right-of-way line; thence leaving the East line of said Platted Right-of-way, continue N $0^{\circ}14'37''$ E along the East line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, a distance of 684.92 feet to the Northeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28; thence N $89^{\circ}45'10''$ W along of the North line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28 a distance of 80.0 feet; thence S $0^{\circ}14'37''$ W, parallel with and 80.00 feet from, when measured at right angles to, the East boundary of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, a distance of 684.24 feet to the Northwest corner of said Platted Right-of-way line; thence S $89^{\circ}15'57''$ E along the North line of said Platted Right-of-way line, a distance of 80.0 feet to the POINT OF BEGINNING.

Said parcel contains 54765. square feet (1.26 acres), more or less.

INVERNESS AIRPORT
PROPOSED EXTENSION OF EVA HOLDEN POINT
 IN SECTION 28, TOWNSHIP 19 SOUTH, RANGE 20 EAST
 CITRUS COUNTY, FLORIDA



LEGEND AND ABBREVIATIONS

WV	WATER VALVE
RCW	RECLAIMED WATER LINE
POW	POTABLE WATER LINE
PM	SAINTARY POSE MAN
R/W	RIGHT OF WAY
PVC	POLYVINYLCHLORIDE PIPE

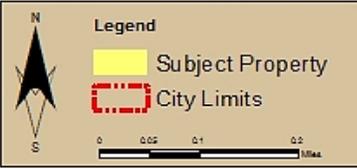


JOB No.	12-049
PROJ. No.	12-500
DRAWING BY:	FLH
DRAWING NAME:	INVAE_JOB.dwg
MAP DATE:	06/06/2012
SCALE: 1" =	60'
SHEET No.	1 OF 1
FIELD DATE:	05/23/2012
FIELD BOOK:	L8
PAGES:	28
	SEC. 28 TWP. 19 S. RANG. 20 E

EXHIBIT

Citrus County
 Division of Engineering
 Survey Section

3800 WEST SUMMITER PARK, SUITE 241
 LEICESTER, FLORIDA 32446
 (904) 885-5488 FAX (904) 885-4881



Subject Property Location Map

City of Inverness GIS

Prepared By: Eric C. Williams, GISP
 Date: June 20, 2013
 Source: COI Enterprise GIS
 Map Number: EW000002



Agenda Memorandum – *City of Inverness*

DATE: October 2, 2015
ISSUE: Fire Department Truck Logo
FROM: City Manager
CC: City Clerk
ATTACHED: Photo Illustration of Logo

Please reference the attached for a look at how the first truck we secured will be identified.

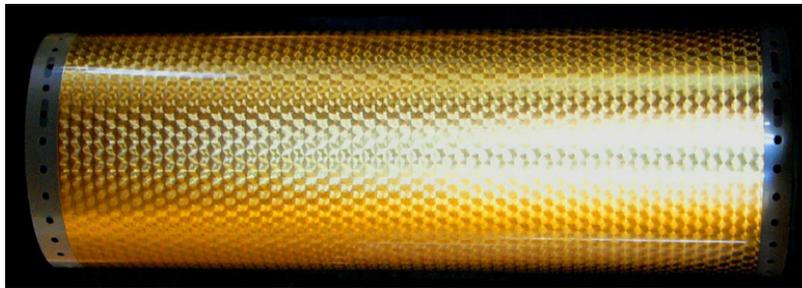
The top shows lettering and City Seal. The middle photo illustrates the type reflective product that will be used and the last picture shows the vehicle door and only needs the City Seal and words “City of Inverness” to be affixed.

The purchase and inspection of this vehicle proves it to be an outstanding acquisition. As we finish this vehicle another will commence inspection, necessary upgrade and outfitting for service.

Recommended Action –
No Formal Action in warranted.


Frank DiGiovanni

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



Agenda Memorandum – *City of Inverness*

DATE: October 2, 2015
ISSUE: Temporary Employee Authorization
FROM: City Manager
CC: Sheila Densmore
ATTACHED: Personnel Rules & Regulations, Section 4.05

We all have rules to follow: IRS, FRS and City. In this situation, we propose to temporarily supplement the Inverness Event and Visitors Bureau staff to manage and deliver planned events cost effectively. What has changed to warrant this? The events have been modified to be more robust, have a broader appeal and attract visitors from other locations (tourists). This is all part of the scope of a larger marketing campaign for the City that will have a positive effect on the greater Inverness area. Is the County at large affected? Yes, and as we bring new visitors to the community a ripple effect will be realized.

It all takes time, commitment, funding and effort.

City Personnel Regulations provides a process for the establishment of temporary positions. The goal is to secure skilled staff to supplement existing employees to bring success to an already ambitious undertaking. (See Personnel Regulation 4.05)

This is a temporary position that will perform time sensitive services to support the City Festival/Event/Marketing program. By example:

- Pay Rate: \$12.00/hour
- Assigned to the Event & Visitors Bureau

- October-November 2015 200 Hours Max
 - Events: Cooter Festival, Art Festival, Grand Prix

- February – April 2016 200 Hours Max
 - Events: St Patrick's Festival, Taste of Inverness

This above schedule will maintain compliance with IRS Rules and keep from incurring Florida Retirement System costs. All other payroll fees will apply.

The adopted budget easily supports this initiative.

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

Agenda Memorandum – *City of Inverness*

ISSUE: Temporary Employee Authorization

Recommended Action –

Motion, second and vote to authorize the creation of a temporary position and defined herein to support the event and marketing program of the City.

Please see me at your convenience with questions.


Frank DiGiovanni

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

CITY OF INVERNESS
PERSONNEL RULES AND REGULATIONS

4.05 TEMPORARY APPOINTMENTS.

A temporary position is one which is established and approved by the City Council for a specific period of time since regular employment for the task is not anticipated. No such position can be established unless sufficient funds are provided in the budget.

Appointment to temporary position shall ordinarily be for a period of up to six (6) Months, except that the City Manager may extend any appointment for up to an additional six months, if conditions warrant. Such extension does not automatically make the appointment a full time position.

To facilitate meeting emergencies, a Department Head may employ a person on a temporary basis, within budget constraints, and put such person to work immediately with the necessary documentation confirming the terms of the employment to follow. In such a situation the City Manager's approval shall be obtained during the first full day of employment.

Requests for this action shall clearly state the circumstances requiring such employment and note the period of employment estimated to be required of such position.

Interoffice Memorandum – *City of Inverness*

October 2, 2015

TO: Elected Officials
FROM: City Manager
SUBJECT: Pay Rate Change – Non-Bargaining Unit Personnel
CC: Cheryl Chiodo and Sheila Densmore

We have completed discussions with the Bargaining Unit and are pleased with the outcome. It is time for City Council to consider if what has been tentatively agreed is satisfactory for pay rate adjustments to Bargaining Unit personnel. In turn, and in the interest of equity, we proposed the same adjustment be extended to remaining employees of the City. Economic conditions, earning potential, the local economy, the Consumer Price Index (CPI), and action for unionized personnel should weigh in this decision. Last year a \$1,000 lump-sum increase was awarded across-the-board raise.

Article 33 of the Collective Bargaining Agreement for the City of Inverness and Public Employees Union (FPD/AHPE, NUHHCE, AFSCME, AFL-CIO), provides the ability to bargain wages for the ensuing year.

Based on those discussions, for the contract year that commences October 1, 2015 and runs through September 30, 2015, the tentative agreement is to award employees of the City and Bargaining Unit pay rate adjustments based on the following eligibility and criteria:

- Employees must not be in an initial hire probationary status.
- Pay rate adjustments will be added to the base pay for every employee.
- Pay rate adjustments will not affect the entry level for each position.
- Pay rate adjustments will be added to the top end of a pay range.
- Employees will be awarded 3% across the board effective October 1st, 2015.

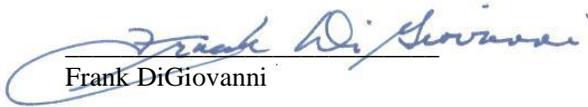
If the above is acceptable for the Bargaining Unit, to maintain parity, those conditions should be applied to Non-Bargaining Unit Personnel as well:

- Employees must have completed a minimum six-month tenure by 10/01/15.
- Pay rate adjustments will be added to the base pay for every employee.
- Pay rate adjustments will not affect the entry level for each position.
- Pay rate adjustments will be added to the top end of a pay range.
- Full Time Employees will be awarded 3% across the board effective October 1st, 2015.
- Part Time employees will receive a 3% pay adjustment on their anniversary date.

Statistically, 32 Full-Time & 6Part-Time positions are affected.

Recommended Action –

This is a policy decision; however it is advised that City Council motion and vote to ratify negotiations with the Bargaining Unit and additionally award non-bargaining unit employees a positive pay adjustment of three-percent (3%) exercising the above listed steps, calculated on base pay earnings.


Frank DiGiovanni