

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

January 19, 2016 - 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**
None
- 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**
None
- 7) MAYOR'S LOCAL ACHIEVEMENT AWARDS**
None

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
January 19, 2016 - 5:30 PM**

8) CITY ATTORNEY REPORT

9) CONSENT AGENDA

4 - 5 a) Bill Listing *

Recommendation - Approval

6 - 11 b) Council Minutes - 01/05/16*

Recommendation - Approval

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

12 - 18 a) Institute for Elected Municipal Officials (IEMO) Recognition

b) Land Lease Renewal - Pleasant Grove Road*

19 - 20 c) Fire Department Grant*

21 - 24 d) Memo of Understanding (MOU) - EMS*

25 - 29 e) Supervisor of Elections Agreement and Election Resolution*

30 f) Council Meeting Venue Change - Elections/Early Voting*

g) Other

11) COUNCIL/MAYOR SUBJECTS

12) NON-SCHEDULED PUBLIC COMMENT

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

13) ADJOURNMENT

a) Valerie Theatre - A Singin' Presentation

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

January 19, 2016 - 5:30 PM

Saturday, January 30th, 2016
Downtown Inverness

b)

DATES TO REMEMBER

Inverness City Council Regular Meeting

Tuesday, February 2, 2016 at 5:30pm

Inverness Government Center



01/15/2016 08:48
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 1
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 01/31/16
			TOTALS FOR ACE HARDWARE CO OF INV INC		2.99
			TOTALS FOR AT & T MOBILITY NATIONAL ACCOUNTS LLC		386.69
			TOTALS FOR AUTOZONE		85.48
			TOTALS FOR TIME WARNER CABLE		76.08
			TOTALS FOR CENTRAL MATERIALS CO INC		267.80
			TOTALS FOR WXOF, INC		841.25
			TOTALS FOR CITRUS COUNTY CHRONICLE		512.50
			TOTALS FOR CITY TIRE OF INVERNESS		130.95
			TOTALS FOR CLARK SALES DISPLAY		10,424.88
			TOTALS FOR CLERK OF THE CIRCUIT COURT, ANGELA VICK		37.70
			TOTALS FOR FUN EXPRESS, LLC		82.83
			TOTALS FOR GOLDEN X PLUMBING SUPPLY INC		123.41
			TOTALS FOR HANNIE PRINTING INC		180.00
			TOTALS FOR A.C.M.S., INC		14,585.55
			TOTALS FOR NATIONWIDE RETIREMENT SOLUTIONS		1,556.83
			TOTALS FOR OFFICE DEPOT INC		48.99
			TOTALS FOR ONLINE IMPLEMENTATION SERVICES, INC		189.30
			TOTALS FOR B-III, INC		550.00
			TOTALS FOR PUBLIC EMPLOYEES UNION		25.66
			TOTALS FOR QUADMED, INC.		69.50
			TOTALS FOR QUALITY PLASTERING		850.00
			TOTALS FOR SAND/LAND OF FL ENTERPRISE INC		240.00
			TOTALS FOR SHERWIN WILLIAMS CO		103.92
			TOTALS FOR SMITH, RANDY		150.00
			TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC		142.23



01/15/2016 08:48
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 2
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 01/31/16
			TOTALS FOR TEN-8 FIRE EQUIPMENT, INC.		3,249.16
			TOTALS FOR UNIFIRST CORPORATION		31.99
			TOTALS FOR US LEGAL SERVICES, INC		37.50
			TOTALS FOR USA SERVICES		1,550.00
			TOTALS FOR WOODARD & CURRAN, INC		4,627.50
			TOTALS FOR WRIGHT EXPRESS		1,980.26
			REPORT TOTALS		43,140.95

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

January 5th, 2016
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 (Not Present)
Vice President Ryan
Councilwoman Bega
Councilman McBride
Councilman Hinkle
Mayor Plaisted (Not Present)

Also present were City Manager DiGiovanni, City Attorney Haag, Asst. City Manager Williams, Community Development Director Day, and City Clerk Davis.

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

ACCEPTANCE OF AGENDA

Councilman Hinkle motioned to accept the Agenda as presented. Seconded by Councilman McBride. The motioned carried unanimously.

PUBLIC HEARINGS

None

OPEN PUBLIC MEETING

None

SCHEDULED APPEARANCES

6)a) Proclamation Presentation – “National Mentoring Month” – Vice President Ryan presented the National Mentoring Month Proclamation to Cheri Chancey and Darlene Carlson of the Big Brothers/Big Sisters Organization.

6)b) Leeson’s Mobile Home Park – Attorney Clark Stillwell, Leeson’s Mobile Home Park representative, addressed City Council, noting prior discussion on terms of agreement, and recently completed work with Attorney Haag’s office on easement terms. Exhibit B, of the Master Settlement Agreement, which is a location map was provided to Council with corrections and has been placed in the original agreement. He had all documents with his client’s signature to provide to the City Attorney, for all easements to be recorded, with the exception of the agreement. All permits have been issued, except for the Club House, which they will wait until the general contractor signs off on club house; to be accomplished shortly.

Councilman McBride questioned the location of DRA and Clubhouse easement. Attorney Stillwell noted how it was divided to separate streets, Line Ave. (3 mobile home units in the right of way), which are being removed. Club house encroachment (storage shed) is

being removed, with a remaining 1.5ft of encroachment in the right of way, and the easement calls for a term of 20 years. The drainage retention area adjacent to club house structure was modified slightly. Zephyr Street encroachments are more nominal and can be easily removed. Cherry Street drainage area was removed so the existing right of way could remain.

Attorney Haag stated that the documents are in proper order and ask council to proceed with the recommended action in their agenda, with the replacement of exhibit “B”.

Councilman Hinkle motioned to approve the agreement with Leesons MHC, LLC, and authorize the Council President to execute the document. Seconded by Councilwoman Bega. The motion carried unanimously.

City Manager DiGiovanni noted that the Zephyr Street Project construction will likely begin within the next 30-60 days.

6)c) Woodard Curran – Annual Report - Glenn Burden, Area Manager for Woodard and Curran, presented an Annual Report for the Inverness Facility on Hwy 41 S, providing a power point presentation. He spoke of the success of the public/private partnership and moving daily operations from a corrective maintenance and reactive style to a more predictive and preventative maintenance style.

Mr. Burden spoke of the renovations, cleaning, and disinfection accomplished for more preventative operations of the Citrus Booster Station, Waste Water Treatment Plant, 581 Water Treatment Plant, and Water Reclamation Facility. He referenced the major 12 inch water main break and how they were able to clean and disinfect various components of the water system.

There have been eight projects completed in the Capital Improvement Program, including the Master Lift Station isolation valve installation, Aeration Mixer controller, and several lift stations completely rehabbed with new pumps, control panels, and piping.

Woodard & Curran has select chosen technology initiatives with computerized maintenance management system, a data management software, a Technology Suite including SEMs; HACH WIMs, and DO Forms. He spoke to staff being the backbone of the operation, certifications and cross training, and corporate staff behind the scenes. There were several operational challenges with the 12” water main break, water distribution chlorine burn, a lightning strike, etc.

On the horizon for next year will be to continue to identify and replace old water and wastewater piping to get to that preventative and predictive style of operation, and expansion of the current service area. Mr. Burden spoke of the successful partnership with city staff and management.

City Manager DiGiovanni stated this is how government can work more like a business, to provide higher level efficiencies, cost containment, as well as greater depth of expertise. We appreciate and value this relationship.

6)d) Sweetwater Pointe – Residents - was addressed by City Manager DiGiovanni who explained how Sweetwater Point was a subdivision beyond the City of Inverness, but is in our service area, and based on a long standing interlocal agreement with the county. In abundance of caution, the City sent correspondence effectuating this evening’s public forum to give residents an opportunity to address City Council directly. Should the

Council conclude that (majority) support exists from the balloting and public forum, a Resolution to proceed with the assessment program and project will be considered for adoption at a later date.

He noted that he was first contacted by Sweetwater residents in 1996-97 to bring water into this community which at the time the project cost numbers exceeded \$10,000 (\$11-\$12k) per buildable lot. What has recently occurred with Homeowners Association (HOA) was to find ways to make this more affordable to bring forward. County government met with HOA and conducted a vote and indicated support for water to be brought into Sweetwater. The City came up with recent plan and cost analysis figures which are in agenda packet and much less than previous amount from years prior.

Vice President Ryan opened the public forum to receive comments.

For:

Norman Peterson, 9132 E Sweetwater Dr., advised that the color of his water was not good, and had to replace water system 3 times in 15 years. He had proof showing results of bad water to include E.coli. He provided a report to submit into the record for this meeting. He and wife strongly support this project.

Larry James, 9150 E Sweetwater Dr. stated that if he knew the poor quality of water, he wouldn't have moved there. Has served on board for 7 years and met with previous Public Works Director, in April 2013 with the possibility of bringing City Water. An estimate of \$6,000 per household. We contacted members of association with ballots to see if they pursue this matter. In May 2013 ballot was 54% in favor; May of 2015 ballot was 59% in favor; At 2014 Annual membership meeting we had unanimous show of hand to move forward. June of 2015 the County Ballot was 62% in favor. In 2007 effort was made to do project and some members put out misinformation and project was stopped. He is in favor of starting the project.

John T. Marqua, 9334 E Sweetwater Drive, and Board Member; 8-9 years prior, bad drought and had concern of running out of water. This project is for the betterment of the community and himself, and their water is the worst quality in the County, and will not drink it. Another positive thing with this project would be the fire hydrants.

Susan Mastrangelo, 8774 E Sweetwater Dr; 13 year resident, noted to have terrible water, and noting all of her appliances, etc. that have had to be replaced. County (City) water would be beneficial for the community and raise the value of our homes.

Larry King, 9093 E Pinehurst Ct, spoke to the expense of replacing his appliances and damage to clothing. Having water system, hydrants, etc. will be beneficial to all. This would be a benefit regarding property value and insurance savings. We appreciate that the City moves quickly on this project.

Charles Davis, 8968 E Sweetwater Dr, 16 year resident. He has had to replace three washing machines and dishwashers; and another refrigerator. The opportunity to do this is wonderful and price is reasonable.

Sheila Kyburz, 9184 E Sweetwater Drive said Amen to everything previously stated. It took 8 days to fill their pool due to upgrading the conditioner and only allowed to fill the pool at a rate of 3 gallons per minute. Spoke to treatment products she has had to purchase in the last 13 years, and tries to keep her property value up. She definitely supports this but doesn't understand the problem with moving forward and asked to help them get this passed.

Steve Crowley, 8888 E Sweetwater spoke to clothes and appliances needing to be replaced within just a couple of years. Voting has occurred, the votes are there, and he is in favor of this project.

Pati Duffy, 7981 E Sweetwater Dr., since 2001, stated she cannot wash anything white, as it turns orange, including the driveway. Spoke to the appliances she has replaced. Would appreciate drinkable, useable, washable water at her house.

Elaine Warner, 8550 E Sweetwater Dr. spoke to damage of hard water and wishes we would provide with City water.

Frank Bose, 4216 S Paddock Point, Inverness spoke on behalf of the Homeowners Association and is currently administrator and financial director for the past 6 years. Being in that position he had a fiduciary obligation to the membership, especially the majority of the residents. He referenced the many votes conducted with 61.7% in favor of this project. Has worked on this project with three boards for over three years. Referenced State Statute 373 regarding water quality and wants Council to recognize that the majority of the residents for the community are in favor of this project.

Against:

Ralph Rogers, 8675 E Sweetwater Drive, stated that he has not had any problem with his water, noting how all of his appliances are fine. He referenced the different votes conducted with many of these votes being approval to proceed and investigate. Problem with this process is that he doesn't know what it is going to cost to hook up to system. He has been threatened that if he doesn't connect now, he will not be allowed to in the future. Spoke to a community meeting with a water conditioner salesperson. Would like to know cost to him.

Bob Hughes - 8921 Sweetwater Dr. stated he doesn't have problems with his water and this is tearing the community apart. Has lived there for four years and never replaced anything. He spoke to the depth of his well compared to others wells.

Lynn Rogers – 8675 E Sweetwater, her second home owned in Sweetwater. She had wonderful water in the original house and the second house has wonderful water. She uses approximately 4 bags of salt a month for the water softener. Her daughter lives in the city and comes to her house with 4 gallon jugs to fill water from the well.

Doug Connors, 9375 E Sweetwater Dr. addressed City Council. He stated it was unfortunate how bad some of the water is in the neighborhood for some of the neighbors. He has no problem with his water or appliances. He referenced the Homeowner Covenants regarding a 66 or 75% vote based on the covenants. He questioned if it is possible to provide a variance for those who do not want this water. He would support the project, however he was not for it.

Frank Bowes spoke with respect to Mr. Connor's reference to the 66% required for approval as it applies to the covenants regarding water drainage and common areas. He spoke to City Attorney Haag and included an interpretation in the packages handed out to Council. We are not improving the common area, but the living area.

Sam Arnold, Sweetwater resident stated he would like facts. He recently moved in and only knows hearsay and asked if he could he get a packet of information, and if he could have a choice regarding the water service. Would like information to make educated decision.

Vice President Ryan declared the Public Forum closed.

City Manager DiGiovanni noted that information was available for those who needed it. We worked to provide and develop cost figures as best possible prior to construction, and there are variables. The numbers are from a contractor who is confident to bring the project in at what he stated. Choice is a good thing until you speak to roads and public works projects, and State Statute addresses that. If water goes in front of your house and you don't want it, you can wait 365 days before being required to connect. He spoke to the advantage of fire flow and insurance coverage. He explained State Statute governing water utility projects. We need to make a decision on what is in the best interest of the majority. There may be property covenants that may get in the way of the majority decision. The only thing being asked is to direct this office to work with City Attorney to create an initial Resolution to move forward.

City Attorney Haag wanted to clarify that an assessment program pursuant to Chapter 173 FS. It is not an assessment imposed by the HOA, therefore language in the covenants is not applicable. There are several issues in the restrictions, including voting rights. In doing research, one concern is when this subdivision was platted in late 80's, developer reserved the right to build a utility system for water, and there currently is not a water system, could possibly waive the dedication in the plat. It is up to Council as to how to proceed, and if it is decided to move forward, will have to get in depth and explore the property rights.

Council Discussion:

Councilwoman Bega stated she is in favor and would vote to proceed with the investigation, and thinks it would be advantageous for the community.

Councilman Hinkle questioned responsibility to correct the plat, with City Attorney Haag encouraging it would be better for the HOA to do this vs. the City, as City involvement would increase the cost of the assessment. Councilman needs the numbers first before we have final vote, but is in favor of going forward with the resolution.

Councilman McBride stated one concern is, as things evolve, if the city is going to be in a situation where we will spend tax dollars of city residents, and then this fails.

City Manager stated that this is funded through the receipts of the utility system. We would not comele tax money, but will involve time that is necessary to proceed.

City Attorney Haag stated that we have to determine what right-of-way and easements are needed and until that is provided from the engineer, he cannot comment as to what needs to happen. The HOA needs to work it out.

Councilman McBride supports a motion to enable the Resolution for consideration at a future Council meeting.

Vice President Ryan stated this is a public safety issue along with the addition of a fire main, and is in support of this.

Councilwoman Bega motioned for the City Manager to develop an enabling Resolution for consideration at a future meeting of Council. Seconded by Councilman Hinkle. The motion carried unanimously.

MAYOR'S LOCAL ACHIEVEMENT AWARDS

None

CITY ATTORNEY REPORT

None

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 – 12/15/15*
 - Recommendation – Approval

CITY MANAGER’S REPORT

City Manager DiGiovanni spoke to the following:

- ❖ The Four City Tourism Program, which includes Dunnellon, Inverness, Floral City, and Brooksville will have a kick-off meeting and all are excited.
- ❖ On Thursday, we will collaborate with CGI, a firm from Rochester, NY, regarding videos for promotion of businesses in the City.
- ❖ This Friday we will convene with county staff regarding the Impact Fee Agreement and their termination of existing agreement. Our position is to work with the parties and keep everyone connected. When dealing with Impact Fees there is a lot of shared interest.
- ❖ January 12th, City Manager will be addressing Inverness Rotary. We have a strong partnership and wants to keep them apprised with City projects, etc.
- ❖ January 18th, will be the City’s MLK, Jr. Freedom walk starting at the Valerie Theatre and proceeding to Liberty Park for a program.
- ❖ We are working with diligence to move forward with some projects in State of City presentation to include the Soldier Memorial; Godowski Property; Lighting of downtown trees; Zephyr Street and Highland Boulevard project; Community Garden on property by the airport; Cooter Pond Boardwalk improvements; Bicycle Sharrows; and the Fire Department. There is more but need to make a dent in the above. People are looking to this community to locate themselves and/or open businesses.

COUNCIL/MAYOR SUBJECTS

Councilman Hinkle praised the State of City. He would like a workshop with regard to proceeding with the City Manager’s position. As Council we need to know if we can handle all the projects with the staff we have.

Councilman McBride spoke to a couple projects we will be watching, i.e.; Fire Dept. and the Valerie Theatre, because it is important to this community. We want a good working relationship with the County to work together to make our community a better place to live.

Vice President Ryan restated that we have a good working relationship with county and noted the progress of our projects.

CITIZENS NOT ON AGENDA

None

Meeting adjourned at 7:27pm.

City Clerk

Council President

Interoffice Memorandum – *City of Inverness*

January 11, 2016

TO: Elected Officials
FROM: City Manager
SUBJECT: City Property Lease Renewal – Pleasant Grove Road
CC: Office of City Clerk, Finance Director and Public Works Director
Enclosure: Letter from Charles Dean, Dated 01/6 /16
Lease Renewal 2016 (5-pages)

Reference is made to attachments.

This involves a traditional use of City property, located off Pleasant Grove Road. The property is in-front of and behind the 581 Water Plant and ground storage tank, and bordered by Pleasant Grove Elementary School. Lease terms and conditions are consistent to what has previously been used. The lease may be terminated by either party with sixty-day notice, and Section 7 provides full access and ability of the Lessor to make improvements as deemed necessary and appropriate.

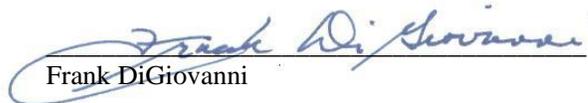
This arrangement has been actively engaged for decades to the benefit of the parties and without compromise of City interests; accordingly, renewal is supported.

Note: Per the City Charter, four affirmative votes are required to execute this document.

Recommended Action –

It is recommended that City Council motion, second and vote to accept the 2016 Lease Renewal between Charles Dean and City of Inverness for use of the identified available City property, and authorize the Council President to execute the document.

Thank you,


Frank DiGiovanni

January 6, 2016

Deborah J. Davis, City Clerk
City of Inverness
212 W. Main Street
Inverness, FL 34450

Dear Ms. Davis:

This letter will serve as my formal request to renew and extend my annual lease of the City owned property located next to the Pleasant Grove Elementary School on Rt. 581. The current lease is to expire January 31, 2016.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Charles S. Dean

LEASE RENEWAL

THIS LEASE made this 1st day of February A.D. 2016, by and between the City of Inverness, a political subdivision of the State of Florida, hereinafter called the "LESSOR" and Charles S. Dean, hereinafter called the "TENANT."

WITNESSETH, in consideration of the rents, covenant and agreements hereinafter contained on the part of the TENANT to be paid, observed and performed, the LESSOR hereby renews its previous lease and leases to the TENANT and the TENANT accepts from the LESSOR the following described lands in Citrus County, Florida, to-wit:

The South ½ of the NW ¼ of Section 10, LESS AND EXCEPT the SE ¼ of the SE ¼ of NW ¼, Sections 19, Township 19 South, Range 20 East, less and except and portion previously conveyed to the Citrus County School Board.

together with all dwellings located thereon, for a term of one year commencing on the first day of February 2016 and ending on the last day of January 2017, on the following terms and conditions and covenants:

Section 1. Termination: This Lease can be terminated by either party upon sixty (60) days notice to other.

Section 2. Rent: The TENANT hereby agrees to pay to the LESSOR without demand, at the office of the City Clerk of the City of Inverness, Citrus County, Florida, the following rents, for the aforesaid leased premises, for the term of this lease, to-wit: TWO HUNDRED FIFTY DOLLARS AND NO/100 (\$250.00) for each year of the lease, payable on February 1st of each year of the duration of the lease.

Section 3. Use: The leased premises shall be used by the TENANT for and as a farm. The TENANT shall be responsible for the maintenance of the fences and the cutting of the

grass thereon. The TENANT shall at all time keep the leased premises in as good of a state of repair as the same was at the commencement of the term and return same to as good a condition as it is at the time of the execution of this lease in accordance with all laws, directions, rules and regulations of regulatory bodies or officials having jurisdiction in that regard. The TENANT agrees to replace all broken or damaged sections of fence and fence post with fence or fence posts of the same size and quality that may become damaged, to as good condition as it is at the time of the execution of this lease. If TENANT refuses or neglects to commence repairs within ten (10) days after written demand by LESSOR adequately to complete such repairs within a reasonable time thereafter, it shall be considered a breach of this lease on the part of the TENANT.

Section 4. That the LESSOR shall not be liable for any damage occasioned by failure to keep the premises in repair or for any damage done or occasioned by the acts or neglects of the TENANT or TENANT'S agents, servants or employees. That the TENANT shall not allow the premises to be used for any other purposes as stated herein or for any unlawful purpose or for any purpose that will injure the reputation of same or will disturb other tenants of the neighborhood and shall not allow any sign or placard to be posted or placed on the premises without the LESSOR's consent, except such signs or placards as may be used by the LESSOR for their own purposes.

Section 5. The TENANT agrees not to permit any alteration of or upon the premises except by written consent of the LESSOR and that all alterations and additions to the premises shall remain for the benefit of the LESSOR unless otherwise provided in such consent.

Section 6. The TENANT agrees not to sell, assign, mortgage, pledge, or in any manner transfer this lease or any estate or interest hereunder and not to sublet the leased premises

or any part or parts thereof and not to prevent any licensee or cessionaire therein, without the previous written consent of the LESSOR in each instance. Consent by the LESSOR to one assignment of this lease or to one subletting of the leased premises shall not be a wavier of the LESSOR's rights under this section as to any subsequent assignment or subletting shall be construed to in include a prohibition against any assignment or subletting by operation of law. The LESSOR's rights to assign this Lease are and shall remain unqualified.

Section 7. The TENANT agrees to allow the LESSOR at all times free access to the demised premises for the purposes of examining, exhibiting the same and in making any needful repair or alteration thereof which the LESSOR may see fit to make. That the LESSOR expressly has the right to make or license any improvements, erect power/communication poles, drill any wells or place any buildings upon said property and use said improvements without the consent of said TENANT or without any diminution in the rent. TENANT acknowledges that LESSOR may license a communication company to construct a tower on the leased property and TENANT consents to such license or lease of a portion of the demised premises for a tower site and agrees to not interfere with the construction thereof.

Section 8. Upon the termination of this Lease by the lapse of time or otherwise the LESSOR shall surrender the premises in good repair and condition as it was at the commencement of said term, excluding reasonable use and wear thereof or other casualty, not occurring through the fault of the TENANT.

Section 9. The TENANT agrees to pay and discharge all reasonable costs, attorneys fees and expenses that shall be made or incurred by the LESSOR in enforcing the covenants and agreements thereof and the said LESSOR shall have a lien for such costs, fees, and expenses upon all personal property of the TENANT.

Section 10. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing and sealed by the LESSOR and TENANT. No surrender of the demised premises, or of the remainder of the term of this Lease shall be valid unless accepted by the LESSOR in writing.

Provided always, and these presents are upon the express condition, that if the TENANT shall fail or neglect to perform and observe any of the covenants on TENANT'S part therein contained, it shall be lawful for the LESSOR at any time thereafter, without notice or demand, to enter into and upon the demised premises and repossess the same as of its former estate, and to expel the TENANT and any person claiming under TENANT, forcibly, if necessary, and to remove their effects, without prejudice to any remedies which might be used for arrears of rent or previous breach of covenant. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate, on the day and year first above written, the LESSOR causing the same to be executed in its name by JACQUIE HEPFER, as President of the City Council of the City of Inverness, Citrus County, Florida, attested by DEBORAH J. DAVIS , as City Clerk of said City Council each of whom were theretofore duly authorized by the City Council of the City of Inverness, Florida, at a meeting held the ___ day of January 2016.

THE CITY OF INVERNESS,
A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

ATTEST:

DEBORAH J. DAVIS
City Clerk

By: _____
JACQUIE HEPFER
PRESIDENT of the City Council,
LESSOR

CHARLES S. DEAN, TENANT
Signed, sealed and
delivered in our presence:

Agenda Memorandum – *City of Inverness*

January 15, 2016

TO: Elected Official
FROM: City Manager (Prepared by Eric Williams)
SUBJECT: Assistance to Fire Fighters Grant (AFG)
CC: City Clerk & Finance Director
Enclosure: Summary Allocation Sheet

As council is aware the city is in the final steps of initial startup of the newly formed Inverness Fire Department. With the city now directly providing fire department services, there are opportunities to obtain federal funding to support the program. Grant writer services have been engaged to facilitate the ability to secure funds.

The primary goal of the AFG program is to meet firefighting and emergency response needs of fire departmental interests and nonaffiliated emergency medical service organizations. Since 2001, AFG has helped firefighters and other first responders obtain critically needed equipment, protective gear, emergency vehicles, training and other resources necessary to protect the public and emergency personnel from fire and related hazards.

There are certain advantages to be awarded funds from the AFG as a newly formed department. The City will purchase much of what is listed on the enclosed summary allocation sheet as a normal transaction to start the department, and will be eligible for reimbursement through an AFG award. We are currently pursuing tandem applications: one for a new apparatus/Fire Truck, and two for necessary personal protective equipment. Application forms have already been submitted. The presentation this evening is to illustrate that should the funding be awarded in full for both applications, we would benefit by receipt of \$403,668, with a local match of \$20,188 to realize a net benefit of \$383,484.

The local match is supported by existing funds in the adopted budget.

Recommended Action – Informational Only

No Action is Necessary

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


Frank DiGiovanni

AFG Vehicle Grant Application:			
	Class A Pumper		Total;
Vehicle	\$198,000.00	Total Project Cost	\$198,000.00
		City's 5% Match	-\$9,900.00
		AFG Grant Amt.	\$188,100.00

Operations and Safety AFG Grant Application:						
	turnout gear	SCBA	Face Mask	Buddy Breathing	Telemetry	Total
PPE	\$50,000.00	\$79,200.00	\$2,048.00	\$4,800.00	\$6,530.00	\$142,578.00
Equipment	Washer/Dryer	Camera				\$13,600.00
	\$7,000.00	\$6,600.00				
Bld Mod	SCES*					
	\$ 49,490.00					\$ 49,490.00
				Total Project Cost	\$	205,668.00
				City's 5% Match	\$	(10,283.40)
				AFG Grant Amount	\$	195,384.60

*Capture Exhaust Extraction System (SCES)

Agenda Memorandum – *City of Inverness*

January 15, 2016

TO: Elected Officials
FROM: City Manager (Prepared by Eric Williams)
SUBJECT: MOU with Nature Coast EMS
CC: City Clerk & Fire Chief
Enclosure: Memorandum of Understanding (MOU) with EMS

We are at the final points of launching the Inverness Fire Department. Statutory requirements partly govern these actions, and mandate that the City maintain a Memorandum of Understanding with an Emergency Medical Service (EMS) provider operating within the City's jurisdiction. Accordingly, we will maintain a longstanding cooperative relationship with Nature Coast EMS (NCEMS).

Before Council is an MOU with NCEMS that fulfills the statutory obligation. In return we will agree to continue to provide space at the Inverness Fire Station for NCEMS operations. NCEMS has agreed to participate in a shared approach to replenish and piggy-back purchase EMS supplies utilized by both parties.

This is a mutually beneficial agreement will have a positive effect on the community that we are excited to engage.

Recommended Action –

It is recommended that Council motion, second, and vote to move forward with the MOU with NCEMS and authorize the Council President to execute the document.

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


Frank DiGiovanni

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this _____ day of _____, 2016 by and between the City of Inverness Fire Department, a BLS, First Responder Service, known as in this agreement as, “FIRST RESPONDER SERVICE”, and Nature Coast Emergency Medical Foundation, Inc; DBA Nature Coast EMS, an ALS Transport Ambulance Service, known as in this contract as, “NCEMS”.

WITNESSETH;

WHEREAS, Hereby enters into this agreement between the two entities in order to coordinate the best possible pre-hospital patient care at emergency scenes located within the First Responders primary response zone and whenever requested to respond outside their primary response zone; and

WHEREAS, The First Responder Service is dispatched by the Citrus County Communications Center as per their Agreement; and

WHEREAS, At the time of dispatch the First Responder Service will be advised of the type of call and response code to respond per the Citrus County Sheriff’s Office dispatcher. It is understood the initial coordination of services will take place at that time between the response of First Responder Service and NCEMS; and

WHEREAS, The Communications between the First Responder Service and the EMS crew are paramount and shall be conducted for the best possible outcome for community;

NOW THEREFORE, in consideration of the mutual benefit of both parties and they agree that the roles and responsibilities of the first responder service personnel at an emergency scene are as follows.

1. Communications: a direct radio contact, relayed by the communications center, or cellular telephone. Both parties agree to allow access to radio frequencies when working together.
2. Upon arrival at an emergency scene and only after the scene is deemed safe the First Responder Service will:
 - a. Constantly monitor scene safety;
 - b. Begin patient(s) assessment, when indicated maintain airway, breathing, circulation and spinal immobilization while utilizing universal precautions. All care on scene will be rendered in accordance with the medical director’s standard operating guidelines.
3. Upon determination of patient(s) status, the First Responder Service will:

- a. Report to the responding NCEMS crew if conditions exist which make it important to do so.
- b. Or, if the patient(s) and scene are stable, continue with basic life support according to their standard operating guidelines, document all patient information and vital signs on patient information sheet and give a copy of it to the NCEMS crew upon their arrival. Information will include patient's name, age, complaint, sex, date of birth, SSN, address, phone number, medical history, medications, allergies, doctor's name, vital signs, time vital signs were taken, and any interventions done.
- c. If AED is used it must be documented on the NCEMS crews report and on the First Responder Services report. A copy of the code summary tape should be turned into the medical director and NCEMS per the Standard Operating Guidelines.
- d. These procedures may vary, as medical direction deems necessary.
- e. Once NCEMS personnel arrive on scene, they shall assume all control of patient care.
- f. The Inverness Fire Department and NCEMS will meet at least quarterly for patient care quality assurance.

EQUIPMENT AND TRAINING

1. Training provided by either party is open to a limited number of each agencies personnel and any cost of the class will be determined on a case by case.
2. Equipment exchange shall be allowed for training and emergencies. If any damage or loss takes place, the borrowing agency will be responsible for repair or replacement.
3. Consumables will be replaced by NCEMS that are used for emergency responses. The replacement will take place by processes established by NCEMS. In lieu of reimbursement for consumables NCEMS will benefit from residing/utilizing the City of Inverness Fire Station at no cost.

CHANGES IN SERVICE

1. The First Responder Service may upgrade or change protocols at any time. Provided they are consistent and acceptable to the Medical director and Department of Health and Rehabilitative Service.

The term of this agreement shall be from January 15, 2016 until December 31, 2016.

This agreement shall automatically renew on successive one year periods unless either party provides notification cancellation 30 days prior to this date.

This memorandum of understanding may be amended by mutual agreement and will be filled with the State of Florida, Department of Health and Rehabilitative Service, Office of Emergency Medical Services.

Agreed to and signed on this _____ day of _____ 2016 by.

City of Inverness
A Municipal Corporation of the State of Florida

By: _____
Jacquie Hepfer
Council President

Citrus County
A Political Subdivision of the State of Florida
Nature Coast Emergency Medical Foundation, Inc.

By: _____
Mike Hall ,President/CEO

INTEROFFICE MEMORANDUM – *City of Inverness*

To: Elected Officials
From: City Clerk Davis
Subject: City Election 2016
Resolution and Inter-Agency Agreement
Date: January 13th, 2016

Attachments:

- Resolution 2016-01
- Interagency Agreement between City and Supervisor of Elections

City elections are once again approaching and certain provisions must be put in place to begin the process. The following is a brief summary of each item to be addressed this evening:

Resolution – The City Charter provides for the City Council, by resolution, to call for all general or special elections. The attached resolution sets the date of the upcoming General City of Inverness Election for November 8th, 2016, for Council Seats 2 & 4.

Election Agreement – This agreement between the City and the County Supervisor of Elections Office delineates most of the functions and responsibilities of each entity during the election process. I have worked with the Supervisor of Election Office to review this year's process and to develop a workable agreement. The attached agreement is provided for your approval.

Canvassing Board - Per the City Charter (Section 4.06 – City Canvassing), City Council must appoint a canvassing board to oversee the absentee ballots accuracy and logic testing held during the city's election process. With the change of our stand alone elections, to hold the City Election in conjunction with the County General Elections, the County Supervisor of Elections Office will oversee the canvassing process. However, in the event that we hold a special election, we would be required to have a canvassing board. No action is warranted by council for this election.

The following recommendations are presented for your approval :

1. Motion and vote to read the enclosed Resolution 2016-01 by title only, calling for the November 8th, 2016 City Election. Motion and vote to adopt the Resolution by roll-call vote.

2. Motion and vote to authorize the enclosed Inter-Agency Agreement between the City of Inverness and the Citrus County Supervisor of Elections for services for the November 8th, 2016 Election.

If you have any questions or wish to discuss this further, please do not hesitate to contact me.



Deborah Davis

RESOLUTION 2016 - 01

A RESOLUTION CALLING FOR THE 2016 CITY ELECTION; SETTING THE DATES FOR SAID ELECTION(S); SETTING THE DATES FOR EARLY VOTING; DESIGNATING SEATS TO BE VOTED UPON; PROVIDING FOR FORM OF BALLOT; PROVIDING FOR PUBLICATIONS OF NOTICE OF ELECTION.

WHEREAS, the City Charter of the City of Inverness, Citrus County, Florida, provides for an election to be held on Tuesday in November, 2016, for the election of two City Council Seats.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That there shall be an election on Tuesday, November 8th, 2016, to elect two members of the City Council (Seats 2 & 4), for the City of Inverness.
2. "Early Voting" and "General" Election will be take place at the Inverness Government Center, 212 W. Main Street, Inverness for the general election (November 8th). "Early Voting" will be held Monday, October 24th – Saturday, November 5th, 2016; 7:00am – 7:00pm.
3. It is directed that a Notice of Election be published in a newspaper of general circulation in Citrus County, Florida, on October 4th, 2016 & October 18th, 2016, in accordance with the provisions of Section 4.05 (d) of the City Charter of the City of Inverness, Florida. Said Notice of Election will set forth the procedures to be followed in the election and will set the closing date of the official registration books.
4. The election shall be held at the City Government Center, 212 W. Main Street, Inverness, for the City Elections, and will be the official polling location for Federal, State, and local elections within the City of Inverness, designated by the Citrus County Supervisor of Elections, as noted on each resident's voter registration card.

Dated this ____ day of _____ 2016.

President of City Council
City of Inverness, Florida

ATTEST:

Deborah J. Davis, City Clerk
City of Inverness, Florida

Resolution calling ElectionNov2016

**AGREEMENT FOR SERVICES AND MATERIAL
FOR MUNICIPAL ELECTION**

Election Name: **CITY OF INVERNESS**

Election Date: **November 8, 2016**

Book Closing Date: October 11th, 2016

Qualifying Period: 12:00 Noon, Monday, August 8th, 2016 to
12:00 Noon, Friday, August 12, 2016

Logic & Accuracy Test: Friday, October 14th, 2016; Time: 8:30am

Poll Worker Training: As assigned by the SOE

Parties to Agreement: Citrus County Supervisor of Elections Office, (SOE)
City of Inverness (City)

1. Candidate qualifying is the responsibility of: Inverness City Clerk. Verification of signatures on qualifying petitions will be performed by SOE at a charge of .10 (ten) cents per signature petition, to be paid to the Supervisor of Elections by the candidate. Last day to submit petition for verification is by noon on July 11th, 2016. City is to remind qualifiers to get petitions in early or run the risk of not having enough signatures by deadline.
2. SOE will provide City access to the recommended materials for candidates and political committees. City to notify candidates and political committees of date and time for Logic and Accuracy test.
3. City responsible for Legal Advertisement per city ordinance.
4. SOE will design ballot for City approval and place order for printing.
5. Written approval of ballot proof from City of Inverness within 24 hours.
6. Date candidates for ballot and loyalty oaths due to SOE: After 12:00 Noon on Friday, August 12, 2016.
7. SOE will provide all materials and services for the General Election, i.e.: ballots, Absentee Ballots, and Early Voting staff for the General Election. Legal advertising of Sample Ballots, Logic and Accuracy Test, and Canvassing Board Schedule will be the responsibility of the SOE.

8. SOE to process absentee ballot requests and mail ballots.
9. SOE is responsible for the scheduling and training of all poll workers and elections day assignments.
10. The Inverness City Hall will be a polling place for the General Election.
11. The November 8th, 2016, General Election will be canvassed by the County Canvassing Board. .
12. The City shall pay the SOE an amount of \$2,000.00 for said services. The City would be financially responsible for payment if the city races require an extra ballot. The payment would be approximately \$.275 cents per ballot times the amount of City voters plus absentees and early votes.

Special Notes: _____

Signed:

Susan Gill, Supervisor of Elections

Date _____

Jacque Hepfer, Council President

Date _____

Deborah Davis, City Clerk

Date _____

Agenda Memorandum – *City of Inverness*

DATE: January 14th, 2016
ISSUE: City Council Meeting Venue Changes for 2016 Elections
FROM: City Clerk Davis
CC: City Manager DiGiovanni
ATTACHED: City Charter Provisions

Early Voting for Presidential Primary Elections, Primary, and General Elections is approaching. We have been coordinating with the Supervisor of Elections Office to schedule 2016 Early Voting and Elections. The Inverness Government Center is a well received location for this activity and accommodation of these activities creates a conflict with two (2) of the City Council meeting dates.

The Presidential Preference Election falls on the date a regular City Council Meeting (March 15th), however per City Charter, when election falls on a meeting date, the meeting will take place the following day, March 16th, in IGC Council Chambers. Early Voting for the General Election, in October/November takes place on the date of a regular council meeting (Tuesday, November 1st) and it will be necessary to relocate the meeting of November 1st to the Historic Courthouse or Valerie Theatre. The purpose of this memorandum is to accordingly recognize all meeting dates affected due to the 2016 Election schedule.

DATE	TIME	LOCATION
*Wednesday, March 16 th , 2016	5:30 PM	Inverness Government Center
Tuesday, November 1 st , 2016	5:30 PM	Historic Courthouse 2 nd Floor or Valerie Theatre

*Reflects action mandated by City Charter
November 1st, was affected by accommodating Early Voting

Recommended Action-

To accommodate Early Voting in the Inverness Government Center, City Council is asked to motion, and second and vote to move the Council Meeting date of November 1st, 2016, to the second floor of the Historic Courthouse or the Valerie Theatre at 5:30pm.

Thank you,



Deborah J. Davis
City Clerk

Councilmeetinrelocation2016