

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
February 2, 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**

- 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)
 - a) Employee Recognitions

- 6) PRE-SCHEDULED PUBLIC APPEARANCES**

- 7) MAYOR'S LOCAL ACHIEVEMENT AWARDS**

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8) CITY ATTORNEY REPORT

9) CONSENT AGENDA

- 4 - 5 a) Bill Listing *
- Recommendation - Approval*
- 6 - 10 b) Council Minutes - 01/19/16*
- Recommendation - Approval*
- 11 - 12 c) Proclamation- Engineers Week"*
- Recommendation - Approval*

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

- 13 - 16 a) Inverness Events and Visitor Bureau (IEVB) - Visit Florida's Grant
Program*
- 17 - 21 b) Sweetwater Pointe Assessment Program Engineering Services*
- 22 - 38 c) Financial Consultant*
- 39 - 47 d) Impact Fees - Interlocal Agreement*
- 48 - 58 e) Interlocal Agreement - Fire Service (Mutual Aid)*
- f) Other

11) COUNCIL/MAYOR SUBJECTS

12) NON-SCHEDULED PUBLIC COMMENT

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

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
February 2, 2016 - 5:30 PM**

13) ADJOURNMENT

a)

DATES TO REMEMBER

Inverness City Council Regular Meeting
Tuesday, February 16th, 2016 at 5:30pm
Inverness Government Center



01/28/2016 08:16
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		56.03
			TOTALS FOR STEPHEN E FINEGAN JR		400.00
			TOTALS FOR ALLEN , NORTON & BLUE PA		500.00
			TOTALS FOR AUTOZONE		47.88
			TOTALS FOR EMBARQ FLORIDA, INC		1,363.88
			TOTALS FOR CIT TECHNOLOGY FINANCIAL SERVICES		425.00
			TOTALS FOR CITRUS COUNTY BOARD OF COMMISSIONER		61,989.43
			TOTALS FOR CITRUS SOD INC		2,308.50
			TOTALS FOR DUKE ENERGY		15,328.02
			TOTALS FOR FL LMSC		141.00
			TOTALS FOR FLORIDA SWIMMING INC		768.00
			TOTALS FOR FLORIDA UNEMPLOYMENT COMPENSATION		55.00
			TOTALS FOR POPE, HELEN A.		630.00
			TOTALS FOR SUMMER JOHNSON		55.00
			TOTALS FOR MANN-ICURE LAWN SERVICE AND LANDSCAPING		3,555.33
			TOTALS FOR MIKE SCOTT PLUMBING		585.00
			TOTALS FOR MUNIS		1,932.90
			TOTALS FOR NAPA OF INVERNESS		139.24
			TOTALS FOR NATIONWIDE RETIREMENT SOLUTIONS		1,604.36
			TOTALS FOR OFFICE DEPOT INC		171.81
			TOTALS FOR PIGEON-ROBERTS & ASSOCIATES, LLC		2,849.00
			TOTALS FOR PUBLIC EMPLOYEES UNION		25.66
			TOTALS FOR QUADMED, INC.		4,202.00
			TOTALS FOR REP SERVICES INC		410.32
			TOTALS FOR SAND/LAND OF FL ENTERPRISE INC		400.00
			TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC		2,509.00



01/28/2016 08:16
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 2
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 01/31/16
			TOTALS FOR SUNTRUST BANK		181.04
			TOTALS FOR TRI-CO COMMUNICATIONS, INC.		479.92
			TOTALS FOR UNIFIRST CORPORATION		68.94
			TOTALS FOR WASTE MANAGEMENT OF CENTRAL FL		48,189.19
			TOTALS FOR WOODARD & CURRAN, INC		109,400.14
			REPORT TOTALS		257,685.21

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

January 19th, 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
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, Interim Public Works Director McCulloch, Fire Chief Campfield, Deputy Clerk Jackson, and City Clerk Davis.

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

ACCEPTANCE OF AGENDA

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

PUBLIC HEARINGS

None

OPEN PUBLIC MEETING

None

SCHEDULED APPEARANCES

None

MAYOR'S LOCAL ACHIEVEMENT AWARDS

None

CITY ATTORNEY REPORT

Advised that he had received an e-mail from County Attorney Lyn, which indicated the Land Exchange will be before the County Commission on January 26th., 2016, and back to us soon thereafter.

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 01/05/16
 - Recommendation – Approval

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

CITY MANAGER'S REPORT

10)a) Institute of Elected Municipal Officials (IEMO) Recognitions were presented by City Manager DiGiovanni to Councilwoman Linda Bega and Councilman David Ryan for completing the advanced course of the Institute of Elected Municipal Officials by Florida League of Cities. Every member of the current Council has completed the advanced course.

10)b) Land Lease Renewal - Pleasant Grove Road was addressed by City Manager DiGiovanni, who advised that this property is located at the 581 Water Plant and Ground Storage Tank, and bordered by Pleasant Grove Elementary School. The city has leased undeveloped property on 581 to Charles Dean for many years, to use primarily for grazing cattle. He noted how the lessee (tenant) is to maintain fencing and generally work the property which removes the expense from City Government. The city does not have an immediate or foreseeable need for this property and the agreement remains beneficial to both parties.

Councilman McBride motioned to accept the 2016 Lease Renewal between Charles Dean and the City of Inverness for use of the identified available City property, and authorize the Council President execute the document. Seconded by Councilwoman Bega. The motion carried unanimously.

10)b) Fire Fighter Grant was addressed regarding a grant submittal involving normal purchases for launching the Inverness Fire Dept. and how those purchases can be reimbursed back to City government through the grant. He spoke of the submittal and that it involves a Class A Pumper for approx. \$198,000, which will not be immediately purchased. A point of the grant is to offset existing expenditures now in the appropriated budget for the Fire Dept. No action by City Council is necessary, but wanted to keep everyone informed. City Manager stated that we are in a good position to receive this as we are submitting for the first time as a start-up entity.

10)c) Memo of Understanding (MOU) – EMS was addressed. City Manager DiGiovanni explained that Statutory requirement partly govern and mandate that the City maintain a Memorandum of Understanding with an Emergency Medical Service (EMS) provider, operating within the City's jurisdiction. He spoke to a longstanding cooperative relationship with Nature Coast EMS (NCEMS). The agreement fulfills that statutory obligation and 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.

Councilman McBride questioned what the MOU is based on. City Manager stated that Nature Coast EMS has entered into the same agreement with Citrus County, and Chief Campfield had a similar document he previously used.

Councilman Hinkle motioned to move forward with the MOU with NCEMS and authorize the Council President to execute the document. Seconded by Councilman Ryan. The motion carried unanimously.

10)e) Supervisor of Elections Agreement & Election Resolution was addressed by City Manager DiGiovanni with regard to the City Charter and Council adoption of a resolution recognizing a forthcoming election. An inter-agency agreement is included in this item to manage and conduct the election for the City of Inverness. A Resolution is also included per City Charter, 4.05(a) Schedule and Notice of Election, called for the Election, setting the dates, and designation of seats.

Councilman Ryan motioned to read the Resolution 2016-01 by title only, calling for the November 8th, 2016 City Election. Seconded by Councilman Hinkle. The motion carried

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.

Councilwoman Bega motioned to adopt Resolution 2016-01, by roll call vote. Seconded by Councilman Ryan. Roll call vote was as follows: Councilwoman Bega, yes; Councilman McBride, yes; Councilman Hinkle, yes; Councilman Ryan, yes; President Heffer, yes. The motion carried.

Councilwoman Bega motioned to authorize the enclosed Inter-Agency Agreement between the City of Inverness and the Citrus County Supervisor of Elections for serviced for the November 8th, 2016 Election. Seconded by Councilman Hinkle. The motion carried unanimously.

10)f) Council Meeting Venue Change – Elections/Early Voting-City Manager DiGiovanni explained that due to Early Voting & Elections for the Presidential Primary, Primary, and General Elections, the City Council Chambers will be occupied, and we will not have access for the Council meetings which falls on Tuesday, March 15th (Presidential Primary Election Day) & November 1st, 2016,(Early Voting).

The Presidential Primary Election Day (Tuesday, March 15th, 2016), will prevent the City from conducting our regularly scheduled meeting, but per City Charter, the meeting will be held the following day, Wednesday, March 16th @ 5:30pm, in the Council Chambers, and requires no action by Council. Early Voting will occupy the Council Chambers on November 1st, 2016 (and all week), and we will conduct this meeting in another location; i.e. the Historic Courthouse or the Valerie Theatre.

Councilwoman Bega motioned 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. Seconded by Councilman Hinkle. The motion carried unanimously.

City Manager DiGiovanni additionally reported on the following:

Kudos to Fire Chief Joe Campfield, Eric Williams, Scott McCullough and Public Works in their efforts regarding the Fire Department. We have hired Firefighters and there are also volunteers coming forward. He noted that the Fire Engines will be out front for viewing after the meeting. There are steps needed to be taken for change and things are being done a level which make the community proud.

As the County has been moving out and the City moving in, a mold infestation has been discovered on the second floor of the Inverness Fire Station, which is something not to be ignored. Waiting to hear the Citrus County Fire Chief as to what their reclamation program will be. Caution must be used before introducing new staff into this environment. This may interfere with our ability to get in by the end of month. Council President Hepfer commented on how harmful mold is and we will do what is needed. There was discussion that the County would be responsible for this issue as they have been in the building for many years.

There has been no payment from the County on the tax amount due to the CRA to date. Notification was made to County regarding payment and penalties are prescribed by State Statute.

He referenced today's Chronicle and the article of Senator Dean's last year in office, with one of his major initiatives being volunteer fireman credentials and certifications in rural parts of the state. Volunteerism is what make for a community rich in virtue and should be promoted. County government has taken steps to be involved in the effort as well.

4 Cities Tourism program was launched a couple of weeks ago regarding the value and potential of the program. People in marketing, restaurants, bicycling, etc. are excited, and over the next six month things will begin to take shape.

CGI in Rochester, NY deliberation is moving forward to bring video marketing to the City website. Community marketing is a positive thing, though more work will be involved than we first thought.

Impact Fees meeting called by County Government was a positive meeting with a different approach addressed that the City of Inverness, Crystal River and the County join together with an understanding as to how the impact fees would be used.

Inverness Rotary was addressed at a prior meeting and spoke of the great support by the Rotarians of the City with both labor and monetarily.

COUNCIL/MAYOR SUBJECTS

Mayor Plaisted spoke to all of the exciting things happening here. Mayor asked if we will have a bell or horn at the Inverness Fire Department signaling an emergency. City Manager noted there is not an immediate plan, but can be looked into. He spoke of Ft. Cooper's DAR event on January 30, the Swing Band at the Valerie and Zephyr Street.

Councilman McBride stated the MLK walk was very well attended and probably the biggest crowd yet. Dave Ryan filled in for Mayor and did great job. He spoke of today's MPO meeting and the financial benefit of trails. MPO Director could possibly come to make a presentation on that. He noted a presentation of the cost of repairs on the trail of about 46 miles, with a total cost of about \$8M. Some segments are more needy than others, and Mr. Dix could make that presentation as well. The trail is important for entire region. Andy Houston, new councilman for Crystal River was appointed to the MPO.

Councilwoman Bega spoke to the TDC and the City of Crystal River purchasing property at the entrance to 3 Sisters Springs. A video was made recently for German tourists and members of the TDC will go to Berlin to market the area. Publicly thanked Senator Dean regarding his focus on the training for Fireman and volunteers.

Councilman Hinkle announced an upcoming meeting of the Citrus County Community Charitable Foundation. He actually saw a fire in Inverness on a light pole. He spoke to the 50 years he has enjoyed living in Inverness. Councilman commended Commissioner Carnahan for his involvement working together with the City.

Councilman Ryan was honored to do the presentation at the MLK Walk and thanked staff for the preparation for him. He spoke of the free events put on by the City. Rotary efforts are beneficial to the City, and helped the Boys & Girls Club last weekend, and is always nice to have volunteers.

Mayor Plaisted announced this Friday, January 22 is the 43rd anniversary of Rowe vs. Wade where he will be MC and his wife will be the keynote speaker.

Council President Hepfer was sorry to miss the last meeting due to a medical procedure, and sorry to have missed MLK walk also. She spoke of the early talks about the Fire Department and it would be a disservice for her not to jump on board and support this for the best of the residents. As council president, she will represent the City at the Community Elected Leadership Summit on January 28th.

CITIZENS NOT ON AGENDA

Tom Wolfe stated we do have a siren, which was taken off of the water tower before it was removed.

Meeting Adjourned at 6:14pm.

City Clerk

Council President

CITY OF INVERNESS

January 29, 2016

MEMO

TO: Elected Officials
FROM: City Clerk
SUBJECT: Authorization for Proclamation Issuance
“Engineers Week”
CC: City Manager
Enclosures: Draft Proclamation

Enclosed is a Proclamation for the Inverness City Council to consider and authorize issuance of such in recognizing the week of February 21st through 27th, 2016, as

“Engineers 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

WHEREAS, National Engineers Week, founded in 1951 by the National Society of Professional Engineers, is always celebrated at the time of George Washington's birthday in February because our first president was a military engineer; and

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and

WHEREAS, Engineers face the major technological challenges of our time – from rebuilding towns devastated by natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future; and

WHEREAS, Engineers are encouraging our young math and science students to realize the practical power of their knowledge; and

WHEREAS, We will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century; and

WHEREAS, Above all else in the practice of their profession, engineers hold paramount the health, safety, and welfare of all persons; and

WHEREAS, National Engineers Week promotes recognition among parents, teachers, and students of the importance of a technical education and a high level of math, science, and technology literacy, and motivates youth to pursue engineering careers in order to provide a diverse and vigorous engineering workforce; and

WHEREAS, the theme of National Engineers Week in 2016 is **“Let's Make a Difference”**.

NOW THEREFORE, I, Bob Plaisted, Mayor of the City of Inverness, Florida, do hereby proclaim **February 21 - 27, 2016**, as

“ENGINEERS WEEK”

ATTEST:

Bob Plaisted, Mayor
City Council of Inverness

Deborah Davis, City Clerk

Agenda Memorandum – *City of Inverness*

DATE: January 29, 2016
ISSUE: Visit Florida Grant Program
FROM: City Manager
CC: City Clerk & Finance Director
ATTACHED: Grant Application Information

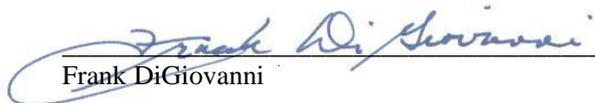
We are preparing a submittal for the 50/50 match grant through Visit Florida. The purpose and use of awarded funding will be to promote the Cultural, Heritage, Rural and Nature (CHRN) Marketing Program grant opportunity, or known as the Phosphate Trail Marketing Campaign.

This represents a four community initiative that spans three counties and directly touches Dunnellon, Inverness, Floral City and Brooksville. The marketing program will identify and highlight tourism advantages of Florida's cultural, heritage, rural and nature driven tourism products (cycling, kayaking, birding, fishing, etc.). The goal is to achieve professionally branded brochures and website for the period of July 1, 2016 through June 15, 2017.

Inverness leads this initiative. If awarded, the \$10,000 grant is a combination of Visit Florida and City funds at \$5,000 each. This is an attractive program and an effective means to build relations with Visit Florida and the communities involved. A program criterion directly ties to multiple partners across multiple counties to work together to promote tourism, which we have achieved. It is open to only Visit Florida partners, and the City joined Visit Florida in late 2015.

Recommended Action –

Please motion, second and vote to support the submittal to secure funding through the Visit Florida Grant Program.


Frank DiGiovanni

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



Cultural, Heritage, Rural and Nature Marketing Grant Program Guidelines

VISIT FLORIDA administers the Cultural, Heritage, Rural and Nature Marketing Grant program (CHRN-Marketing) to publicize the tourism advantages of Florida's cultural, heritage, rural, and nature tourism products. The CHRN-Marketing Grant program is a reimbursement grant program. The application period for this grant begins on December 17, 2015 and ends on February 8, 2016.

Allocation

Each grant awarded under the program shall be limited to no more than \$5,000 and must be matched by non-state dollars. This is a dollar for dollar matching grant. However, the matching requirement for counties with no local tourist option tax is reduced to 50% match by non-state dollars for those rural counties. VISIT FLORIDA will award funds once proof of expenditure and performance has been provided for the project/program. All project/program expenditures must be completed during the period of July 1, 2016 through June 15, 2017. VISIT FLORIDA will not reimburse any expenditure prior to July 1, 2016.

Eligibility

To receive an award under the CHRN-Marketing Grant program, the applicant must be and provide proof that they are either a public entity governed by a county, municipality, school district, community college, college, university or an agency of state government, or a not-for-profit, (501(C)3 or 501(C)6) tax exempt Florida corporation. The applicant must be a current VISIT FLORIDA Partner.

For-profit companies are ineligible to be the lead applicant for the Cultural Heritage, Rural and Nature Marketing Grants program.

Applicants should consider involving at least one or more counties or VISIT FLORIDA partners.

Grant funds should be used for marketing purposes to promote tourism advantages of the State of Florida cultural, heritage, rural, and nature tourism products through advertising (print, broadcast, digital, social media or out of home), direct mail, brochure production, website development, as well as other related projects. Marketing efforts cannot include VISIT FLORIDA opportunities, i.e. Welcome Center brochure distribution or VISIT FLORIDA produced publications.

All marketing efforts must include the VISIT FLORIDA Grant Logo in compliance with the brand guidelines. The VISIT FLORIDA Grant Logo Guidelines can be found at www.VISITFLORIDA.org/grants in the Grants Toolkit.



No applicant may be considered for or receive more than one CHRN-Marketing Grant per year.

No applicant may use any other VISIT FLORIDA grant funds, for the same project or as matching funds. Dollar-for-dollar match and/or in-kind goods or services must be demonstrated. Staff salaries are not eligible towards matching funds. In-kind goods or services must be provided by third party entities.

Should you have any questions, please contact us at grants@VISITFLORIDA.org.

Grant applications will be evaluated by a Review Committee comprised of tourism professionals and approved by VISIT FLORIDA's CEO and reported to the VISIT FLORIDA CHRN Committee and VISIT FLORIDA Board of Directors.

Grantees awarded grant funds will receive a Letter of Agreement, which must be signed and returned to VISIT FLORIDA before the grant is activated.

Grant Submission and Selection Criteria

No applicant may use any other VISIT FLORIDA grant funds for the same project, or as matching funds. Dollar-for-dollar match must be demonstrated, if required. For every VISIT FLORIDA dollar in the requested program, you must provide one dollar from your organization and/or other non-state entity(ies) to put towards the program in order to meet the dollar-for-dollar match.

Applicants must demonstrate that the program will directly or indirectly contribute to the promotion of tourism advantages within the State of Florida. All Grant application submissions must:

1. Provide proof of organization designation.
2. Describe project or program in which grant funding is requested.
3. Describe economic impact on the community.
4. Detail marketing strategy.
5. Identify if program is an extension to a previous program.
6. Include implementation plan and budget.
7. Demonstrate a need for advertising assistance. (i.e. Will this project/program happen without these grant funds?)

Requirements for Reimbursement

1. Grant reimbursement requests must be forwarded to VISIT FLORIDA at grants@VISITFLORIDA.org within 60 days after the completion of the event/project.
2. All project costs must be paid in full. Copies of paid invoices and proof of payment must accompany the grant reimbursement request. Proof of

Cultural Heritage Rural Nature Grant Program



VISITFLORIDA The Official Tourism Marketing Corporation for the State of Florida

- payment must include copy of the invoices and a) copies of bank-issued cancelled checks b) credit card receipts with credit card statement.
3. If matching funds are from sources other than the applicant then provide the source and the amount of the funds. A letter from the organization providing the funding assistance and proof of payment.
 4. If goods or services are donated to grantee by a third party entity, the in-kind good or service must be documented by providing a detailed breakdown using one of the following options:
 - a. Invoice from in-kind provider marked "Donated Services".
 - b. Letter from in-kind provider explaining the donation in detail.
 - c. Completed in-kind donation form provided by VISIT FLORIDA from provider. The form can be found at www.VISITFLORIDA.org/grants in the Grant Toolkit.
 5. Each applicant must provide post marketing plan and proof of performance for marketing elements outlined in the marketing plan. Proof of performance would include copies of advertising elements (print, broadcast, digital, out of home and social media) displaying the VISIT FLORIDA logo/tagline and any analytical reporting received, such as impressions, click throughs, or distribution.
 6. Grantee must be Partner with VISIT FLORIDA.

Agenda Memorandum – *City of Inverness*

January 28, 2016

TO: Elected Officials
FROM: City Manager (Prepared by Eric Williams)
SUBJECT: Sweetwater Pointe Water Project – H&B Consulting Engineers, Inc. Services Agreement
CC: City Clerk & Finance Director
Enclosure: H&B Consulting Engineers, Inc. - Services Agreement

Staff has been engaged in moving forward with the necessary diligence to bring forward the Sweetwater Pointe assessment for the provision of potable water. City Council will need to pass a Resolution ratifying the assessment roll for the project. In order to accomplish these provisions, engineering services will be required to meet state mandated guidelines of assessment roll certification.

Enclosed is a contract and scope of services to provide the required engineering services. H&B Consulting Engineers, Incorporated, was responsible for developing the initial cost estimated proffered to the residents in the county balloting process. The contract outlines a cost base of \$24,250 for the required general engineering services to commence and accomplish the project.

If approved, work will commence expeditiously to complete the certified assessment roll for inclusion in the aforementioned resolution to come before council.

Recommended Action –

It is recommended that Council motion, second, and vote to move approve the contract for Engineering Services with H&B Consulting Engineers, Inc. and authorize the Council President to execute the document.

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


Frank DiGiovanni

H&B

CONSULTING ENGINEERS, INC.

January 27, 2016

Mr. Eric Williams
Assistant City Manager
City of Inverness
212 W. Main Street
Inverness, FL 34450

Re: Proposal for Engineering Services
Sweetwater Point – Water Main Extension
Inverness, Florida

Dear Mr. Williams:

As per your request, H&B Consulting Engineers, Inc., is pleased to have this opportunity to submit our proposal to the City of Inverness (**client**) to provide professional civil engineering services for engineering design and permitting for the above referenced project.

SCOPE OF DESIGN SERVICES

H&B proposes to provide specific design and permitting services for the proposed water line addition for the Sweetwater Point subdivision as identified and described in our 'Scope of Services' described as follows:

Specific design services to include Engineering drawings, design, specifications, permit applications, and followed by construction phase services for the said water line addition.

The proposed water line is to connect to the existing 10 inch water line on E Sandpiper Drive and consist of an 8 inch line proceeding south to E Sweetwater Drive and then proceeds east and west along E Sweetwater Drive and connecting streets with a combination of 6 inch and 4 inch water lines. Fire hydrants are to be included at specific locations along E Sweetwater Drive.

PROFESSIONAL ENGINEERING FEES

Professional engineering fees for H&B Consulting Engineers, Inc. for the specific design & permitting tasks identified herein shall be on a lump sum basis. Fees were developed on the anticipated time to complete the identified design and/or permitting tasks and are based on the man-hour rates shown on the attached Exhibit 'A'.

H&B's professional design fee is estimated at \$24,250.00 as shown and described herein. Total project cost are summarized as follows:

H&B Consulting Engineers, Inc.		
Design	\$18,000.00	
Permitting	<u>\$1,250.00</u>	
Sub-Total	\$19,250.00	\$19,250.00
Construction Phase Services Inspections (hourly-estimate)	\$5,000.00	\$5,000.00
Total Estimated Project Engineering Cost		\$24,250.00

H&B Consulting Engineers, Inc. / P. O. Box 520 / 218 N. Florida Street, Ste 3 / Bushnell FL 33513 / 352.793.2113

ADDITIONAL SERVICES

Any additional work requested and specifically authorized, in writing, by the City of Inverness shall be provided and invoiced on a time and materials basis at the man-hour rates listed on our attached Exhibit 'A'.

NOT INCLUDED SERVICES

H&B's proposed services do not include any landscape design or irrigation design services. In addition, our services do not include: surveying, geotechnical engineering or environmental engineering.

These services and any other services desired may be provided by H&B if required and/or specifically requested. However, a separate agreement and cost proposal for these additional services will be required.

Any and all permit application fees are excluded in this proposal and shall be the responsibility of the City.

SCHEDULE

H&B is prepared to begin work immediately and proceed in such a manner as to provide final design and permit applications within 90 days.

H&B assumes that you intend to pursue this project in a timely manner and necessary design data and client input shall be made available as needed. Our fee estimates and schedule are based on that assumption. Any delay in receiving design data, client input, or information from sub-consultants may result in fee increase and/or schedule revisions.

TERMINATION OF CONTRACT

It is agreed that either the Client or the Consultant may cancel or terminate this Agreement at any time by giving seven (7) days written notice, Certified Mail, Return Receipt Requested, to the other party.

Upon cancellation, abandonment or suspension of this project by the Client prior to completion of services performed, Client agrees to pay Consultant for all work accomplished to the date of cancellation.

LIMIT OF LIABILITY

The limit of liability of Consultant to Client, for any cause or combination of causes, shall be the amount of the Certificate of Insurance.

INVOICING

H&B will invoice for services performed on a percent complete or hourly cost basis on a once a month schedule. Expenses will be invoiced on a monthly basis as they occur throughout the project. Our monthly invoices are due and payable within 14 days of receipt.

ACCEPTANCE

Your concurrence with and acceptance of this proposal shall be designated by the return of an executed copy of this proposal. This executed proposal will constitute a contract between us and also serve as a "Notice to Proceed".

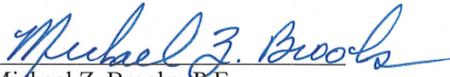
We are looking forward to working with the City on this important project. Please contact us if you have any questions or require additional information.

Respectfully,



Michael Z. Brooks, P.E.
President
H&B Consulting Engineers, Inc.

H&B Consulting Engineers, Inc.



Michael Z. Brooks, P.E.
President

ATTEST:



Christina K. Henderson

City of Inverness

ATTEST:

Jacquie Hepfer
Council President

Deborah J. Davis
City Clerk

THE TERMS OF THE ABOVE CONTRACT EXPIRE IN THIRTY (30) DAYS IF NOT EXECUTED WITHIN THAT TIME.

15-432.dm.012716

H&B Consulting Engineers, Inc. / P. O. Box 520 / 218 N. Florida Street, Ste 3 / Bushnell FL 33513 / 352.793.2113

H&B Consulting Engineers, Inc.

HOURLY RATE COMPENSATION
SWEETWATER POINT WATER LINE PROJECT

Hourly Rate Compensation:

Compensation for services shall be billed on an hourly basis, at the following rates:

Registered Professional Engineer	\$110.00
Senior Design/Engineering Technician	\$75.00
Construction Inspector	\$65.00
CADD Specialist	\$65.00
Clerical	\$40.00

Reimbursable Expenses:

Reimbursable expenses include reasonable expenses by the Consultant(s) in performing the Professional Services, such as stakes, prints, special delivery, and miscellaneous items. These expenses will be billed at cost, plus an administrative charge of 5%.

Transportation in connection with the project will be billed at \$0.55 (55 cents) per mile, subject to change based on IRS rate.

Blueprints: 24" x 36" sheets, \$9.00 each
24" x 36" – E (20+plots/copies), \$2.00 each

Xerox Copies : Letter - \$1.00; Legal - \$2.00; Ledger - \$3.50

Electronic Data or preparation of CD: \$20.00

Agenda Memorandum – *City of Inverness*

DATE: January 29, 2016
ISSUE: Financial Advisor Agreement
FROM: City Manager
CC: City Clerk & Finance Director
ATTACHED: Memo by Sheri Chiodo
Financial Advisor Agreement

We have used the services of a financial advisor when funding (borrowing) for the Waste Water Treatment Plant and Reclamation Facility, City Hall, and lessor projects that totaled more were in the millions. The expanded Community Redevelopment District (CRA) brings forward the need to planning and project materialization. To achieve both requires capital.

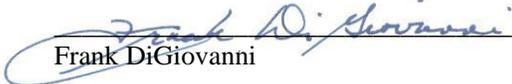
Importantly, we must note that County Government has not made payment in a sufficient manner. That alone is troubling; leads to more cost and action, and yet is consistent with what was experienced in the process to officially expand the area. Those steps and action were extremely costly to the CRA reaching around \$80,000.00.

To address the anomaly of a high cost of development and insufficient payment by the County, (lack of payment penalties are applicable and due), are items we would be remiss to ignore. The purpose of a Financial Advisor is to timely and fully provide an analytical make up in the event the CRA Board, with approval of City Council, options to borrow funding to bring forward capital for project development. Repayment of bonds would be made from CRA Tax Increment Financing (TIF) collections. Why consider a debt service issue? The longer we wait to make improvements, the longer the local economy will sputter. The goal is to plan, build and create a dynamic that leads to further investment, jobs, and prosperity.

The enclosed proposal has been fully reviewed by staff and legal counsel. The cost is \$1,000 per quarter, which is by no means costly, but represents a fiscally responsible measure. Expert guidance will be available when deemed necessary to lead the City through the necessary steps to confidently enter a bond issue or local borrowing.

Recommended Action –

Please motion, second and vote to authorize the City Manager execute the Agreement with Larson Consulting Services for Financial Analysis Services.



Frank DiGiovanni

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

FINANCE DEPARTMENT



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

Memorandum

To: Frank DiGiovanni, City Manager

From: Sheri Chiodo, Director of Finance

CC: Debbie Davis, City Clerk

Date: January 26, 2016

Reference: Financial Advisor Consulting Services Agreement

The Inverness Community Redevelopment Agency and the City of Inverness are entering into a new stage in terms of capital projects relating to the expanded community redevelopment area and continued improvements and expansions in the City's utility system. These projects include the Lakefront Improvement Project, Godowski Property Development, and the WPP Campground Facility. Due to the complexity and costs of the projects the capital improvement budget was structured with a debt issuance between fiscal years 2016 – 2018. The debt instrument to fund these projects may either be a bond issue or a structured bank financing in the amount of \$3,000,000.

The City's continued growth in existing service levels and expanding new services and projects will require more advanced financing transactions such as bond issues, public/private partnerships, and lease financing mechanisms. The Government Finance Officers Association (GFOA) recommends best practices for state and local governments. In the area of debt administration, the GFOA recommendation is as follows:

“State and local governments employ financial advisors to assist in the structuring and issuance of bonds whether through a competitive or a negotiated sales process. Unless the issuer has sufficient in-house expertise and access to market information, it should hire an outside financial advisor prior to undertaking a debt financing. A financial advisor represents the issuer, and only the issuer, in the sale of bonds. Issuers should assure themselves that the selected financial advisor has the necessary expertise to assist the issuer in selecting other finance professionals, planning the bond sale, and successfully selling and closing the bonds. In considering the roles of the financial advisor and underwriter, it is the intent of the Recommended Practice to set a higher standard than is required under MSRB Rule G-23 because disclosure and consent are not sufficient to cure the inherent conflict of interest.

Given the City's upcoming needs due to the progress made in the City and the changes in the City's financial situation, including the addition of the 2013 CRA funding, it is deemed advisable to procure financial advisor services specifically tailored to the anticipated needs of the City for the next five years.

Larson Consulting Services has worked diligently with the City over the past year to restructure the City's investment portfolio through the Florida Safe Investment Pool. The City has had a successful relationship with Mr. Larson and his staff and would like to extend these services to include Financial Advisor services. Larson Consulting Services, LLC, is an Orlando, Florida-based full service financial advisory and consulting firm. As an SEC regulated independent financial advisory firm, Larson Consulting offers integrated financial advisory, project management support, economic development, consulting, project finance, and investment support services. The Larson Consulting team provides expertise in local government specific specialties including, but not limited to, multi-family housing, infrastructure and redevelopment finance, economic development, debt refunding and restructurings, project financings, state and federal funding assistance, utility acquisitions, land assemblage, special districts and financial advisory services.

Lawson Consulting Services currently serves as Financial Advisor for the following governmental entities:

- City of Tamarac
- City of Mount Dora
- City of Venice
- City of St Pete Beach
- City of Treasure Island
- City of Groveland
- Dixie County
- Sculptor Charter School
- Florida Development Finance Corporation (Conduit Issuer for Enterprise Florida, State of Florida)- includes Various bond issues ie. Palm Bay Academy; State validated PACE program up to \$2 billion ; All Aboard Florida Passenger Rail (\$1.75 Billion)
- St Augustine Airport

The contract for services will include debt issuances as well as providing financing plans for a number of potential City capital projects, reviewing a number of potential economic and redevelopment initiatives, provide general government financial, capital planning, budget, banking services review, project analysis, investments support, financing, and refunding support serves as needed and required by the City.

The initial scope of the agreement in the first year will be to develop a historical financial summary of the General Fund and Community Redevelopment Agency and an initial debt affordability review for the initial proposed General Fund and CRA projects. The second scope of the agreement in year one is to complete a comparable historical financial summary and debt affordability review for the City's Water and Wastewater Utility Enterprise.

The contract includes a retainer fee of \$1,000/quarter (\$4,000/year) to cover services related to investment, banking, and other advisory services as required by the City. The initial term of the agreement is for a five year period with the option to cancel the agreement with a written 90 day notice by either party.

Financial Impact

Year 1

Historical financial summary of the General Fund and CRA -	\$7,500
Historical financial summary of the Utility Funds -	\$7,500
Quarterly Retainer (February – September) -	<u>\$2,667</u>

Total Year One Expenditure \$17,667 (excluding debt closing costs)

Year 2 – 5 – Quarterly Retainer (\$4,000)

If the City were to issue Bonds with a par amount of \$5,000,000 the service costs would be \$8,750 payable at the time of the bond closing.

Sufficient funds are available in the General Government Professional Services for the Fiscal Year 2016 start-up costs and retainer fees proposed in the contract.

The City Attorney has reviewed the contract and all recommended changes have been incorporated into the proposed contract.

Request is made to retain the services of the Financial Advisor and to authorize the City Manager to execute the agreement with Lawson Consulting Services.

**AGREEMENT BETWEEN
THE CITY OF INVERNESS, FLORIDA
AND LARSON CONSULTING SERVICES**

THIS AGREEMENT made and entered into this 2nd day of February 2016 by and between the City of Inverness, Florida, a municipal corporation of the State of Florida (herein called the "City") and Larson Consulting Services, LLC (herein called the "Financial Advisor" or "Larson Consulting"), is referred to as the Financial Advisor Agreement.

WITNESSETH:

WHEREAS, the City has determined that it was in its best interest to retain an independent Financial Advisor to advise the City and its Management Team with respect to (i) developing Finance Plan(s) for a number of potential City capital projects, (ii) reviewing a number of potential economic development and redevelopment initiatives, and (iii) providing other general government financial, capital planning, budget, banking services review, project analysis, investments support, financing, and refunding support services, all as needed and requested by the City; and

WHEREAS, the Financial Advisor, an independent Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB") registered Financial Advisor and its Principal Contact Officer, are well qualified by experience and capability of performing such financial advisory, consultancy, investments support, and project advisory services for comparable Florida cities and other Florida municipal clients, per Government Finance Officers Association ("GFOA") and Florida Government Finance Officer's Association ("FGFOA") standards, since 1992 and across the Country since 1982; and

NOW THEREFORE, the City and the Financial Advisor, and in consideration of the services and responsibilities contained herein, agree as follows:

A. TERM OF AGREEMENT:

The term of this Agreement commences the date of acceptance and continues for five (5) years, and unless canceled by either party, renews thereafter on an annual basis.

B. SERVICES PROVIDED BY THE FINANCIAL ADVISOR:

The services, as requested by the City, to be performed by the Financial Advisor on behalf of the City related to investments support shall include those financial consultancy services covered under this Section B.1.. Other financial, consulting, project finance and PPP development support services are covered in Section B.2.. Traditional financial advisory services related to financings or refundings are covered under Section B.3..

B.1. FINANCIAL AND INVESTMENTS SUPPORT SERVICES

1. "Financial and Investments Support Services" will include, but not be limited to, as requested by the City's Finance Director, the assistance to Finance Staff with (a) following a review of the current Investment Policy, Investment Portfolio, Banking Services Agreement and current banking services agreement, a diversification effort of the existing City investments, (which exclude any Pension or Trust held assets), and (b) the evaluation of ways to improve interest earnings. This work effort will be governed per the City's Investment Policy, as amended, Florida Statutes, and current FGFOA and GFOA standards. The Investment portfolio should be diversified, "suitable" to the City's policies and Investment Policy's primary objectives of safety, liquidity, and then yield.

In order to keep fees to a minimum as set forth in Section C.1., the City agrees to provide information that is readily available to Larson Consulting, and provide ready access to its Finance Director and City Manager as needed. The City Manager is the investment officer for the City but may delegate certain aspects of the day to day administration as part of the City's internal controls. The Primary Contact Officer for the City will be the Finance Director, who will remain as the City's "Investment Officer" per Florida Statutes and its Investment Policy.

B.2. FINANCIAL ADVISOR'S GENERAL SERVICES

The Financial Advisor agrees to also make available, as requested by the City's City Manager or Finance Director, a number of general financial advisory, economic development, redevelopment, public private partnerships, capital planning, project finance, feasibility, and consultancy services, and any other services as directed or requested by the City.

These general financial consulting and advisory services per Sections B.2, if not covered by the quarterly retainer in Section C.1., will be compensated to the Financial Advisor by a specific City approved Scope of Services. Each Scope of Services will provide, as a minimum, a mutually agreed upon (i) description of work assignment and City objectives, (ii) the projected timeframe for project completion, and work product to be provided by the Financial Advisor, as needed, and (iii) a capped and not to exceed level of out of pocket expenses, and a fee based on either a negotiated flat fee or capped level and billed per the hourly fees in Section C.2.

B.3. FINANCINGS, REFUNDINGS AND LEASE FINANCINGS:

If bonds, notes, bank debt, capital leases or other debt instruments or leases ("Obligations") are sold and delivered by the City, the Financial Advisor shall perform, but will not be limited to performing, the following services:

1. Advise and assist the City in structuring bond, capital lease, bank debt, or private placements, financings or refunding in accordance with the City's financing needs, refunding objectives, or capital improvement program. The Financial Advisor will also assist the City in the review of any unsolicited financing, refinancing, defeasance, or leasing proposal. This includes determining the principal amount of issues, establishing

maturity schedules, analyzing the feasibility of various features such as calls, puts, premiums, and fixed or variable rate options, advising as to the method of sale or placement, and determining the timing of sale, refunding, defeasance, or placement.

2. If applicable, assist the City in the presentation of material via a Request for Proposal ("RFP") or Request for Qualifications ("RFQ") to any potential bank lenders, lessors, investment banks, selection of bond or disclosure counsel, as needed, or other members of the City's Finance team, and assist with any negotiations with these firms in the arrangement of any bonds, bank debt or lease obligations.

3. Prepare time schedules with City Manager and Finance Director and input from the City Attorney, City's approved Bond Counsel (and Disclosure Counsel, if required) and selected lenders or Underwriters, and coordinate actions of the Financing Team, appropriate, to assist the City in meeting its financing objectives, timing requirements and general needs.

4. Review, in cooperation with the City Manager, Finance Director, City Attorney, Bond Counsel, Disclosure Counsel, if required, and other members of the Project or Finance Team, any bond resolutions, bond or bank documentation, or other legal or financing documents necessary for the successful issuance of Obligations.

5. Review all other material for preliminary or final Official Statements or Limited Offering Memoranda, bank or lease documents prepared by Bond Counsel, Disclosure or Underwriter's Counsel, Bank or Lenders' Counsel, Lessor's Counsel, auditors, consulting engineers, or other consultants.

6. Assist the City and City's Bond Counsel and City Attorney in the preparation of validation proceedings, if applicable, and attend and testify, if requested, for the City as an expert witness on the plan of finance.

7. On bond, or lease purchase, or long term private placements done under a Preliminary Official Statement ("POS") or Limited Offering document, assist Disclosure or Underwriter's Counsel in the preparation of the POS or limited offering memorandum or private placement memorandum ("PLOM") and final official statement ("OS") or final limited offering or private placement memorandum ("LOM") in cooperation with the appropriate City officials and City attorney. These documents will be done with approval of Bond Counsel, and Disclosure or Underwriter's Counsel, and City Attorney, in conformance with the full primary and continuing secondary disclosure guidelines and requirements per SEC Rule 15c2-12. The Financial Advisor may include assisting the City with the selection of, and retention of, a recommended Dissemination Agent.

8. If applicable and determined to be advantageous to the City, supply the necessary information to the major bond rating agencies and/or bond insurers or credit enhancement providers to obtain, and/or maintain, the best possible credit enhancement structure and/or underlying credit rating on City Obligations (if such rating or credit enhancement is viewed to be in the best interest of the City in meeting its objectives and financing needs). This may include the participation and assistance with negotiations with, or presentations to, the credit enhancement providers, bond insurers, or rating

agencies. The City does not currently have an underlying credit rating with Fitch, Moody's or Standard & Poor's. If determined to be advantageous on any City approved Finance Plan for a capital project, Larson Consulting's additional services in assisting with the process of offering an underlying credit rating for the City will be set forth, as part of that Financing's cost of issuance, and paid out of financing proceeds following approval by the City as part of the recommended specific Finance Plan.

9. If applicable, assist City Staff in developing and obtaining bids for the costs of services related to the City Obligations' and issuance process, including but not limited to the cost of (a) printing the POS, OS, PLOM or LOM, (b) registrar, paying agent, escrow agent, or Trustee services, (c) Dissemination Agent services, (d) Bond Counsel or Disclosure Counsel services, (e) rating agencies fees, (f) fees for bond insurers or credit enhancement providers, (g) Verification Agent services, (h) and other consultants.

10. If the bond issue or long term lease obligation is sold by "competitive" public sale; the Financial Advisor will:

a. Assist the City Attorney, Bond Counsel and City Staff with the preparation of the Notice of Sale, Bid Form, and other materials necessary to market the obligations and arrange for the necessary advertisements in the Bond Buyer or other relevant publications or internet based media that will help promote the sale. This may include our recommendation of the City's use of an electronic internet-based platform for a competitive sale.

b. Assist in distributing the POS to a large list of institutional underwriters and potential institutional national and regional investors, and take such other actions, as deemed necessary based on then current market conditions, to support the City's efforts for a successful presale market exposure of the City's Obligations.

c. Assist the City, as the time of public sale and receipt of bids, with the evaluation of all bids with the City's Bid specifications, verifying the true interest cost of bids received, and making a recommendation to the City as to the award of the Bid for the City Obligation that is in the best interest of the City.

11. If the bond or bank placement issue is to be sold by "negotiated" sale, the Financial Advisor will:

a. Following the City's retention of underwriters, bankers, lenders or lessors through either a Request for Proposal ("RFP") or Request for Qualifications ("RFQ") process, or acceptance by the City of an unsolicited proposal, assist with the evaluation of the underwriter's, banker's, lessor's, or lender's bids or proposals in relation to interest rates, yields, gross spread or fees, financial conditions or covenants, reporting requirements, all-in-cost calculations, repayment and amortization schedules, and other fees, terms or conditions. Any unsolicited underwriter's, banker's or lessor's financing or refinancing proposal will be compared with other options available at the time.

b. Assist the City in any negotiations regarding the underwriter's Bond Purchase Agreement ("BPA"), or Agreement Among Underwriters ("AAU"), bank documents, lease documents, or private placement documents. This is also expected to include the review of any private sector or Developer's proposals to the City tied to any major economic development or Public Private Partnership ("PPP") project, including due diligence of the private sector or developer partner. This includes providing the City with current market information, summary comments as to the current market conditions related to the proposed City Finance or Refunding Plan, and a report and recommendation to the City's Finance Director, City Manager, and City Council, as requested.

c. Arrange for the signing and delivery of the Obligations to either the underwriter(s), bankers or lessors and assist Bond Counsel and City Attorney with the arrangements for a successful closing of the Obligations.

C. COMPENSATION:

C.1. QUARTERLY RETAINER:

In order to assist Finance Staff, and provide continuing investments and general financial consulting support services to the City related to its CIP, budgeting, and potential financing or refunding needs, the Financial Advisor agrees to provide these services based on a quarterly retainer of \$1,000.00 via an invoice and payable each 1st day of the quarter, beginning on February 3, 2016, following the execution of this Agreement. The quarterly retainer will be paid on each successive April 1, July 1, October 1, and January 1. The Financial Advisor and Finance Director agree to review this level of investments and general financial consulting support, as needed, as part of the City's consideration of its annual budget.

C. 2. HOURLY COMPENSATION LEVELS:

The quarterly base retainer has been set at a level that is expected to cover the average service levels and general financial advisory and consulting support services by the Financial Advisor to the City not related to specific financings, refundings, or other targeted projects. A future Scope of Services would be required for any additional projects not covered by the retainer in C.1. or the initial two projects identified in C.3. The payment by the City to the Financial Advisor of any fee for additional services requested by a specific Scope of Services per Section B. 2., and not detailed in the initial Scope of Services in Section C.3. will be either (i) set forth in the mutually agreed upon Scope of Services for any future work effort, or (ii) be paid out of a City approved, financing or refunding issue's Cost of Issuance at closing. If the Scope is to be done on an hourly basis, they will be governed by the hourly fees set forth below.

The hourly rates for the Financial Advisory Team are set forth below:

President:	\$275.00/Hour
Senior Vice President or Company Counsel:	\$175.00/Hour (1)
Vice President or Assistant Vice President:	\$110.00/Hour
Associate:	\$75.00/Hour
Administrative Support:	\$35.00/Hour

- (1) Use of Lou Frey, Esq., as Company Counsel requires preapproval of Larson Consulting since these hourly fees are a substantial discount to Lou Frey's standard hourly rate as a Senior Partner, at Lowndes Drosdick, Orlando.

C. 3. INITIAL SCOPE OF SERVICES: HISTORICAL FINANCIAL REVIEW OF GENERAL FUND (CRA) AND UTILITY ENTERPRISE; AND PRELIMINARY DEBT AFFORDABILITY SUMMARY FOR GENERAL FUND/CRA AND UTILITY ENTERPRISE:

The City has requested that the Financial Advisor initially assist with a Scope of Services that includes a review of its historical financial audited statements, interim unaudited statements, any City projections, City budgets, and Capital Improvement Plan ("CIP"). The Financial Advisor agrees to immediately begin work on developing (i) a Historical Financial Summary of the General Fund and Community Redevelopment Agency and (ii) an initial Debt Affordability Review for the initial proposed General Fund or CRA projects totaling an estimated \$3Million to \$5Million. This effort may include a Workshop Presentation to the City Council and is expected to be completed over a period of two to three months. This is expected to include multiple meetings or conference calls with City Management and Department Directors, and input, as needed, from the City's Bond Counsel (to be selected) and City Attorney. This scope for the initial General Fund/CRA Historical Review and Debt Affordability Summary will be covered by a reduced fee from \$10,000 to \$7,500, due upon execution of this Agreement.

The Second Scope will provide for a comparable Historical Financial Summary and Debt Affordability Review for the City's Water, Wastewater Utility Enterprise. In order to reduce costs and associated fees for both studies, the Financial Advisor and City Finance Director have decided to proceed with both Scopes over a total estimated timeframe of three to four months, but focus on finishing initial General Fund/CRA assignment as a priority. A second fee reduced from \$10,000 to \$7,500 related to the Water and Wastewater Utility Scope will be due and payable at the conclusion of that work effort. The Financial Advisor agrees to cap out of pocket expenses on the initial two projects at \$1,500 for a total not to exceed cap of fees and expenses of \$16,500.

C.4. BOND OR LONG-TERM LEASE PURCHASE ("COP") FINANCINGS:

In connection with the issuance of any long term bonds or capital lease obligations, the Financial Advisor shall be paid at closing in accordance with the following schedule:

<u>Par Amount of Bonds Issued:</u>	<u>Fee Per \$1,000</u>
\$0 to \$10,000,000	\$1.75
\$10,000,001 to \$25,000,000	\$1.25
\$25,000,001 to \$40,000,000	\$1.00
\$40,000,001 to \$100,000,000	\$0.75
Over \$100,000,000	\$0.50
Minimum Fee: \$17,500.00	

The City and Financial Advisor acknowledge that there may be special projects or assignments per Section B1. or B.2. for which the services of the Financial Advisor will be requested which are either compensated under the quarterly retainer, or under an City approved Scope of Services, and may not result in the issuance of any bonds or long term City Obligations. These fees for these special services outside of the limits set forth above shall be negotiated on a case by case basis based on the City's needs and time requirements, and set forth in the Scope of Services per Section B.2. prepared by the Financial Advisor and acceptable to both parties.

For conduit financings proposed to be issued on behalf of the borrower by the City, the Financial Advisor shall be paid as set forth in Section C.4. or C.5. Such fees, and any hourly rates due to services provided under this Agreement, shall be paid to the Financial Advisor by either the conduit Borrower or City whether or not any bonds were actually issued. In the event that the conduit bonds or obligations are issued, the Financial Advisor will assist City staff with the presentation to the City Council of a Conduit Issue Report analyzing the credit, the proposed marketing plan, the potential financial or other impact to the City in serving as the Conduit Issuer, in cooperation with Bond Counsel and the City Attorney the City's protection from any risk of default on the financing, and the recommendation regarding the issuance of the bonds or conduit Obligations.

If the City receives a legal bid for the Obligations done from a bona fide purchaser on a Competitive Bid Process per Section B.3. that complies with the Bid specifications and offers acceptable interest rates to the City Council, and thereafter, the City decides to not issue the Obligations, the Financial Advisor will be paid the appropriate compensation as set forth in this Section C.4.

C.5. BANK OR SHORT TERM PLACEMENT FINANCINGS OR REFUNDINGS:

Given current market conditions and our initial discussions with the City regarding any potential City Capital Projects, and the reduced structuring, legal time, lack of an Official Statement on a bank placement process, this bank financing placement option, following approval of any specific capital project's Finance Plan, should be considered for smaller projects that can also be financed over a shorter ten to fifteen year period. The Financial Advisor, therefore, based on its successful bank placement experience for comparable Florida clients, proposes a reduced level of Compensation as set forth below:

Therefore, the City will pay to the Financial Advisor a fee as set forth below:

<u>Par Amount of Bank Loan or Note Placement:</u>	<u>Fees</u>
\$0 to \$5,000,000	\$12,500
\$5,000,001 to \$10,000,000	\$17,500
Over \$10,000,001	\$17,500 plus \$1.25/1,000
Minimum Fee: \$12,500	for amounts over \$10 Million

Any non investment grade or non rated private placements not placed with a bank, or any equity placement on a Public Private Partnership or Joint Venture Project, will be compensated based on comparable fees for similar projects of that type, size, and complexity, and fully disclosed and mutually agreed to by the City and its Financial Advisor. On real estate related closings where Larson Consulting has assisted on the purchase or sale effort, Larson Consulting may be compensated out of the Broker's Fee paid by the Seller, typically, as a consultant to the transaction, all to be fully disclosed in the Purchase and Sale Agreement or Escrow Agreement.

C. 6. INTEREST RATE HEDGING ADVISORY AND STRUCTURED FINANCE SERVICES:

If requested by the City's Finance Director or City Manager, the Financial Advisor will assist the City Staff in reviewing any interest rate hedging or structured finance proposals or options, including but not limited to, Interest Rate Swaps, Caps and Collars, Debt Service Deposit Agreements, synthetic forward refundings, Swaptions, and other structures. This may include, if the City decides to proceed with one of these options and programs, the Financial Advisor working with a reputable third party broker or broker dealer, with any fees paid to same fully disclosed and approved by the City, so as to help insure that the City is receiving a market bid or rate appropriate to the specific transaction and based on current market conditions. The fees for the Financial Advisor shall be negotiated with the City and are typically based on the size, term, and complexity of the transaction, but are also often influenced by general market conditions, and carry a typical minimum fee of \$15,000. These programs can be done on either the asset or liability side of the City's balance sheet. In many cases, the Financial Advisor, following the City's request for assistance, may review one of these proposed programs and propose to the City that they not proceed. In that case, any time spent by the Financial Advisor will be invoiced at the hourly levels set for in Section C.2..

C.7. OUT-OF-POCKET EXPENSES

Reimbursable out of pocket expenses, as noted in this Agreement, include the following items and other miscellaneous expenses:

- Travel, Mileage/Gas, Tolls, Parking, Lodging and Meals, provided travel occurs in coach class and mileage, lodging and meals are consistent with the City travel policy and Florida Statutes.
- Courier or overnight delivery Service.

- Photo copies, facsimile, copying and general office supplies related to any requested City Work related Product.
- Long Distance, cellular, and conference call telephone charges.
- General Associate (administrative and accounting) support services.
- Computer, analytical, associate, and quantitative structuring, and project feasibility fees, as needed.

Issuance expenses for financings or refundings per C.4., or C.5., excluding Associate, Larson Consulting legal, (if any), Quantitative structuring support, and out of state travel, will capped at \$2,500 per financing or refunding if completed within a 12-month time frame.

D. OBLIGATIONS OF THE CITY:

1. Provide the Financial Advisor, without charge, copies of City Audits, CRA related material, financial, RFP's or planning documents, City Council presentation material, engineering reports, bank and investment records, legal opinions, bank documents on existing bank placements, banking service agreements and fee schedules, bond documents on existing bond financings and refundings, utility rate studies, utility consulting engineers reports, utility CUP or DEP related regulatory approvals and permits, interest rate hedging contracts, and other pertinent disclosure or other documentation as the Financial Advisor may reasonably require in order to provide services as outlined herein.
2. Provide reasonable timely access to Finance Director as the City's Principal Contact officer, and designated City Staff on projects, and City Management, as needed, so as to enable the Financial Advisor to meet the city directed time expectations and work effort requirements agreed to with the City for the specific engagement. Any delays in providing the Financial Advisor with the necessary material for the specific project may cause a delay in the ability of Larson Consulting to perform its responsibilities under this Agreement or any Scope of Services, and result in a potential addendum to the Scope of Services.
3. Employ, when required, qualified City Attorney, Bond Counsel, Disclosure Counsel, Consulting Engineers, Feasibility Consultants, and other professionals whose services in connection with the planning and preparation of any City Obligations or other services under this Agreement, will be available to the Financial Advisor.
4. Pay all expenses relating to the issuance of City Obligations, including, but not limited to:
 - a. Fees and expenses of City Attorney, Bond Counsel, Disclosure Counsel, Consulting Engineers, Feasibility Consultants, Auditors, Bond Registrar and Paying Agent or Escrow Agent or Trustee, Dissemination Agent, Printer, and any other consultants and advisors retained by the City and necessary for the completion of the financing or refunding.
 - b. Cost of holding elections, if applicable.

- c. Cost of printing and distribution of POS, OS, PLOM or LOMs, if applicable.
- d. Cost of preparing and placing legal publications.
- e. Cost of obtaining ratings from the major rating agencies, including the costs of any presentation or related travel. The Financial Advisor does agree to assist, if helpful, with these arrangements, and providing travel coordination, in the interest of cost reduction and accounting simplicity, as these costs are typically paid out of cost of issuance and at closing from financing proceeds. Any expenses paid by the Financial Advisor in advance of closing and on behalf of the City will be documented fully at closing by the Financial Advisor's invoice and reimbursed by the City by either its funds, if the Obligations do not close, or out of financing proceeds at closing.
- f. Any expenses relative to the validation process, including court costs, travel expenses, if any, and local advertising.
- g. Cost of printing, authenticating, and delivery of the Obligations.
- h. Cost of Preclosing and Closing, including travel, meals and lodging for City officials and City Staff. These expenses, similar to (e) above, may be initially handled by the Financial Advisor on behalf of the City when coordinating out of City or out of State travel, but will be fully reimbursed by the City to the Financial Advisor.

E. STAFF SUPPORT:

The Financial Advisor agrees to provide the following Principal Contact Officer to assist the City in the implementation of this Agreement, and any change would require the City's prior approval. Any change without the City's approval may result in a Termination of this Agreement.

Principal Contact Officer

- Jeff Larson, President

Larson Consulting Services' Support Team

- Larry Aubrecht, Senior Vice President, Quantitative Team Leader
- John P. Moran, CPA, Vice President and Quantitative Analyst
- Regan B. Larson, Associate
- Jesy Acosta, Administrative Assistant

Other Support Team Members

- Lou Frey, Esq., Corporate Counsel, Lowdnes Drosdick
- Lester Abberger, Grants and Legislative Support Services, Tallahassee
- Dr. Hank Fishkind, Feasibility Support Services
- Robert Koch, Chairman, Group 1, LLC, Land Use, Concept Design, Market Feasibility Services
- Marcia Bexley, Vice President, Project Management and Client Services

- Terry Larson, Vice President
- Donna Gentile, Administrative and Accounting Associate
- Nicole Larson, Associate
- Others, as directed by Mr. Larson, as needed

The Support Team officers, support staff and subconsultants to Larson Consulting will be available, as needed, and directed by Mr. Larson.

F. STANDARD OF CARE:

It is agreed that the sole standard of care imposed upon Larson Consulting Services, LLC by this Agreement is to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims. Larson Consulting will provide, upon request, the City with copies of the professional resumes of the members of the Financial Advisory team and any key sub-consultants. The City is aware of Mr. Larson's role as Administrator for the AAAM rated LGIP FL SAFE via a separate Company, FMAS.

G. PUBLIC RECORDS:

In accordance with Florida Statutes 119.0701, the Financial Advisor shall comply with Florida's public records laws, and other laws and regulations as a registered Municipal Advisor by the SEC and MSRB, specifically to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law or regulations. FINANCIAL ADVISOR shall do so by providing the public records to CITY prior to allowing inspection or copies to be made for CITY to review and redact confidential and exempt information.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the CITY, all public records in possession of FINANCIAL ADVISOR upon termination of this agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.
- e. Failure of FINANCIAL ADVISOR to comply with a public records request and this paragraph shall be a breach of this agreement and if FINANCIAL ADVISOR fails to cure said breach within 5 business days of receipt of notice from CITY, notwithstanding anything to the contrary contained in this agreement, CITY may terminate this agreement and be relieved of all

obligations hereunder. FINANCIAL ADVISOR shall also be obligated to reimburse CITY any damages incurred or assessed against CITY, including attorney's fees and costs, as a result of FINANCIAL ADVISOR'S failure to comply with Florida's public records laws.

H. SEVERABILITY:

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

I. CONFIDENTIAL RELATIONSHIP:

All information and advice furnished by either party to the other hereunder shall be treated as confidential and shall not be disclosed to third parties except as required by law and subject to provisions of Chapter 119 F.S.

J. REQUEST FOR FINANCIAL ADVISOR TO BID:

The Financial Advisor agrees that it will not serve in either an underwriting or broker dealer capacity to the City during the Term of this Agreement, and for a period of six months following any termination or non renewal of this Agreement. Larson Consulting, as the City's Financial Advisor, will not bid on any Obligation advertised for public sale. City investment decisions will be made by the City's Investment Officer as set forth in the City Council's approved Investment Policy and Florida Statutes.

K. INDEPENDENT CONTRACTOR

The Financial Advisor undertakes performance under this Agreement as an independent contractor and the Financial Advisor shall not receive any City benefits, stipend or privileges afforded by City employees.

L. COMPLIANCE WITH LAWS

In the performance of its services under this Agreement, the Financial Advisor will comply with applicable regulatory requirements including federal, state and local laws, rules and regulations.

M. UNCONTROLLABLE FORCES.

Neither the City nor Financial Advisor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

N. TERMINATION:

Either the City or Financial Advisor may cancel and terminate this agreement upon ninety (90) days written notice to the other party. At that time, all responsibility under this Agreement will terminate.

In the event of termination or expiration of the Agreement prior to the completion of current work in process by the Financial Advisor, the Financial Advisor will be reimbursed for all fees, costs and expenses actually incurred by them through and including the date of termination as set forth in this Agreement.

O. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising from this Agreement will be exclusively in Citrus County, Florida.

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

Attest:

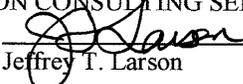
City Clerk

CITY OF INVERNESS
By: _____
Title: Jacquie Hepfer,
Council President
Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney
Date: _____

LARSON CONSULTING SERVICES, LLC

By: 
Jeffrey T. Larson

Title: President

Date: 1/26/16

Agenda Memorandum – *City of Inverness*

DATE: January 29, 2016
ISSUE: Impact Fee Inter-Local Agreement
Inverness, Crystal River, Citrus County
FROM: City Manager
CC: City Clerk, Development Service Director, Assistant City Manager
ATTACHED: Letter to Denise Diamond Lyn
Inter-Local Agreement
Email by Denise Diamond Lyn
Letter by Jenette Collins – County Impact Fee Public Meeting

Reference is made to attachments.

Each agency involved adopted an independent Impact Fee program with some-cross over. There are fees collected in the City for the County, and transportation fees enacted by the City are used in the City. Community development doesn't stop at the border, and as we know, the economy of Inverness is broad and wide.

The enclosed agreement has been developed by an interactive meeting of all parties. It has been reviewed in full by City Staff and Legal Counsel and is ready for City Council adoption.

Please review the provided material and direct questions to me at your convenience.

Recommended Action –

Motion, second and vote to accept the conditional aspects of the Inter-Local Impact Fee Agreement and authorize the City Council President to execute the document.


Frank DiGiovanni

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



City of Inverness

Administration Office

212 W. Main Street
Inverness, Florida 34450-4149
Administration@Inverness-FL.gov

(352) 726-2611 — — — — — Fax (352) 726-0607 — — — — —

January 27, 2016

Denise Lyn, County Attorney
Citrus County Courthouse
110 N. Apopka Ave.
Inverness, Fl. 34450

Denise,

Your emailed concurrence of the City's initial proposal will act to further efforts to bring the Interlocal agreement for impact fees between the two cities and county to respective boards for approval. By review, it appears we have garnered an amenable understanding to apply impact fee collections within the county, inclusive of incorporated areas.

As a point of clarity, the city has been in motion to adopt an ordinance providing for the collection of Fire Capital Facility Impact Fees within the Inverness City limits. In abundance of caution, the city will refrain from the collection and remittance of impact fees to the county for Fire Capital Facilities. It is beyond our scope to believe the county would want us to further collect impact fees given the current fee suspension by the BOCC, as well as the fact that the County no longer provides a level of fire service within the city. Impact Fees from land development, for Fire Capital Facility needs, would rest with the City Fire Department and growth planning therein.

Based on the aforementioned, we made minor modification to the agreement that you will find on the enclosed. Importantly please note our intent to move forward with an ordinance adding Fire Capital Facility Impact Fee Needs to the city's impact fee program. Additionally, the agreement will be presented to the Inverness City Council in the near future. Your efforts are appreciated and we look forward to working with all parties in the future.

Please do not hesitate to contact our offices with any questions or concerns.

Sincerely,

Frank DiGiovanni
City Manager

Enclosure

Cc: Larry Haag, City Attorney
Eric Williams, Asst. City Manager
Bruce Day, Director of Community Development

IMPACT FEE INTERLOCAL AGREEMENT
CITRUS COUNTY AND INVERNESS

IMPACT FEE INTERLOCAL
AGREEMENT BETWEEN
CITRUS COUNTY AND THE CITY OF INVERNESS

THIS AGREEMENT, made and entered into this day of by and between Citrus County, a political subdivision of the State of Florida, hereinafter referred to as "the County", and the City of Inverness, a Florida municipal corporation, hereinafter referred to as "the City".

WHEREAS, the Board of County Commissioners of Citrus County and the City Council of the City of Inverness, have determined that future growth and new development should contribute its fair share of the cost of providing capital infrastructure improvements reasonably attributable to the future growth and impact-generating land development;

WHEREAS, the County, on April 28, 2015, adopted Ordinance No. 2015-A07, providing for the collection and expenditure of impact fees for roads, parks, schools, law enforcement, fire services, emergency medical services, public buildings, and libraries, said ordinance being attached hereto as Exhibit-"A" and incorporated herein by reference,

WHEREAS, the City of Inverness wishes to participate in the collection and expenditure of impact fees for impact generating land development activities according to the terms and conditions set forth in Ordinance No. 2015-A07. The City's intent to participate in the County's impact fee program shall define the purpose and limit the scope of this agreement. Where, in this agreement, impact fees are referenced it refers to County impact fees collected by the City. It is further understood that this agreement does not diminish City's capacity to adopt related ordinances.;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

IMPACT FEE INTERLOCAL AGREEMENT
CITRUS COUNTY AND INVERNESS

1. COLLECTION OF IMPACT FEES

The City agrees to collect impact fees according to the terms and conditions specified in Citrus County Ordinance No. 2015-A07, unless otherwise authorized by City Ordinance. The City shall establish an interest bearing account or an investment pool in which the impact fee funds shall be deposited. On a monthly basis, the City will remit to the County, the amount of impact fees, plus any interest earnings collected based upon the average daily balance of the funds. All such sums remitted to the County by the City shall be used for City capital improvements as set forth herein, and shall be considered as impact fee funds. The City shall be allowed to deduct, on a monthly basis, a fee for administrative costs equal the actual costs incurred to administer the program.

2. CAPITAL IMPROVEMENT PROJECTS

Every planned expenditure of impact fee funds for the City adopted capital improvements program shall be accompanied by a brief statement describing how the planned project will expand the capacity of the capital EMS, law enforcement, fire service, library, public buildings, or school facilities, or, if repaying debt on a previous project, how that previous project expanded capacity. In the event that the project is partially attributable to capacity expansion and partially attributable to replacement or repair, a memorandum shall be attached to the capital improvement program that provides a reasonable methodology to quantify the percentage of project costs attributable to capacity expansion. In such instance the use of impact fee funding for such project shall not exceed that percentage of the total cost. It is understood that revenue will be provided to City projects only as it is available from the impact fees and earnings thereon collected within the City. In the event that a project is determined ineligible for impact fee funds, either fully or in part, the City will be responsible for any fee reimbursement or costs attributable to that project request.

3. TRANSPORTATION IMPROVEMENTS

This Agreement will re-confirm that the City will continue to refrain from collection of County transportation impact fees. This agreement does not diminish City's capacity to adopt related ordinances.

4. PARKS (RECREATION)

This Agreement will re-confirm that the City will continue to refrain from collection of County park impact fees. This agreement does not diminish City's capacity to adopt related ordinances.

5. LAW ENFORCEMENT, PUBLIC BUILDINGS, EMS, AND LIBRARY FACILITY IMPROVEMENTS

Capital law enforcement facilities means capital improvements, including, land improvements, buildings, and equipment related to the provision of law enforcement services to new impact-generating development and having a useful life of at least five years and a cost of at least \$5,000.00. Capital public building facilities mean capital improvements, including land, land improvements, equipment, buildings or other capacity-adding capital improvements with a cost of at least \$50,000.00, which are necessary for the provision of public services to new impact-generating land development. Capital EMS facilities means capital improvements, including land improvements, buildings and equipment related to the provision of emergency medical services (EMS) to new impact-generating development and having a useful life of at least five years and a cost of at least \$5,000.00. Capital library facilities mean capital improvements, including land improvements, buildings, library volumes, equipment, or other capacity-adding capital improvements having a useful life of at least five years and a cost of at least \$5,000.00 necessary for the provision of library services to new impact-generating land development. The City shall plan for and shall provide any and all necessary project tasks for capital facilities as outlined above. Costs related to each approved City project shall be paid from the Impact Fee Trust Fund, as applicable. The City shall approve all project invoices for payment and shall submit such invoices to the County, who shall provide the appropriate funds to the City, utilizing the impact fee funds generated within the City's incorporated area. The County shall provide to the City, on a quarterly basis, a detailed listing of all revenue and expenses associated with the City's Impact Fee Trust Fund. The County shall only pay the project invoices for approved City projects and shall only be obligated to provide the amount of funds generated from impact fee collections remitted to the County from the City. To the extent that the County establishes an interest-bearing account for the deposit of the City's impact fee funds, then such interest shall

IMPACT FEE INTERLOCAL AGREEMENT
CITRUS COUNTY AND INVERNESS

likewise be credited to the City Impact Fee Trust Fund, and shall be reflected in such quarterly accountings.

6. FIRE SERVICES

As part of the County's annual budget process, the City may submit by May 15th of each year any recommendation for capital improvements relating to fire services. The County shall review and consider such City recommendations when formulating the annual capital improvement plan. This agreement does not diminish City's capacity to adopt related ordinances.

7. ENTIRE AGREEMENT MODIFICATION

This Agreement embodies the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto. Any modification to this Agreement shall be made only by written instrument executed by the parties hereto, provided, however, that any amendments to the fee structure or other sections of Ordinance No. 2015-A07 made subsequent to the effective date of this Agreement shall be deemed to be automatically incorporated herein by virtue of the incorporation by reference of Ordinance No. 2015-A07 in this Agreement.

8. CANCELLATION

This Agreement may be cancelled upon thirty (30) days written notice by one party to the other. All funds collected prior to the termination date shall be remitted to the City who shall be responsible for expending same in accordance with the requirements of this Agreement, Ordinance No. 2015-A07 and state law.

IMPACT FEE INTERLOCAL AGREEMENT
CITRUS COUNTY AND INVERNESS

9. TERMANDRENEWAL

This Agreement is executed in duplicate and each copy shall serve as an original. The Agreement shall become effective when signed by the last party hereto. It shall automatically renew for additional one (1) year terms unless thirty (30) days prior to the termination date the party hereto notifies the other part, in writing, of their desire to renegotiate any provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK OF COURT

_____Date: _____
RONALD E. KITCHEN, JR, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

IMPACT FEE INTERLOCAL AGREEMENT
CITRUS COUNTY AND INVERNESS

ATTEST:

CITY OF INVERNESS

DEBORAH DAVIS
CITY CLERK

BY: _____ Date: _____
JACQUIE HEPFER,
COUNCIL PRES.

ATTEST:

FRANK DIGIOVANNI
CITY MANAGER

APPROVED AS TO
FORM AND LEGALITY:

LARRY HAAG,

INVERNESS CITY
ATTORNEY



Board of County Commissioners

DEPARTMENT OF PLANNING AND DEVELOPMENT

3600 W. Sovereign Path, Lecanto, FL 34461-8070

Toll Free (352) 489-2120 TTY (352) 527-5312

Web Address: www.bocc.citrus.fl.us

In reply, refer to: DS-16-004

February 1, 2016

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

RE: 2016 Impact Fee Annual Update – Citrus County BOCC Presentation

Dear Mr. ^{Frank} DiGiovanni:

This follows Mr. Randy Oliver's letter sent to you in September 2015, extending a formal invitation to the City of Inverness (City) to participate in a presentation that will be made to the Citrus County Board of County Commissioners (BOCC) on the topic of "impact fees" and the effects of the suspension. The presentation is scheduled for Tuesday, March 1, 2016, and is set to come up on the agenda on or about 1:30 PM (right after the proclamations).

When the BOCC suspended the collection of impact fees earlier last year, it requested that representatives from the Citrus County School District, the City of Inverness, and the City of Crystal River review the effectiveness of the suspension of impact fees and provide the results of the review to the BOCC on an annual basis. Last year I met with Mr. Bruce Day to share ideas and information as to what statistical information may be relevant to present to the BOCC.

The upcoming presentation to the BOCC will provide the City the opportunity to provide pertinent data and input on the topic. The City's participation is greatly encouraged and any information provided will be relevant to the BOCC's position on how it will proceed with the implementation of impact fees in Citrus County. If you have any correspondence or documentation that you wish to provide to the BOCC, please copy me so that I can include it in the information package that will be presented. Furthermore, I will be very pleased to introduce you (or your designated representative) at the upcoming presentation so that you may speak directly to the BOCC about the City's viewpoint.

Please feel free to contact me if you have any questions. Your advance notice is kindly appreciated. I may be reached directly by calling (352) 527-5220 or via email at jenette.collins@citrusbocc.com.

Sincerely,

Jenette Collins, AICP
Director
Department of Planning and Development

cc: Ronald E. Kitchen, Chairman, Board of County Commissioners
Randy Oliver, County Administrator

Administration	Building Division	Code Compliance Division	Geographic Information Systems	Land Development Division
Suite 109 (352) 527-5220 FAX 527-5317	Suite 111 (352) 527-5310 FAX 527-5394	Suite 147 (352) 527-5350 FAX 527-5523	Suite 140 (352) 527-5544 FAX 527-5252	Suite 141 (352) 527-5239 FAX 527-5428

Agenda Memorandum – *City of Inverness*

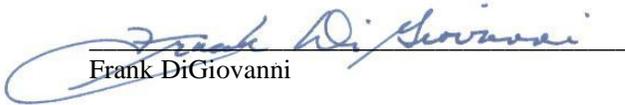
DATE: January 29, 2016
ISSUE: Fire Services Mutual Aid Agreement – IFD & CCSO-FD
FROM: City Manager
CC: Fire Chief and Assistant City Manager
ATTACHED: (Codified) Mutual Aid Agreement

The enclosed is mostly final and formatted by the Sheriff's Office for execution by the Sheriff. The City's signature page will follow normal channels.

Review of the document was performed by the City Fire Chief, Assistant Manager, City Legal Counsel and this Office. Wording is suitable; however, the area served by the City Department is funded by and primarily for the municipality. We will respond beyond municipal limits in emergency situations, but not as a matter of routine. The application of any mutual aid program is not parochial, but flexibly determined at the moment of need. Conditions dictate how and when we may respond and vice-versa.

City Council is asked to review and offer comments on what you may believe appropriate and necessary. Our responsibility is to the taxpayers of the City – residents, business and land owners – we also wish to be good neighbors and a dependable asset to Citrus County CCSO-FD.

Recommended Action –
No Vote is Necessary
Comments Only



Frank DiGiovanni

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

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF INVERNESS
AND
CITRUS COUNTY SHERIFF'S OFFICE
Titled:
INVERNESS/CITRUS MUTUAL-AID RESPONSE PLAN**

RECITALS

THIS INTERLOCAL AGREEMENT (the Agreement) dated this ___ day of _____, 2016 is between the CITY OF INVERNESS (CITY), a ~~political subdivision~~municipal corporation of the State of Florida and ~~the~~ JEFFREY J. DAWSY, as Sheriff of Citrus County, Florida ~~CITRUS COUNTY SHERIFF'S OFFICE~~ (Citrus County Sheriff or CCSO), a constitutional officer.

WHEREAS, the parties presently maintain and operate emergency service departments, with firefighting, rescue and emergency medical equipment with associated personnel; and;

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in times of emergency or disaster too great to be dealt with unassisted or in a situation in which a party may not be able to expeditiously respond due to commitments at the time of a particular incident or event; and

WHEREAS, this Agreement is for the benefit of the general public; will not exceed or diminish in scope and application pursuant with other City/County Mutual Aide Agreements in Citrus County, and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law.

NOW THEREFORE, incorporating the above recitals as stated herein. It is agreed by and between the parties hereto that each of the parties agree to assist the other pursuant to the following stipulations, provisions and conditions:

Section 1. Purpose and Intent of Agreement

(a) Mutual Aid

The parties agree to provide mutual aid for reported structure fires, fire alarms, medical emergencies, rescue scenarios, and brush fires. The parties agree to provide such reciprocal assistance on a mutual-aid basis based on availability. The parties further agree to provide for reciprocal aid and assistance by providing fire, rescue, emergency medical, hazardous material, technical rescue and other similar emergency services in the event of disasters resulting from natural phenomena, accidents, or otherwise when the disaster is too great to be handled without assistance. The intent of this arrangement is to provide the most efficient life and property saving services to the citizens protected by the respective

parties. This Agreement is not intended and shall not be construed to in any way deprive a party of jurisdictional powers vested in said party, nor is it the intention of the parties to combine their individual departments into a single department or district providing the services encompassed by this Agreement.

(b) Automatic Aid

Definitions:

Automatic Aid – The automatic dispatch of pre-specified fire department apparatus with a minimum of two (2) personnel from the fire department providing the “aid” to the fire department primarily responsible for the property location.

Notify – to inform the individual or the entity identified of knowledge of the incident. Notification in and of itself does not mandate response if the situation is under control by the units on scene.

I. The City of Inverness and the Citrus County Sheriff's Office hereby agree that the City of Inverness Fire Rescue-Department and Citrus County Sheriff Fire Rescue will provide the primary fire protection services within their respective jurisdictions.

II. The City of Inverness Fire Department agrees to utilize Citrus County Sheriff Fire Rescue to respond automatically to structural fire responses in the area as defined in Appendix B, attached and incorporated as if stated herein.

III. Citrus County Sheriff Fire Rescue agrees to utilize the City of Inverness Fire Rescue Department to respond automatically to structural fire responses in the area as defined in Appendix B, attached and incorporated as if stated herein.

Section 2. Procedures for Requesting Emergency Assistance

(a) Responses to all emergencies shall be by request except as identified in 1 (b). The company officer or higher authority shall initiate the request. It is also recognized that in the interest of public safety this request may need to be made based upon dispatch information.

(b) The requesting party shall contact the providing parties dispatch center via the information identified in the “Implementation Plan” attached as Appendix “A” to this document and incorporated as if stated herein.

(c) Responses to structure fires in the areas identified –in 1 (b) shall be automatic dispatch–based upon the dispatch procedures of the requesting agency. No formal requests need to be made to initiate assistance. Response notification will be handled between the communication centers.

Section 3. Duties and Level of Service

- (a) No department, officer or employee of the parties to this Agreement shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.
- (b) The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each party to this Agreement.
- (c) Disputes or disagreements as to the level of services and/or standards of performance shall be reported by the complaining party to the Fire Chief or his designee of the party that provided the service or took the action from which the complaint arose, both departments shall meet to discuss and develop a resolution to the situation.
- (d) The decision of the Fire Chief of each party shall be final and conclusive as to the geographic boundaries of response, the level of services rendered or standards of performance observed by the party's personnel. ~~The Fire Chiefs of both agencies agree that performance observed by the party's personnel.~~ The Fire Chiefs of both agencies agree that the Automatic Aid portion of this agreement will be reviewed and revised periodically. Any changes to the agreement shall be in writing and agree to and signed by both ~~governmental entities~~parties. The map and description of the defined geographic is located in Appendix B. The fire chiefs of both agencies further agree that the Mutual Aid portion of this Agreement is applicable in any geographical region that is the primary response area of the City of Inverness Fire ~~Rescue Department~~ or Citrus Sheriff Fire Rescue. A Fire Rescue Department providing mutual aid while within the jurisdiction of another Fire Rescue Department shall be subject to the orders and directions of the Incident Commander of the Local Authority where the emergency exists.
1. The Incident Commander in charge on scene of the emergency shall communicate orders and directions to the responding mutual aid department's Officer in Charge via the designated radio channel or in person.
 2. The Authority having jurisdiction shall maintain responsibility for the handling of the incident and supplying appropriate Command Staff. Should the need arise to utilize mutual aid commanding officers, the "Unified Command System" will be established and incident priorities will be determined and executed.

Section 4. Employee Status

Persons employed by a party to this Agreement in the performance of services and functions pursuant to this Agreement shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other party to this Agreement.

Section 5. Liabilities and Responsibilities of Parties

(a) Neither party hereto, its respective officers or employees, shall assume any liability for the acts, omissions or negligence of the other party, its officers or employees.

(b) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules and all pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.

(c) Except as herein otherwise provided, all liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment.

(d) Both parties, when providing emergency medical services shall work under the direction of their respective agency's medical director and utilizing their respective BLS/ALS protocols.

(e) Neither party shall be liable for any claims or damages occasioned by the negligent or intentional actions of the employees or agents of the other party. Both parties agree to hold the other party harmless from such claims to the extent authorized by Section 768.28 of Florida Statutes and fully retain all defenses and immunities provided by law with respect to any claim or action occurring as a result of this agreement.

(f) By execution of this Agreement, neither party waives its sovereign immunity as provided by general law.

Section 6. Compensation and Reimbursement Between Agencies.

(a) Each party agrees to furnish necessary equipment, resources, and facilities in order to render mutual aid services to the other party in accordance with the terms of this

Agreement. However, neither party shall be required to deplete its own equipment, resources, facilities, and services in furnishing such mutual aid services.

(b) Either agency furnishing any equipment pursuant to this Agreement shall bear the costs for any loss or damage to such equipment and shall pay any expense incurred in the operations, maintenance and repair of that equipment.

(c) Either agency furnishing aid pursuant to this agreement shall fully compensate its employees during the time such aid is.

(d) The requesting agency shall either replace, or provide reimbursement for those nontraditional extraordinary services or consumable materials, which were used by the responding agency furnishing mutual aid services. This paragraph shall apply to items such as, but not limited to, firefighting foam, ~~HAZMAT protective clothing,~~ and absorbent materials.

(e) It shall be the responsibility of the agency furnishing aid hereunder to notify the requesting party of any items for which reimbursement or replacement is requested. This notification shall include information regarding quantity used, manufacturer's name, local supplier and specific item(s) used.

Section 7. Term of Agreement.

This Agreement shall commence at 12:00 a.m. on the date of full execution of both parties and continue through midnight on _____ at which time this Agreement shall automatically renew unless either party is notified in writing of their intent to vacate the agreement. On or before April 30th of each year, either party shall provide each other with written notice of proposed changes in this Agreement, and both parties shall diligently pursue resolution of all proposed changes by June 30th of each year.

Section 6. Sovereign Immunity.

Neither the City of Inverness nor the Citrus County Sheriff's Office waive sovereign immunity by law with respect to any claim or action based on or occurring as a result of this Agreement.

Section 7. Public Records Requirements.

The parties acknowledge that this Agreement and any files, papers, materials, publications, presentations, electronic material, computer discs or information stored in any other data storage medium (hereafter "Documents") produced or developed during the performance of this Agreement may be subject to the Public Records Act unless exempt under the Act.

Section 8. Termination.

This Agreement may terminate 30 days after the expiration of a participating sheriff's term of office unless the successor sheriff confirms this Agreement in writing whereupon this Agreement will continue under its current terms and conditions until otherwise terminated. This Agreement shall renew automatically each year unless terminated by one of the parties upon 60 days written notice.

Section 9. Governing Law.

All questions; issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by party/parties to be in Citrus County, Florida, and Federal jurisdiction is hereby agreed by Party/parties to be in the Middle District of Florida.

Section 10. Implementation.

The agency Fire Chiefs have met and prepared an implementation plan identified in the Appendix of this agreement.

Section 11. Authorization.

Pursuant to this Interlocal Agreement, each party hereto authorizes the other party to perform the duties and services required herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates as shown below.

ATTEST: _____ Inverness City Council
_____ City of Inverness, Florida

CITY CLERK _____ MAYOR OF CITY OF INVERNESS

Date: _____ Date: _____

Office of the Sheriff
Citrus County, Florida

Date: _____

APPENDIX – A Implementation Plan

This Implementation Plan has been created and agreed to by the Fire Chiefs of the City of Inverness Fire Rescue Department and Citrus Sheriff Fire Rescue.

1) Request for Assistance

- a) Requests for assistance under this Agreement shall be made only for those areas within the respective jurisdictions for which each agency is responsible; specifically, the City of Inverness Fire Department and Citrus County as defined in Section 1 of this Agreement. The responding party will fulfill requests for mutual aid assistance from the requesting party at the sole discretion of the responding party's fire chief or designee.
- b) Each agency, whether responding or requesting, shall be responsible for completing their respective incident reports. The responding party shall furnish a copy of their incident report to the agency receiving aid upon request.
- c) The automatic aid response into either county jurisdiction shall consist of a structure fire engine with a minimum of a two man crew. Additional manpower or equipment must be requested by the Incident Commander. The response of additional manpower and equipment shall be at the discretion of the Fire Chief of the County providing the response and based on availability of requested resources.
- d) Both fire departments agree to abide the requirements found in Florida Administrative Code 69A-62 and provide only personnel that have attained a minimum of Firefighter 1 certification.

2) Types of Incidents

- ba) Structure fires (Automatic Aid)
- eb) Reported fire alarms (commercial and residential); ~~mutual aid by request only~~
- ec) Medical emergencies ~~(ALS and BLS)~~
- ed) Rescue scenarios
- fe) Brush fire
- gf) Hazardous materials

3) Radio Communications

- a) Units from the City of Inverness Fire RescueDepartment, when responding into areas whose primary fire protection coverage is Citrus County Sheriff Fire Rescue will communicate with Citrus County Sheriff Division of Fire Rescue units on radio frequencies identified by Citrus County Fire Rescue.
- b) Units from Citrus County Sheriff Fire Rescue, when responding into areas whose primary fire protection coverage is the City of Inverness Fire RescueDepartment, will communicate with the City of Inverness Fire Rescue-Department units on radio frequencies identified by City of Inverness Fire RescueDepartment.
- c) If the radio systems are incompatible for communications with each other; then the unites will communicate through the following options:
 - a. Florida Interoperability Network (FIN), relayed through the Communications Centers.
 - b. Face-to face communication on scene.

APPENDIX – B
Maps

Section 11. Authorization.

Pursuant to this Interlocal Agreement, each party hereto authorizes the other party to perform the duties and services required herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates as shown below.

ATTEST: _____ Inverness City Council
_____ City of Inverness, Florida

Date: _____ Date: _____

Office of the Sheriff
Citrus County, Florida

Date: _____
