

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
July 5, 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)
- 6) PRE-SCHEDULED PUBLIC APPEARANCES**
- 7) MAYOR'S LOCAL ACHIEVEMENT AWARDS**
- 8) CITY ATTORNEY REPORT**

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

9) CONSENT AGENDA

- 4 - 5 a) Bill Listing *

Recommendation - Approval

- 6 - 11 b) Council Minutes - June 21, 2016*

Recommendation - Approval

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

- 12 - 13 a) Board Appointment - Code Enforcement Board (CEB)*

- 14 - 56 b) Visit Florida Grant -Budget Amendment - Resolution & Letter of Agreement *

- 57 - 71 c) IEVB Credit Card Merchant Services - Resolution*

- 72 - 98 d) Property Purchase - Nelson*

- e) Promotional Presentation (Video)

- f) Other

11) COUNCIL/MAYOR SUBJECTS

12) NON-SCHEDULED PUBLIC COMMENT

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

13) ADJOURNMENT

- a)

DATES TO REMEMBER

Bass Federation Tournament

Saturday, July 9th and Sunday, July 10th, 2016

Liberty Park

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

July 5, 2016 - 5:30 PM

Friday Night Thunder

Friday, July 15th, 2016 @ 5:30pm

Courthouse Square

Inverness City Council Regular Meeting

Tuesday, July 19, 2016 at 5:30pm

Inverness Government Center



06/30/2016 14:07
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 1
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 06/30/16
			TOTALS FOR ACE HARDWARE CO OF INV INC		32.22
			TOTALS FOR ADVANCED WASTE SOLUTIONS		955.00
			TOTALS FOR MATTHEW ALCORN		600.00
			TOTALS FOR AUTOZONE		12.99
			TOTALS FOR JILL BARR		40.00
			TOTALS FOR BEER, ANDREW		850.00
			TOTALS FOR EMBARQ FLORIDA, INC		1.13
			TOTALS FOR CHERYL CHIDO		236.03
			TOTALS FOR CIT TECHNOLOGY FINANCIAL SERVICES		425.00
			TOTALS FOR WXOF, INC		150.00
			TOTALS FOR CITRUS COUNTY BOARD OF COMMISSIONER		4,106.50
			TOTALS FOR CITRUS COUNTY CHRONICLE		1,026.90
			TOTALS FOR DANIELS HEATING & AIR CONDITIONING		225.00
			TOTALS FOR DUKE ENERGY		10,460.58
			TOTALS FOR GAI CONSULTANTS, INC		6,568.27
			TOTALS FOR GEOTECHNICAL AND ENVIRONMENTAL CONSULTAN		532.50
			TOTALS FOR GORMAN COMPANY		769.18
			TOTALS FOR MAILFINANCE INC		823.26
			TOTALS FOR HAWKINS, INC.		360.00
			TOTALS FOR HEAT WAVE OF FLORIDA, INC.		500.00
			TOTALS FOR SOUTHEASTERN PAPER GROUP		2,000.71
			TOTALS FOR INFLATABLE PARTY EXPRESS, INC.		100.00
			TOTALS FOR INTERNET MEDIA TECHNOLOGIES, INC.		1,150.00
			TOTALS FOR ANTHONY LIBERTI		250.00
			TOTALS FOR LOWES		536.91
			TOTALS FOR MANN-ICURE LAWN SERVICE AND LANDSCAPING		2,130.33
			TOTALS FOR BRIAN MULLANY		400.00



06/30/2016 14:07
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 2
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 06/30/16
			TOTALS FOR MUNIS		1,762.50
			TOTALS FOR NAPA OF INVERNESS		94.63
			TOTALS FOR PARTY TIMES RENTAL		1,069.30
			TOTALS FOR PYROTECH FIREWORKS, LLC		7,000.00
			TOTALS FOR SAND/LAND OF FL ENTERPRISE INC		80.00
			TOTALS FOR REBECCA SCHAMLSTIG		70.00
			TOTALS FOR SOFTWARE HOUSE INTERNATIONAL		12,920.30
			TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC		5,028.66
			TOTALS FOR SUNBELT RENTALS INC		428.50
			TOTALS FOR UB REFUND		75.00
			TOTALS FOR UNIFIRST CORPORATION		76.07
			TOTALS FOR VANCE, GEORGE III		300.00
			REPORT TOTALS		64,147.47

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

June 21st, 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 Ryan
Vice President McBride
Councilwoman Hepfer
Councilwoman Bega
Councilman Hinkle
Mayor Plaisted

Also present were City Manager DiGiovanni, City Attorney Williams, Asst. City Manager Williams, Community Development Director Day, Finance Director Chiodo, 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

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

PUBLIC HEARINGS

None

OPEN PUBLIC MEETING

None

SCHEDULED APPEARANCES

6)a) Elaine Bamford – Citrus County Dementia Friendly America - Elaine Bamford addressed City Council, and introduced members from her team. She stated that one out of eight people over the age of 65 will have dementia, and in this county alone we have over 6,400 people with dementia Their Goals are to educate people and set up accommodations for families in crisis. They requested the City’s support and asked consideration in allowing them to utilize the Valerie Theatre for education – Dementia Awareness Month for an evening in November.

Galín Spínka clarified the contents and intent of a letter of support would support interviews of employees to determine their knowledge and determine the “fixes” for education.

Councilman Hinkle stated his support of a letter of support and making the Theatre available for their use in November.

Councilwoman Hepfer concurred and noted a most recent encounter in her family with this.

Heather Yates spoke of her father who has recently been diagnosed with Alzheimer's and we need to educate community on how to deal with this disease.

City Manager DiGiovanni noted that the IGC might be a better facility to hold this event regarding availability and there is a larger parking area here.

It was noted that this organization meets at the Sheriff's Office at 4:00pm on Thursdays.

MAYOR'S LOCAL ACHIEVEMENT AWARDS

None

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 06/07/16*
 - Recommendation – Approval
- c) Proclamation – “Hispanic Heritage Month”*
 - Recommendation – Approval

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

CITY MANAGER'S REPORT

10)a) Sweetwater Pointe – Resolution was addressed. At the previous meeting of City Council, a Resolution was passed to establish the potable water project district in Sweetwater Pointe subdivision, located outside the City limits. To continue, the City is obligated to pass a second Resolution that sets a Public Hearing to be held August 2, 2016, at 5:30pm. A notice of the Public Hearing is additionally to be published in the local newspaper on two separate date prior to the Public Hearing and the City Clerk shall provide written notice to all affected property owners, setting the time and place for the Public Hearing and the amount of the assessment.

Councilwoman Hepfer motioned to have the Clerk read Resolution 2016-08 by roll call vote. Seconded by Councilman Hinkle. The motion carried.

RESOLUTION 2016 – 08

A RESOLUTION OF THE CITY OF INVERNESS, FLORIDA, PROVIDING FOR A PUBLIC HEARING AS TO THE PROPRIETY AND ADVISIBILITY OF MAKING SPECIAL IMPROVEMENTS IN THE AREA DESIGNATED AS SWEETWATER POINTE SPECIAL ASSESSMENT DISTRICT, SETTING FORTH THE COSTS THEREOF, MANNER OF PAYMENT THEREOF, AMOUNT TO BE ASSESSED AGAINST EACH PROPERTY SO IMPROVED; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilwoman Hepfer motioned to adopt Resolution 2016-08 by roll-call vote. Seconded by Councilman McBride. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilman Hinkle, yes; Councilman McBride, yes; President Ryan, yes. The motion carried.

10) b) Emergency Purchase Declaration – Lightning Path Study – City Manager DiGiovanni noted how on several occasions the City has suffered significant and costly damage to several critical facilities for potable water and wastewater treatment. Expert opinion advises that with each occurrence, protective elements of the system will continue to deteriorate and protection is failing at the 581 Water Plant and the Waste Water Treatment Plant. Corrective action requires that we proceed rapidly to improve the lightning protection that is barely working. The firm of Advanced Engineering Design, (AED) is able to provide what is necessary, and has the experience to accomplish what is needed in the quickest timeframe possible. We have secured a proposal from AED in the amount of \$42,617.24 to complete a Lightning Path Study, Infrastructure Protection Design and Construction Administration.

Council is encouraged to take action to declare an emergency condition exists, and waive the purchase system formalities to enable the finality of this corrective action. Currently the AED proposal to evaluate the entirety of the system and problem is \$35,000. This will be coming back to Council as the project advances. For clarification, everything will be reviewed and audited by the City's auditors.

Councilwoman Hepfer has no problem with this action, and time is an issue.

Councilman McBride questioned the emergency situation with City Manager speaking to the lightning strike that dealt with pipe. He noted how lightning has found a path, and the need for an analysis to be done to find a fix and this is quick way to get an analysis.

Councilman Hinkle motioned to declare an emergency, and waive the bid threshold purchasing requirements and authorize the City Manager to execute and proceed with the AED proposal to achieve corrective action. Seconded by Councilwoman Hepfer. The motion carried unanimously.

10)c) Inter-Agency Agreement for County Radio System & Dispatch – City Manager DiGiovanni explained that he met with Sheriff Dawsy regarding the County owned radio system. The conversation led to coming up with a way to pay for the system which they purchased. County Government would like it to be funded by who use it, as opposed to who it benefits, which should be a general cost of government, because an emergency radio system provides benefit to every piece of land in Citrus County. We are already taxed through general taxation, and is funded through that. It was noted that County government was going to unilaterally terminate a 40-year agreement, which they can't just do, and the Sheriff asked them to delay that action until a conversation occurred among the parties. This conversation has not yet occurred, but there seems to be a pathway in place. He spoke to the cost of the system and is asking Council to see what is reasonable and rational. We should not overlook that we are taxed and pay fully to school board, sheriff, etc., so why should we pay more as to where we live. City Manager referenced information received from Property Appraiser that property values have dropped again, and money will need to be cut from other services in order to pay for this. He spoke to details of the agreement with the Sheriff's Department currently and

what that involves. The City knows our goals and objectives and funds must be allocated to move the City forward. City Manager DiGiovanni spoke to Parks and Recreation and how Whispering Pines Park is being looked at as a solid venue for concerts in the future and how the high cost of the park is not what is in it, but the number of people using it. He asked that they discuss this radio issue and the amelioration of cost.

Mayor Plaisted questioned the type of system and if this was an upgrade or a new system.

Councilman Hinkle stated this has been going on for 6 year regarding the Interlocal for Whispering Pines Park. This is part of doing business, not double taxing for what we already paid for. They need to give us a real cost and come to the table with information.

Councilwoman Hepfer has dispatched before and the only thing that changes is the address. Has not seen any justification for the cost.

Councilman McBride was befuddled by this and is an unusual item to come to us. If we don't draw the line here, this will lead to other charges. Very disappointed and irritated!!

Councilwoman Bega agrees with all comments and it seems like the County is looking for other avenues of revenue.

President Ryan questioned who came up with this, we can't answer that. Need County to talk to us without pulling numbers out of air.

Mayor Plaisted asked what steps can be taken at this time, legally or otherwise, with City Manager stating that without losing sight of history, we have never singled out on who come to events, etc. and we should not get into an argumentative posture. This is not for Council to worry how to challenge, but if County comes up with a cost we need to see what we must cut regarding what is paid to the County from the City's budget.

Councilman McBride feels he and people of the City would be cheated if additional fees are imposed for dispatch services and need to pursue this issue.

10)d) Sheriff/School Traffic Control Agreement – was addressed with City Manager DiGiovanni stating that we as a municipality are obligated to staff crossing guards where a qualifying intersections exists. This has a \$310 increase.

Councilwoman Hepfer motioned to accept the agreement with the Citrus County Sheriff's Office for School Crossings through the 2017 School Year that will commence this August, and authorize that the Council President executes the documents. Seconded by Councilman McBride. The motion carried unanimously.

10)e)FLC Voting Delegate was addressed by City Manager DiGiovanni who referenced attached agenda information by the Florida League of Cities for the upcoming Statewide City Conference. Council is asked to select one to serve as the representative voting delegate for Inverness at this year's League Conference. The selected party will be required to attend business meetings, participate in discussion and vote the interests of our City.

Councilman McBride motioned to appoint Council President Ryan to represent Inverness at the Florida League of Cities 2016 Annual Conference. Seconded by Councilman Hinkle. The motion passed unanimously.

10)f) Personnel Manual (verbal) City Manager stated that the new document is close to final and at a stage to be presented to Council. He noted that City Council has voted every one of the policies in this manual. Current document has been in place since 80's

with changes. City Council allows City Manager to interpret it administratively, but not change it. Intent of the document is understood, but suffers with disciplinary structure, etc. and is archaic. Spoke to collective bargaining and how it prevails in certain areas, and over course of many years how we make the manual work. City Manager spoke of so many changes in society and the workplace and how they are used now. At some point Council will receive document to read, and a workshop will be set to ask questions and eventually vote the document. Look for a meeting on this sometime in September/October.

City Manager DiGiovanni additionally reported on the following:

- Finance Director Chiodo's participation last week at a statewide government accounting conference brought forward that the City of Inverness was used by a presenter to display fiscal stewardship in a very proactive manner. This is not only about staff but the support by the Elected officials that makes this possible.
- There still is no correspondence or conversation on Mutual Aid Agreement for Fire Services.
- Tampa Bay Regional Planning Council has contacted the City to join them in the amount of \$2,000 yearly. This would mainly involve the Tampa Bay area and ask to be contacted in about 5 years to seek our involvement.
- Spoke to upcoming events such as Bass Fishing Tournament, and after this weekend we will "blow things up" during the Patriotic Evening.

COUNCIL/MAYOR SUBJECTS

Mayor Plaisted thanked City Clerk and Deputy City Clerk for their involvement with Flag Day, and looking forward to 4th of July event.

Councilwoman Bega noted the recognition of the City through Finance Director's leadership.

Councilman Hinkle thanked everyone for support during his recent surgery. Noted the number of people retiring from the school system and kudos to them. Commended the Dementia Awareness organization, and spoke to the Hospital Foundation Board moving forward. Looking forward to the 3rd of July.

Councilwoman Hepfer agreed with what Councilman Hinkle stated regarding the staff and it couldn't be any better. Spoke to the Rotary Auction and winning a painting created by a Key Training member and would like to have their work display in our building. She asked City Manager to explain Safe Haven and Safe Place at the Inverness Fire Department. Spoke to the Dementia Awareness statistics.

Councilman McBride attended the "Church Folks 2" play at the Valerie Theatre, and an open house on June 9th regarding I75 Relief project. He spoke to self-driving cars and the need to factor that in with roads being built for future use. MPO meeting today and spoke to 41 North and Suncoast II, may speed up funding for 41N. Enjoyed Flag Day.

President Ryan spoke to Flag Day and was honored to lead the pledge, though it was hot and needs a cover. Friday Night Thunder is always fun. Stated that Council has best interest of residents at heart in all that is done.

CITIZENS NOT ON AGENDA

Karen Esty agreed regarding radio system with Sheriff's Dept. Stated that the County has been saving money by not paying for Whispering Pines Park and wonders where that money has gone. Glad for the support of Alzheimer's group and spoke to the importance of educating people on this issue.

Meeting Adjourned @ 7:14pm

City Clerk

Council President

Agenda Memorandum – *City of Inverness*

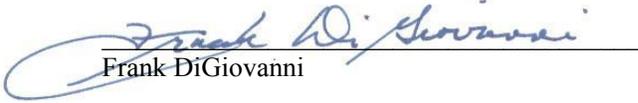
DATE: June 29th, 2016
ISSUE: Appoint Member to Code Enforcement Board
FROM: City Manager
CC: City Clerk
ATTACHED: Completed City Board Member Application

Mr. Gary Brian Hamner, resident of the City, has completed an application to express interest to serve in a volunteer capacity as a member of the Code Enforcement Board. The addition of Mr. Hamner will bring the Board to a workable number, but the Code Enforcement Board remains in need of Alternate Members. We ask Elected Officials to please recruit people you know that may be interested to serve.

Recommended action -

If the applicant and submittal are satisfactory, please motion, second and vote to appoint Gary Brian Hamner as a volunteer member to the City Code Enforcement Board to a three year term.

Thanking you in advance for your attention to this matter.


Frank DiGiovanni

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

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DEPARTMENT OF DEVELOPMENT SERVICES

212 West Main Street
Inverness, FL 34450-4801
(352) 726-3401

Building & Zoning Division
Fax (352) 726-5473

APPLICATION FOR SERVING ON CITY BOARDS

1. Name Gary Brian Hamner Home Phone 843-475-3949

2. Home Address 518 Poinsettia Ave

3. Business Bus. Phone

4. Business Address

5. Brief resume of education and experience: Retired Chief of Police South Carolina. Law Enforcement Training and business admin.

6. Are you a registered voter? Yes No Precinct#

7. Are you a resident of the City? Yes No

8. Do you own property in the City? Yes No

9. Do you hold a Public Office? Yes No

10. Are you employed by the City? Yes No

11. At present, do you serve on a board or committee of either the city or county? Yes No
If "yes", name:

12. Please check the boards and/or committees you are interested to serve on:

- Planning & Zoning Commission
Zoning Board of Adjustment
Code Enforcement Board (must be a resident of the City)
Community Redevelopment Agency
Architectural/Aesthetic Review Committee
Law Enforcement Pension Board

13. Committee or Boards you have served in the past:

14. Why do you believe you are qualified to serve on this board/committee? I am community minded with the belief that all residents should get involved.

15. Would you consider serving on another board or committee other than the one(s) you selected above? Yes No

16. Until such time you are selected for the board or committee of your choice, may we submit your application when vacancies occur rather than phone you? Yes No

NOTE: (1) Application will remain active for one (1) year from submittal date.
(2) If appointed, you are required to complete a Financial Disclosure form.

SIGNATURE DATE 05-18-16
*APPLICATIONS REMAIN ON FILE FOR 6 MONTHS

Agenda Memorandum – *City of Inverness*

DATE: July 1, 2016
ISSUE: Visit Florida Tourism & Marketing Grant Agreement & Resolution
FROM: City Manager
CC: Finance Director, IEVB Director
ATTACHED: Memo by Liz Fernley
Budget Resolution
Visit Florida Grant

Previously it was announced that we would pursue a grant opportunity through Visit Florida as a means to commence development of a web page and other items to bring together to promote the 4-City initiative being “joined” marketing. Inverness conceived and continues to take the lead with this concept that will benefit this community and the others involved. All will become benefiting partners once fully unveiled and operational.

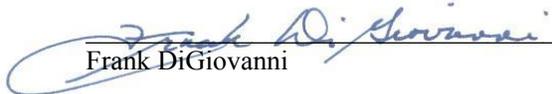
We are pleased to announce our submittal was funded at a project amount of \$10,000, using a 50/50 ratio match. The City portion will be funded by existing funds dedicated for tourism. The award must be formally recognized by City Council as an unanticipated review, and included into the current budget for application as intended. Enclosed is an enabling Resolution to recognize the revenue and appropriate it as an expenditure. The campaign is being led by Inverness, and this will move the project much closure to a positive “launch” date.

Equally important is for City Council to accept conditions of the Grant Agreement that is additionally enclosed. The program is straight forward and fits this initiative well.

Recommended Action –

To commence, please motion and second to accept the State of Florida Visit Florida Tourism Grant and authorize that the City Manager execute the documents.

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


Frank DiGiovanni

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

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SmallTownDoneRight.com

Inverness Event & Visitors Bureau

212 W. Main Street Inverness, FL 34450
(352)726-2611 option 7
events@inverness-fl.gov

Sharon Skeele-Hogan, Director of Special Events
Liz Fernley, Events Coordinator

MEMORANDUM

To: Frank Di Giovanni, City Manager

From: Liz Fernley, Event Coordinator

CC: Debbie Davis, City Clerk
Sheri Chiodo, Director of Finance

Date: June 29, 2016

Reference: Resolution – Visit Florida Cultural, Heritage, Rural and Nature (CHRN) Grant Letter of Agreement

Summary

The City of Inverness was recently awarded a Visit Florida Cultural, Heritage, Rural and Nature (CHRN) Marketing Grant in the amount of \$5,000. This grant award will assist in developing a professional marketing campaign for a multi-county campaign concentrating on Inverness, Brooksville, Floral City and Dunnellon as a “scenic trail” rich in history and overflowing with modern day attractions such as the Withlacoochee State Trail. The first year campaign will include a website, brochures and digital advertising.

Background

This marketing campaign is inspired by other notable tourism trails such as New Mexico’s Turquoise Trail that links Santa Fe and Albuquerque and scenic highways like the Tamiami Trail through the Florida Everglades. The Cities’ envision engaging materials that will speak to tourist on an interest level from those who love history to those who favor outdoor destinations packaged in a visual trail format.

The City will lead the marketing effort and is confident this marketing campaign will reach all targeted audience including history and cultural visitors and ecotourists.

This project is an excellent opportunity for the cities on this trail to tout noteworthy natural and outdoor attractions such as the designated natural landmark Rainbow Springs State Park, Fort Cooper State Park, Whispering Pines Park, etc.

Fiscal Impact to City:

Total Budget \$10,000 1:1 match of non-state dollars from the City of Inverness with reimbursement grant funds of \$5,000 from Visit Florida.

Contract Terms

The grant is active from the execution of the letter of agreement through June 15, 2017.

Recommendation

Staff recommends the adoption of the letter of agreement.



FINANCE DEPARTMENT

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

Memorandum

To: Frank DiGiovanni, City Manager

From: Sheri Chiodo, Director of Finance

CC: Debbie Davis, City Clerk
Paula Carnevale, Assistant Finance Director

Date: June 29, 2016

Reference: Visit Florida Grant - Budget Resolution

SUMMARY/BACKGROUND

The City was awarded a Cultural Heritage Rural Nature Grant from the Florida Tourism Industry Marketing Corporation, doing business as VISIT FLORIDA. The grant was awarded in the amount of \$5,000 with a \$5,000 matching contribution from the City for a total project cost of \$10,000. The purpose of the grant is a tourism campaign that will provide a cohesive tourism identity for a multi-county campaign concentrating on Inverness, Brooksville, Floral City and Dunnellon as a destination for those visitors interested in heritage, culture and nature. These partners have committed to building a sense of place through telling the story of the phosphate rush that built the groundwork for a unique old Florida experience.

FISCAL IMPACT

The grant award was not appropriated in Fiscal Year 2016 and was not foreseen at the time of budget development. Florida Statute and City Ordinance 2015-711 (budget ordinance) provides for the amendment of the City's budget for unforeseen revenues received within a single fiscal year by resolution. Furthermore, since the funds were unforeseen during the development of the Fiscal Year 2016 Budget, a public hearing to appropriate the funds is not required.

By adoption of the budget amendment resolution, an appropriation of \$10,000 will be made in Fiscal Year 2016 to fund the tourism campaign through the Inverness Events and Visitor's Bureau (IEVB).

RECOMMENDATION

Recommendation is made for Council to adopt the Resolution by roll call vote; recognizing the \$5,000 grant proceeds from Visit Florida and appropriating said revenues and matching funds contribution in the amount of \$5,000 from Other General Government to the General Fund IEVB for the purpose of the tourism campaign.

**Cultural Heritage Rural Nature Grant Program
Letter of Agreement between
Florida Tourism Industry Marketing Corporation,
doing business as VISIT FLORIDA®,
and City of Inverness**

VISIT FLORIDA, as administrator of the Cultural Heritage Rural Nature Grant Program (Grant Program) has approved the application for Grant funds submitted by the **City of Inverness** (GRANTEE). By reference, the application attached as Exhibit B is hereby made a part of this Agreement.

The GRANTEE hereby accepts the award of the Grant Program authorized by VISIT FLORIDA and certifies eligibility for the receipt of grant and adherence to the guidelines for the Grant Program attached as Exhibit A.

The parties agree as follows:

- I. The GRANTEE agrees to:
 - a. Expend all grant funds awarded to execute marketing programs to promote tourism advantages of the State of Florida through advertising, direct mail, brochure production, website development, and other related programs. GRANTEE agrees to perform all acts in connection with this Agreement in full compliance with the guidelines for the Grant Program, attached as Exhibit A.
 - b. All marketing must include the VISIT FLORIDA Grant Logo in compliance with the Grant Logo Guidelines. The VISIT FLORIDA Grant Logo Guidelines can be found in the Grants Toolkit or [click here](#).



- c. Provide VISIT FLORIDA with statistical, narrative, financial and other evaluative reports as requested.
- d. Retain and make available to VISIT FLORIDA, upon request, all the financial and programmatic records, supporting documents, statistical records, and other records for the project.
- e. Retain all records for a period of five years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five year period, whichever is later.
- f. Establish and maintain a proper accounting system in accordance with generally accepted accounting procedures. Use and maintain adequate fiscal authority, control, and accounting procedures that will ensure proper disbursement of, and accounting for, project funds.
- g. Perform all acts in connection with this Agreement in strict conformity with all applicable laws and regulations of the State of Florida.
- h. Not use any grant funds for lobbying the legislature, the judicial branch, or any state agency.

- i. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the Agreement.

II. VISIT FLORIDA agrees to:

- a. Provide a grant in accordance with the terms of this Agreement in consideration of the GRANTEE's performance herein under, and contingent upon funding by the Legislature, VISIT FLORIDA's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this Agreement is dependent are withdrawn, this Agreement is terminated as VISIT FLORIDA has no further liability to the GRANTEE beyond that already incurred by the termination date.
- b. The grant amount awarded shall be calculated in accordance with the guidelines for the Grant Program.

III. The GRANTEE and VISIT FLORIDA mutually agree that:

- a. This instrument embodies the whole Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representation, or Agreements either verbal or written, between the parties. No amendment shall be effective unless agreed to in writing and signed by the parties.
- b. The Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this Agreement. If any matter arising out of this Agreement becomes the subject of litigation, venue shall be in Leon County.
- c. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement shall remain in full force and effect and such term of provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default.
- e. This Agreement shall be terminated by VISIT FLORIDA because of failure of the GRANTEE to fulfill its obligations under the Agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by GRANTEE shall be determined by VISIT FLORIDA, based on the terms and conditions imposed on the GRANTEE in paragraphs I and III of this Agreement and guidelines for the Grant Program. VISIT FLORIDA shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to resolve the default. If the default is not resolved by GRANTEE within the stated period, VISIT FLORIDA shall terminate this Agreement, unless the GRANTEE demonstrates good cause as to why it cannot resolve the default within the prescribed time period. For purposes of this Agreement, "good cause" is defined as circumstances beyond the GRANTEES's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address.
- f. VISIT FLORIDA shall unilaterally cancel this Agreement in the event that the GRANTEE refuses to allow public access to all documents or other materials made or received in

regard to this Agreement that are subject to the provisions of Chapter 119, Florida Statutes. GRANTEE agrees to immediately contact VISIT FLORIDA for assistance in the event that it receives a public records request related to this Agreement or the grant that it awards.

- g. VISIT FLORIDA shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.
- h. VISIT FLORIDA shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants, or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act, or negligence to VISIT FLORIDA. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
- i. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold VISIT FLORIDA harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this Agreement and shall investigate all claims at its own expense.
- j. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the grant.
- k. The GRANTEE, its, officer, agents, and employees, in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of VISIT FLORIDA.
- l. The GRANTEE shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of VISIT FLORIDA.
- m. This Agreement shall bind the successors, assigns, and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of VISIT FLORIDA.
- n. If the GRANTEE is in noncompliance with any term(s) of this grant Agreement or any other grant Agreement with VISIT FLORIDA, VISIT FLORIDA may withhold grant payments until the GRANTEE comes into compliance.
- o. Unless there is a change of address, any notice required by this Agreement shall be delivered

To:

GRANTEE: City of Inverness
Attn: Frank DiGiovanni
212 W Main Street
Inverness, FL 34450

VISIT FLORIDA: Heather Collins, Contracts Manager
2540 W. Executive Center Circle, Suite 200
Tallahassee, FL 32301

IV. Grant Reimbursement:

GRANTEE must provide VISIT FLORIDA with an invoice not to exceed \$5,000 within 60 days after the completion of the event/project or before June 15, 2017 as outlined in the Grants Application, attached in Exhibit B. No funds will be allocated for any documentation received after June 15, 2017.

GRANTEE must include the following to VISIT FLORIDA:

- a. Grant reimbursement requests must be in the form of an invoice from the GRANTEE to VISIT FLORIDA, and be forwarded to VISIT FLORIDA at grants@visitflorida.org.
- b. All grant funds expended must be related to the event/project as outlined in Exhibit B. All project costs must be paid in full and have been incurred during the period of July 1, 2016 through June 15, 2017.
- c. GRANTEE must provide the following with the grant reimbursement request:
 1. Copies of the paid invoices with a description of the products purchased or services rendered on 3rd party invoice.
 2. Proof of payment which includes copies of the bank-issued cancelled checks (front and back), or credit card receipts with the credit card statement.
 3. Proof of performance which includes copies of the work completed, see below for specific examples:
 - i. Printing/Graphics expenditures by GRANTEE must include all third party related invoices, proof of payment, and proof of performance. Proof of performance includes copies of printed material or copy of graphics developed related to the grant project.
 - ii. Travel expenditures by GRANTEE must be related to the grant event/project. All expenses submitted to VISIT FLORIDA for reimbursement must have proof of expenses and proof of payment.
 - iii. Contracted Services expenditures by GRANTEE must include invoices with details of services provided that are related to grant project, proof of payment, and proof of performance. Proof of performance must demonstrate proof of completion of services provided.
 - iv. Media expenditures by GRANTEE must include all third party related invoices, proof of payment, and proof of performance are required. Proof of performance may include copies of advertising elements (print, broadcast, digital, out of home and social media) displaying/including the VISIT FLORIDA logo/tagline and any analytical reporting received, such as impressions, click throughs or distribution.
 1. Print advertising copies must include date of publication and name of the publication on the copy provided to VISIT FLORIDA.
 2. Digital advertising copies must include screen shots displaying website address on the copy provided to VISIT FLORIDA.
 3. Out of home advertising must include photos of advertising with location of the advertisement.
 4. Social media advertising must include screen shots displaying the social media platform used by GRANTEE.
 5. Broadcast advertising must include a copy of the air radio/tv spot or script if live read, and time log with station warranty statement or notarized time log.
 - v. Technical/Production expenditures by GRANTEE must include all third party related invoices, proof of payment, and proof of performance are required. Proof of performance may include copies of created elements for advertising/marketing purposes.
- d. If matching funds are from sources other than the GRANTEE then provide the source and the amount of the funds, and a letter from the organization providing the funding assistance and proof of payment.
- e. If services are donated to GRANTEE, the in-kind service must be documented by providing a detailed breakdown using one of the following options:
 1. Invoice from in-kind provider marked "Donated Services".

- 2. Letter from in-kind provider explaining the donation in detail, to include value of donation.
- 3. Completed in-kind donation form provided by VISIT FLORIDA from in-kind provider. The form can be found at www.VISITFLORIDA.org/grants in the Grant Toolkit.
- f. Each GRANTEE must provide a post marketing plan and proof of performance for marketing elements outlined in the marketing plan. The post marketing plan is documentation of the media/marketing elements outlined to show what was completed, when it was completed, how it was completed, and who it was completed by.
- g. Each GRANTEE must provide a ROI (Return on Investment) report that includes the results of your program/event.
- h. GRANTEE must be a current Partner with VISIT FLORIDA.

V. The term of this Agreement will commence on the date of execution of the grant Agreement.

The parties agree that the execution of this Agreement may be by electronic signature and maintained and transacted by electronic record.

THE APPLICANT/GRANTEE

 Authorized Signer for GRANTEE

 Typed Name

 Date

VISIT FLORIDA

 Heather Collins, Senior Contracts Manager

 Date

EXHIBIT A

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 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.

EXHIBIT B

Application: Phosphate Trail Marketing Campaign: A Tale of Four Cities Historic, Cultural and Natural Sites | 1220

Started at: 1/26/2016 5:26 PM - Finalized at: 2/08/2016 2:10 PM

Round: Main

Page: General Information

Question	Answer
	<p>This page is the START of your application. Be sure to read all the guidelines and eligibility requirements before selecting the best grant for your organization.</p> <p>You don't have to complete the application at one time. You can start and stop it, as needed. If you are missing any required information, the program will not allow you to submit your application until those fields are completed.</p>
	<p>1. Applicants can only submit one application per grant category.</p> <p>Example: an applicant may apply for a Small Business grant for one project, and a CHRN-Marketing grant for another project. So long as the projects are in no way related to one another.</p> <p>Example: The applicant CANNOT apply for two Small Business grants, even if they are for different projects.</p>
	<p>2. In-kind must be from 3rd party vendors, for services or goods provided.</p>
	<p>3. Marketing efforts CANNOT include VISIT FLORIDA opportunities, i.e. Welcome Center brochure distribution or VISIT FLORIDA produced publications.</p>
	<p>4. Staff salaries are NOT eligible toward matching funds.</p>
	<p>5. Total dollar values for the Budget-Expenses and Budget-Income pages, must be a summation of all the dollar values listed on the page. The Expense and Income total values must match.</p>
	<p>Please be sure to check out our Frequently Asked Questions (FAQ's) page in our Grants Toolkit, for more assistance on the program and questions.</p>
<p>Application Requirements and Eligibility Confirmation</p>	
<p>Application Confirmation</p> <p>Please type your name in the space below, to confirm that you have read, understand and will</p>	<p>Elizabeth Austin</p>

adhere to all the requirements and eligibility guidelines for the VISIT FLORIDA grant program.

To review the eligibility, selection criteria and reimbursement requirements for all grants, click on the "Grant Category" link at the top of the page, before confirming.

Grant applications and any materials included in the applications are subject to Chapter 119, F.S., Florida's public records law. These laws grant the right to any person to inspect any non-exempt public record.

Applicants are responsible for familiarizing themselves with the application of Florida's public records law and properly declaring, substantiating and defending any confidentiality claim or exemption concerning any submitted information as required by Florida Law.

If the application contains information that the applicant believes constitutes trade secrets, intellectual property, proprietary information, or information protected by a specific statutory exemption, the information should be clearly identified with particularity and marked confidential. If a public records request is made involving documents with declarations of confidentiality, VISIT FLORIDA will notify the applicant so that the applicant may substantiate and defend the claim. VISIT FLORIDA will not provide legal representation to assert a confidentiality claim.

Page: Organizational Designation

Question	Answer
Company Name	City of Inverness
First Name	Frank
Last Name	DiGiovanni
Email Address	events@inverness-fl.gov
Office Phone Number	352-726-2611 x 1306
Cell Phone Number	727-460-1909
Project/Program/Event	Phosphate Trail Marketing Campaign: A Tale of Four Cities Historic, Cultural and Natural Sites

Name	
Mission/Purpose of project/program/event Provide a mission/purpose statement about the project/program/event that you are planning on doing, NOT the company mission statement.	This campaign will provide a cohesive tourism identity for a multi-county campaign concentrating on Inverness, Brooksville, Floral City and Dunnellon as a destination for those visitors interested in heritage, culture and nature. These partners have committed to building a sense of place through telling the story of the phosphate rush that built the groundwork for a unique old Florida experience.
Grant Selection	Cultural Heritage Rural Nature > CHRN - Marketing
CHRN-Marketing Grant Amount Requested Please provide the amount you are requesting from VISIT FLORIDA for your grant application. Enter whole numbers only. Do not use commas. Do not use the \$.	5000
<p>Available Grant Max Amounts</p> <ul style="list-style-type: none"> • Advertising (Max of \$2,500) • CHRN-Education (Max of \$2,000) • CHRN-Marketing (Max of \$5,000) • Minority (Max of \$40,000) • Small Business (Max of \$5,000) 	
VISIT FLORIDA Active Marketing Partner Are you a current VISIT FLORIDA Marketing Partner?	Yes
501(C) Not-for-Profit	No

Corporation	
Public entity governed by a county, municipality, school district, community college, college, university or an agency of state government	Yes
Local Government List the County(ies) that your project/program/event will take place in.	Citrus, Marion and Hernando

Page: Required Vendor Forms

Question	Answer
<p>All applicants must submit a current W-9 form, and completed Vendor Minority Letter with their application.</p> <p>If you do not have a current W-9 form, please go here for the current form.</p>	
<p>W-9</p> <p>Attach a copy of your completed and signed W-9 Form. Be sure that your legal name is listed in field #1.</p>	<p>Download File</p>
<p>We are required to report to the Governor's Office the name, address and amount of expenditure which we have with any minority vendor. Under Chapter 288 Section 703, Florida Statutes, minority vendors include organizations owned at least 51% by a person or persons in one of the following minority categories:</p> <p>African American, Asian American, Hispanic American, Native American, and Non-Minority women. We are also required to report the name, address and amount of expenditure which we have with any Service-Disabled Veteran Business. Under Chapter 295 Section 187, Florida Statutes, a service-disabled veteran business is at least 51% owned by one or more service disabled veterans. Please complete the section below that applies to your company.</p>	
<p>Legal Name</p> <p>This must match line</p>	<p>City of Inverness</p>

1 on your W-9 form	
D.B.A. (if different than above) This must match line 2 on your W-9 form.	
Address	CountryCode: United States State: Florida City: Inverness Street: 212 W. Main Street Zip: 34450 Line2:
Is the business shown above a Service-Disabled Veteran Business?	No
Select Only One If the business shown above is owned by a minority vendor, check your qualifying minority status. Otherwise select "Not a Minority Owned Business."	Not A Minority Owned Business
Signature By typing your name in this field, you hereby certify that the information contained above is true and correct to the best of your knowledge.	Elizabeth Austin
Title	Event Coordinator
Date Signed	2/5/2016

Page: Project/Program/Event Name for Grant Amount Request

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Question	Answer
Enter the start and end dates of your project/program/event. All project/program/event 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. If you are hosting a two day event, please enter the start and end date of that event.	
Start Date	7/1/2016
End Date	6/15/2017
Are you applying for any other grants through VISIT FLORIDA?	No
Is this a repeat of a project/program/event?	No

Page: Project/Program/Event Information & Details

Question	Answer
Briefly describe the project/program/event in clear and concise terms.	See attached.
Attachment You may choose to attach a copy of your project/program/event description here. However, be sure to put "See attached" in the section above.	Download File
Detail your strategy for marketing the proposed project/program/event.	See attached.
Attachment	

You may choose to attach a copy of your Marketing strategy plan here. However, be sure to put "See attached" in the section above.

[Download File](#)

Detail your plan for implementing the proposed project/program/event.

See attached,

Attachment

You may choose to attach a copy of your implementation plan here. However, be sure to put "See attached" in the section above.

[Download File](#)

Provide a timeline and marketing plan with expected goals.

See attached.

Attachment

You may choose to upload a copy of your Timeline and Marketing Plan here. However, be sure to put "See attached" in the section above.

[Download File](#)

Describe your project/program/event's economic impact in the community.

See attached.

Attachment

You may choose to upload a copy of

[Download File](#)

your Economic Impact here. However, be sure to put "See attached" in the section above.	
Letters of Support Attach up to three letters of support below.	Download File
FileUpload 4ec3b8a9-f4a6-494f-aa43-3a5531789847	No File Uploaded
FileUpload 5a5f16fe-2c88-423c-b063-fe7c2f8bd4b8	No File Uploaded
Will this project/program/event happen without VISIT FLORIDA funding?	Yes
Give an explanation as to why this funding is needed.	Yes, the campaign would eventually start, but at a much slower pace. This funding is the jumpstart to energize the city partners, three counties and tourist development councils. This funding is needed to provide key support and the added value of being part of the Visit Florida Cultural, Heritage, Rural and Nature (CHRN) Marketing Program starting this summer.

Page: Marketing Budget-Expenses

Question	Answer
Provide all expenses including description of services and costs needed for marketing efforts to support your project/program/event below.	
Expense Type #1	Advertising
Expense Description #1 Describe the services/goods to be provided. For Example: Advertising (print,	Digital Advertising

broadcast, digital, social media, or out of home), direct mail, brochure production, and/or website development.

Expense Amount #1 2000

Anticipated amount to be spent.

NOTE: Enter whole numbers only. Do not use comas, or decimal points. Do not enter the \$ symbol.

Would you like to add another expense? Yes

Expense Type #2 Advertising

Expense Description #2 Website development

Describe the services/goods to be provided.

Expense Amount #2 2500

Anticipated amount to be spent.

NOTE: Enter whole numbers only. Do not use comas, or decimal points. Do not enter the \$ symbol.

Would you like to add another expense? Yes

Expense Description #3 Advertising

Expense Description #3 Brochure development

Describe the services/goods to be provided.	
Expense Amount #3 Anticipated amount to be spent. NOTE: Enter whole numbers only. Do not use comas, or decimal points. Do not enter the \$ symbol.	2000
Would you like to add another expense?	Yes
Expense Type #4	Technical
Expense Description #4 Describe the services/goods to be provided.	Website hosting and maintenance
Expense Amount #4 Anticipated amount to be spent. NOTE: Enter whole numbers only. Do not use comas, or decimal points. Do not enter the \$ symbol.	500
Would you like to add another expense?	Yes
Expense Type #5	Printing
Expense Description #5 Describe the services/goods to be provided.	Brochure printing

Expense Amount #5 Anticipated amount to be spent. NOTE: Enter whole numbers only. Do not use comas, or decimal points. Do not enter the \$ symbol.	3000
Would you like to add another expense?	No
Total Estimated Expenses Provide a total for all the expense categories estimated above. NOTE: Enter whole numbers only. Do not use comas, or decimal points. Do not enter the \$ symbol.	10000

Page: Marketing Budget-Income

Question	Answer
Enter anticipated VISIT FLORIDA Grant Funds Please list the dollar value of the grant funding request. NOTE: Enter whole numbers only. Do not use comas, or decimal points. Round up if necessary.	5000
Additional Income #1	Advertising

<p>Income Description #1</p> <p>Include name/company, and brief description of the goods/services to be received.</p>	<p>City of Inverness funding</p>
<p>Income Amount #1</p> <p>Anticipated Income Amount.</p> <p>NOTE: Enter whole numbers only. Do not use comas, or decimal points. Do not enter the \$ symbol.</p>	<p>5000</p>
<p>Would you like to add another income field?</p>	<p>No</p>
<p>Non-Profit & In-Kind Donations</p> <p>Provide details for in-kind Services Donated or Other (if applicable).</p>	<p>n/a</p>
<p>Total Anticipated Income for Marketing of project/program/event</p> <p>Provide a total for the anticipated income from the list of categories listed above. NOTE: Enter whole numbers only. Do not use comas, or decimal points. Do not enter the \$ symbol.</p>	<p>10000</p>

Page: Certification Page

Question	Answer
<p>Authorized Signature</p> <p>I certify that the information contained in this application, including all attachments and support materials, is true and correct to the best of my knowledge and that I will abide by all legal, financial and reporting requirements as outlined in the Grant Program Guidelines.</p>	<p>Elizabeth Austin</p>
<p>Title</p> <p>Title of Authorized Signature</p>	<p>Event Coordinator</p>
<p>Date</p> <p>Date that this certification was signed.</p>	<p>2/5/2016</p>
<p>Grant applications and any materials included in the applications are subject to Chapter 119, F.S., Florida's public records law. These laws grant the right to any person to inspect any non-exempt public record. Applicants are responsible for familiarizing themselves with the application of Florida's public records law and properly declaring, substantiating and defending any confidentiality claim or exemption concerning any submitted information as required by Florida Law.</p> <p>If the application contains information that the applicant believes constitutes trade secrets, intellectual property, proprietary information, or information protected by a specific statutory exemption, the information should be clearly identified with particularity and marked confidential. If a public records request is made involving documents with declarations of confidentiality, VISIT FLORIDA will notify the applicant so that the applicant may substantiate and defend the claim. VISIT FLORIDA will not provide legal representation to assist a confidentiality claim.</p>	
<p>VISIT FLORIDA Attn: Grants 2540 W. Executive Center Circle, Suite 200 Tallahassee, FL 32301 Email: grants@VISITFLORIDA.org Partnership Hotline: (877) 435-2872 Option #5 for Grants</p>	

Page: Additional Supporting Documents

Question	Answer
<p>If you have additional documents you would like to submit with your application, please use the section below to upload them. If not, please go to the next page.</p>	
<p>Additional Supporting Documentation</p> <p>Please use this opportunity to upload any additional documentation for your grant application.</p>	<p>Download File</p>
<p>Upload Option</p>	<p>Download File</p>
<p>Upload Option</p>	<p>No File Uploaded</p>
<p>Upload Option</p>	<p>No File Uploaded</p>
<p>If you have more than 4 documents to be uploaded, please email: grants@VISITFLORIDA.org to request additional upload capabilities.</p>	

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Inverness

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ **Municipal Government**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) **Exempt**
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
212 W. Main Street

6 City, state, and ZIP code
Inverness, FL 34450

7 List account number(s) here (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
5	9		-	6	0	0	0	3	4	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *8/20/15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.
***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



The Phosphate Trail: A Tale of Four Cities Historic, Cultural and Natural Sites
 Visit Florida: Cultural, Heritage, Rural and Nature (CHRN) Marketing Program

Project Description

Briefly describe the project/program/event in clear and concise terms.

The Phosphate Trail tourism marketing campaign is a collaborative project spanning three counties, highlighting four cities, with a focus on the heritage, cultural and natural attractions in west central Florida. The Phosphate Trail is composed of Brooksville, Floral City, Inverness and Dunnellon, which is known as the “Rock Phosphate Ridge” see Figure

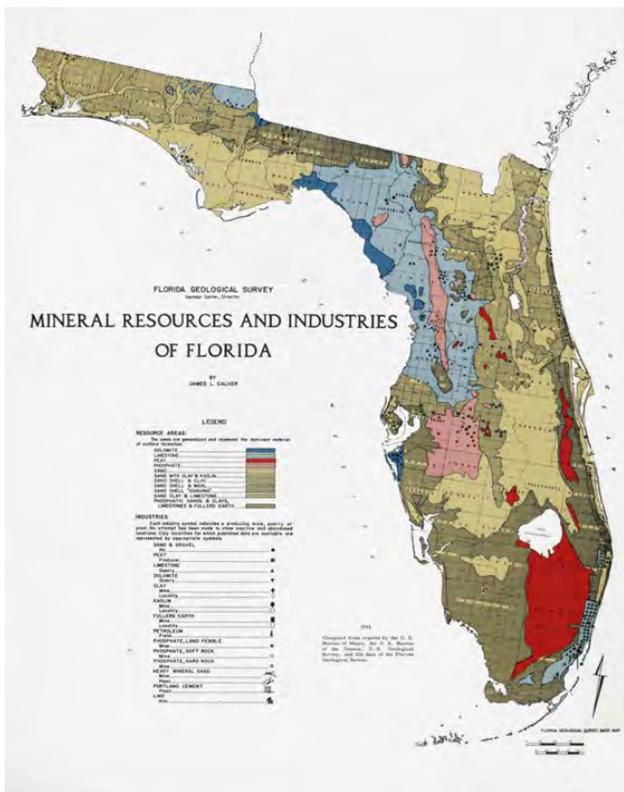


Figure 1: Map Rock Phosphate Ridge. Pic. Provided by FloridaHistory.com

1 from of Florida History.com. The Phosphate Boom of the late 1800s and early 1900s forever-changed these communities and serves as the common thread that will unravel the tale of each destination’s rich history, cultural and natural attractions.

The partner cities: Inverness, Brooksville, Floral City and Dunnellon have come together to form a partnership for the purposes of promoting the untapped tourism potential of their cities. The partnership is made up of community leaders, marketers, and historians that thoroughly understand this region’s cultural,

historical and natural resources.

The City of Inverness will serve as the lead agency and will provide all match funds in the proposed campaign. Specifically, the City will use the Visit Florida funds to implement the Phosphate Trail Marketing Campaign.



The Phosphate Trail: A Tale of Four Cities Historic, Cultural and Natural Sites
Visit Florida: Cultural, Heritage, Rural and Nature (CHRN) Marketing Program

The marketing campaign will consist of print and digital marketing materials that will engage target audiences by showcasing all four cities' top identified cultural and natural attractions and historic sites. Print and digital marketing collateral will present a cohesive brand for the startup phase of this project commencing July 1, 2016 through June 15, 2017. It is anticipated that the campaign will continue on a larger scale with additional funders in place after the startup phase.



The Phosphate Trail: A Tale of Four Cities Historic, Cultural and Natural Sites
Visit Florida: Cultural, Heritage, Rural and Nature (CHRN) Marketing Program

Marketing Strategy

Detail your strategy for marketing the proposed project

The Phosphate Trail is a marketing campaign that will lay the foundation for a brand that encapsulates the deep history of a boom era that helped shape these four cities and the

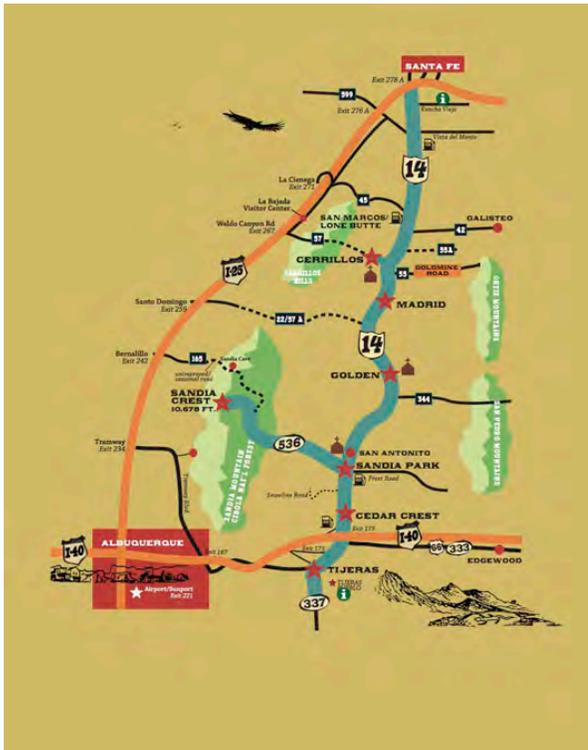


Figure 1: New Mexico's Turquoise Trail from <http://www.turquoisetrail.org>

nature that abounds. This marketing strategy is in-line with 2020 Objectives put forth by Visit Florida, specifically in creating (5) Destination Diversity—to encourage visitation to geographically diverse destinations and participation in a broader range of activities. **This campaign will provide a cohesive identity for the “phosphate cities” that have committed to building a sense of place and increasing tourism to the hidden gems of these three counties.**

The partner cities will research, plan, implement and evaluate Phosphate Trail Marketing Campaign collaboratively. The tourism engagement will center on the

heritage, culture and natural assets of these cities by way of developing branded materials for both print and web. These cities are linked by U.S. Highway 41, which runs west of the Withlacoochee State Park Trail providing for a driving tour and a walking or biking tour.

This campaign is inspired by other notable tourism trails such as New Mexico's Turquoise Trail that links Santa Fe and Albuquerque (Figure 2) and scenic highways like the



The Phosphate Trail: A Tale of Four Cities Historic, Cultural and Natural Sites
Visit Florida: Cultural, Heritage, Rural and Nature (CHRN) Marketing Program

Tamiami Trail through the Florida Everglades. The Cities' envision engaging materials that will speak to tourist on an interest level from those who love history to those who favor outdoor destinations packaged in a visual trail format.



Figure 2: African-American Phosphate Miners. Pic. from Citrus County Chronicle

Each city has astounding historical and cultural information on when phosphate went boom in the 1880s; swelling populations to numbers that dwarfed Miami at the time. ““Phosphate, at the turn of the 20th century — hard-rock phosphate was deemed by the state to be greater than the gold discovery in California,” said Frank Peters, Floral City Heritage Council chairman (Kennedy, Chronicle, Florida’s phosphate ‘gold rush’ 2012). This phosphate rush was discovered in Dunnellon and other deposits were found in nearby Inverness, Floral City and Brooksville. Each city can tell how the industry went bust as the nation entered World War I and ceased exports to Europe (Citrus County Historical Society History of Floral City webpage 2016 and Bates, Michael, Citrus County Chronicle, 2015).



Figure 3: This photo from the Covebend Phosphate & Land Company in Inverness show the conditions endured by phosphate miners in the Citrus County area. Pic. from Floral City Heritage Council

There are cultural lessons in this period that brought 10,000 residents to “phosphate trail”, mostly African Americans to work in the phosphate mines. This was not long after the end of the Civil War and nearly a half-century before desegregation. This grueling work was one of the low skill, low wage jobs available to African-Americans in this era in the south where they lived in segregated

camps. The untold stories of the lives of African-Americans who helped settle the



The Phosphate Trail: A Tale of Four Cities Historic, Cultural and Natural Sites
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“phosphate trail” are integral to the culture and history of this region.

These four small but mighty cities are home to noteworthy natural and outdoor attractions such as the designated natural landmark Rainbow Springs State Park, the longest paved multi-use trail in the state—the Withlacoochee State Trail, Fort Cooper State Park, Whispering Pines Park and the The Chassahowitzka Wilderness Area. These natural attractions will also play a high profile role in the marketing campaign—reaching the ecotourist market.

The first year of the campaign is centered on developing print collateral, e.g. brochure, booklet or rack card, and a website that provide potential visitors with engaging, off-the-beaten path historical, cultural and outdoor activities.



The Phosphate Trail: A Tale of Four Cities Historic, Cultural and Natural Sites
Visit Florida: Cultural, Heritage, Rural and Nature (CHRN) Marketing Program

Implementation Plan

Detail your plan for implementing the proposed project/program/event.

Currently, each city has historians, educators, city staff and volunteers compiling the best information in preparation for use in a future marketing campaign. This proposal will provide the startup funds to jumpstart the implementation phase of the marketing campaign.

The print component of the campaign will provide each partner with an allotment of printed collateral for use at Hernando, Citrus and Marion county Tourist Development Council (TDC) visitor centers, chambers of commerce, city partner locations and at cultural, historic and natural locations.

The plan will include distribution of information at widely-attended city cultural events such as the Boomtown Days in Dunnellon, the Blueberry Festival in Brooksville, the Fort Cooper Days in Floral City and the Great American Cooter Festival in Inverness to name a few.

The digital component of the campaign will include the development of a website PhosphateTrail.com (domain secured by the City of Inverness Jan. 2016) and digital advertising via Google Adwords and Facebook.

Online marketing campaigns in Google AdWords and Facebook will target in-state pleasure trip takers and visitors from Visit Florida's identified top two domestic markets for Florida travel: New York, New York and Atlanta, Georgia. Ranked in first and second place respectively for volume travel to Florida, these designated market areas (DMA) represent nearly 20% of 2013 domestic Florida visitors (Visit Florida 2015-16 Marketing Plan).



The Phosphate Trail: A Tale of Four Cities Historic, Cultural and Natural Sites
 Visit Florida: Cultural, Heritage, Rural and Nature (CHRN) Marketing Program

Timeline & Marketing Plan

Provide a timeline and marketing plan with expected goals.

TASK	ACTIVITIES	COMPLETION DATE
Identify and refine key historic, natural and cultural sites	Assign each city to work with local historians to define top heritage sites. Also, each city will define top cultural and outdoor sites.	08/01/16
Recruit advertising/marketing firm	Release request for bids/proposals Select agency best positioned for developing a tourism website that integrates social media and creates compelling print collateral	08/15/16
Branding	General branding concepts (colors, theme, typeface) determined	09/01/16
Advertising/marketing firm provide drafts	Provide draft website and marketing collateral	09/15/16
Stakeholder Training	Announce opportunity to share information on marketing campaign with key stakeholders that will serve as trainers to other volunteers (train-the-trainer model).	10/01/16
Prepare	Google AdWords and Facebook Advertising campaigns to start in conjunction with release of website and print collateral.	12/31/16
Final website and print materials created	Agency provide final version Partners go live with all materials	12/31/16
Outreach to media	Provide news releases to travel writers, regional publications, historical and nature writers.	01/31/15
Evaluate metrics	Monthly and final email reports from partner cities outlining performance of print collateral at sites. Collection of visitor information at designated sites. Evaluation of web metrics on website, Google AdWords and Facebook to include.	05/15/17

The marketing campaign will kick off with all four cities contributing ideas to the branding process—essential to establishing the first goal of building the image of the Phosphate Trail for visitor’s minds. Then the partner cities will work with an agency to develop print collateral and a website as major objectives. Once these items are developed the cities will reach out to media outlets for earned media and the City of Inverness will target visitors with Facebook and Google Adword paid campaigns.



The Phosphate Trail: A Tale of Four Cities Historic, Cultural and Natural Sites
Visit Florida: Cultural, Heritage, Rural and Nature (CHRN) Marketing Program

Economic Impact

The role of tourism in Florida's economy is significant, citing Visit Florida's SunshineMatters.org official data indicates that one job is created for every 85 visitors, generates 23 percent of sales tax revenues, represents 25.8 percent of lodging and 44.2 percent of dining dollars coming into the state. This data encourages the four cities to expect an increase in overnight stays, increased expenditures by visitors, reaching new visitors that otherwise wouldn't know of the historical significance of the area as well as the natural attractions.

Touting trail of towns good idea

Sunday, December 27, 2015 at 10:00 pm (Updated: December 27, 10:01 pm)

THE ISSUE: Four-city marketing concept.

OUR OPINION: Leveraging commonalities, unique attributes a great way to go.

It's an idea in its infancy stage, but it has the potential to grow to be a many-mile, multi-city marketing strategy that reaps great rewards.

In his visionary way, Inverness City Manager Frank DiGiovanni sees where a coordinated effort to market Dunnellon, Inverness, Floral City and Brooksville could be mutually beneficial. It's a case where the whole can be greater than the individual parts. Still, the parts have much to offer.

While jokingly saying it could be branded the "phosphate tour" because of the turn-of-the-last-century phosphate boom in the region spanning the four communities, there are natural and manmade links uniting them that could leverage offerings individual to each town.

U.S. 41, the Withlacoochee State Trail and the Withlacoochee River thread their way from Floral City northward toward Dunnellon. Along the way and at either end are parks and shops and lakes and historic sites and much, much more.

By marketing those attributes and amenities in a shared way, each town can tout its attributes while the trail as a whole can command broader attention than presently exists. The communities can leverage one another to their mutual benefit.

The offerings can meet greatly varying interests of those looking to visit. Bicycling the state trail, hiking in the Withlacoochee State Forest, snorkeling the Rainbow River and fishing in the Tsala Apopka Lakes Chain are just a handful of possibilities. Antique enthusiasts and history buffs can find many places of interest, be it Fort Cooper State Park or the Old Courthouse Heritage Museum in Inverness.

The spin-off from such visitors would be welcome customers at mom-and-pop stores and restaurants that reflect the "Old Florida" character of the route.

Further, it could provide options for those who visit the west side of Citrus County for manatee encounters, salt water fishing and other activities and want to explore some more.

The multi-community marketing strategy is a good idea and kudos to Frank DiGiovanni for introducing the concept. If it gains traction, it'll benefit all concerned.



February 8th, 2016

Visit Florida
Cultural, Heritage, Rural & Nature Committee

Re: Phosphate Trail Marketing Grant

Dear Sir or Madam:

We appreciate the opportunity to write a letter of support for the Phosphate Trail Marketing Campaign proposal being submitted to the Visit Florida Cultural, Heritage, Rural & Nature Marketing Grant Program.

The Citrus Cultural Alliance recognizes the potential that this marketing strategy has – showcasing the 4 cities on the phosphate trail as a group. We feel that this **has the potential to draw attention to the Arts in those areas**, such as music events, festivals, storytelling, etc.

We would suggest that by marketing the trail as such, **that the present and future arts and cultural highlights** will serve to overshadow any negative connotations that phosphate may have for tourists and the community.

In conclusion, we support the efforts of the City of Inverness, Brooksville, Floral City and Dunnellon as they seek external funding to support the marketing of this multi-county, multi-partner initiative to increase and diversity tourism to this part of Florida.

Sincerely,

Michele Wirt
Chair of the Citrus Cultural Alliance, Inc.
<http://www.citrusculturalalliance.org>

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Agenda Memorandum – *City of Inverness*

DATE: July 1, 2016
ISSUE: Credit Card Program Service Fee Resolution & Agreements for Events & Merchandise
FROM: City Manager
CC: Sharon Skeele-Hogan, Liz Fernley, Sheri Chiodo
ATTACHED: Memo by Liz Fernley
Credit Card Service Program Agreement
Resolution

Reference is made to attachments.

There are two actions commensurate with this memo.

The ability for customers to purchase merchandise and related items at events and using a credit or debit card, will improve their quality and experience of what is provided. The ability to make Utility System bill payments by an electronic means has worked well, and credit card use for ticket sales at the Valerie plus other venues of the City are well-received. The use of “plastic” is exceeding cash, and this agreement is essentially an extension of those programs.

The second issue is not so much the use of a credit card, but the fees associated with every transaction. This is before City Council for support of the agreement and convenience fee that will be imposed as an additional cost of an electronic transaction. Government entities typically add credit card service charges as a convenience fee, which is shown to the customer as an increased cost. Customers dislike the fee, and our goal is to make these charges part of the transaction no differently that when a card is used everywhere else. For now, the convenience fee remains a separate (additional) charge that City Council is asked to endorse.

First action is to accept the Agreement; Second is to adopt the Resolution to impose convenience fees

Recommended Action –

Please motion, second and vote to accept the provided handwritten agreement, and authorize the City Manager to execute the agreement for the fee to be imposed as an added charge to a transaction for a credit/debit card.

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


Frank DiGiovanni

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



SmallTownDoneRight.com

Inverness Event & Visitors Bureau

212 W. Main Street Inverness, FL 34450
(352)726-2611 option 7
events@inverness-fl.gov

Sharon Skeeel-Hogan, Director of Special Events
Liz Fernley, Events Coordinator

MEMORANDUM

To: Frank Di Giovanni, City Manager

From: Liz Fernley, Event Coordinator

CC: Debbie Davis, City Clerk
Sheri Chiodo, Director of Finance

Date: June 29, 2016

Reference: Resolution – Merchant Service Fees

Summary

The proposed resolution will establish credit and debit fees for mobile merchant services utilized at City events and festivals. Currently, the City does not accept credit or debit cards at City events or festivals.

Background

The benefit is to enhance customers service by offering the option of credit and debit merchant services at City festivals and events. Staff has researched options with considerations towards the essential equipment and software to implement this program.

Staff has been in communications with TSYS Merchant regarding this solution.

About TSYS Merchant Solutions

- Over 500,000 worldwide clients including Goodwill Industries and American Medical Association
- Fourth largest processor in the world
- In-house processor, no middle agency

TSYS Merchant Services The company will provide the equipment and merchant services needed for mobile payments. Transactions minus the fees referenced below will be deposited to the City's bank account within one business day.

Credit-Debit Card Fee Schedule:

- \$0.10 fee on all transactions credit and debit cards listed below
 - 1.80% Debit Cards
 - 2.00% Debit & Credit Reward Cards
 - 2.30% Key Entered Debit & Credit Card

- 2.00% Credit Cards
- 2.50% Corporate Credit Cards
- 2.65% American Express
- 2.75% Corporate Reward Credit Cards Key Entered

Contract Terms

The City has the option to cancel this agreement at anytime with no penalty.

Recommendation

Staff recommends the adoption of the proposed resolution allowing for credit/debit fees through TSYS Merchant Services.

This will serve as a breakdown of the TSYS Processing Agreement.

Page 1 of 4

This page consists of information about your business.

Page 2 of 4

This page consists of Pricing. Please pay close attention to the following...

RATES

- Rate 1D & Rate 1 – Debit Card Swiped
- Rate 2 – Regular Credit Card Swiped
- Rate 2 + .20% - Rewards Credit Card Swiped (Please note that the .20% add on is directly underneath the Rates section...usually companies just make Rewards cards a Rate 3 type of %. We just cover the extra cost we incur when processing those types of cards)
- Rate 3 – Non-Swipe (Key Entered) Debit and Regular Credit Cards
- Rate 3 + .20% - Non-Swipe (Key Entered) Rewards Credit Cards
- Rate 4 – Swiped Regular Corporate Cards
- Rate 4 + .20% - Non-Swipe Regular Corporate Cards or Swiped/Keyed Rewards Corporate Cards

Rates 5, 6, & 7 are American Express Cards that are Swiped or Key Entered

Chargebacks – If there is a problem with the product or service you are offering, and a consensus between you and your customer can't be reached, they have the right to dispute the Charge. We fight the dispute on your behalf, and only charge this if you lose the dispute. (Please note, we have an awesome chargeback team and I also personally get involved in the resolution) **You should rarely, if ever, get a chargeback!**

Retrievals – This would occur if we reached out to you during a chargeback for some additional information that would benefit your case and you either ignored us or refused to cooperate, and we had to dig it up ourselves.

Regulatory and Compliance – This covers the cost of constantly updating our security measures and ensuring that you are always compliant and up to date with the latest standards. We spend A LOT on security!

Excessive Electronic Authorizations – Returns & Declines

Voice Authorization – You will NEVER see this fee. This is a fee from the pre-cellular phone days when if a card was declined or red flagged by the customers financial institution, the merchant could call and get the transaction authorized by calling in and getting approval. Now, if there is a decline or an issue, the cardholder needs only to call the number on the back of the card and get it straightened out. Then the card can be re-run.

Voice AVS – Again, another fee you will never see. This is an Address Verification Service. If someone from overseas ordered a large quantity of products, and the billing/shipping address they provided didn't match, then the merchant could call and confirm. Now, all one must do is Google!

PCI Validation Fee – This covers the cost of the vendor helps you ensure that you are taking the proper steps to safeguard you and your customers private information. The vendor TrustWave, requires that a questionnaire about how you take transactions and what you do or don't do, to protect all parties' sensitive data. Most companies charge \$100+ per year or \$8-10 a month for this.

The \$34.95 fee only occurs if you don't validate your PCI within 75 days of signing up. I ALWAYS assist with validation and it's actually very easy. You should NEVER see this!

ACCOUNT CLOSURE FEE – You will be signing a document called ACF Waiver Amendment...This means that there is **NO ACCOUNT CLOSURE FEE aka NO CONTRACT** (In fact, it is specifically stated that the entire Account Closure Fee Section on this page is DELETED!)

TMS Card Compromise Assistance Program (CCAP) – \$7.95 & \$34.95 - this is a product that pays up to \$1,000,000 if you experience a data breach. If I feel like your situation warrants this protection, I will let you know. Most times it's not needed. By signing underneath, you are declining the coverage and WON'T BE CHARGED!

Visa/MC/and Discover all charge Assessments. They are tiny amounts, fractions of a cent or percentage. This is standard in the industry. They don't add up to much at all. But, I just wanted to give you a heads up.

Principal/Bank: _____ Associate/Group: _____ Chain/Association: _____ MID#: _____ MCC Code: _____

MERCHANT TRANSACTION PROCESSING AGREEMENT — MERCHANT APPLICATION

201604 Merchant Application SBS Bundled

CONFIDENTIAL

BUSINESS INFORMATION

Business Legal Name (must match name on tax return): ("MERCHANT") <i>City of Inverness</i>		Business D/B/A: <i>City of Inverness</i>	
Location Street Address: (No P.O. Boxes) <i>212 W Main St</i>		City: <i>Inverness</i>	State: <i>FL</i> Zip: <i>34450</i>
Contact Name: <i>Liz</i>	Phone: <i>352-726-2611</i>	Fax: _____	Email: <i>events@inverness-fl.gov</i>
Mailing/Billing Address: (If different from Location)		City:	State: Zip: Phone:

BUSINESS PROFILE AND ASSUMPTIONS

# of Locations:	Fed. Tax ID:	Annual Visa/MasterCard/Discover/American Express Volume (\$):	Location Volume (\$):	Business Open Date:
Average Ticket (\$):	Highest Ticket (\$):	Avg. monthly Vol. (\$):	Length of Ownership: Yr Mo	Visa/MasterCard/Discover/American Express Currently Accepted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
# of Employees:	Ownership Type:	% of Goods/Services Cash and Carry: <i>100</i>		
Type of Business: <i>Retail</i>	Pricing Method: <i>Bundled</i>	Type of Goods/Services sold: (Please include a copy of your return/refund policy) <i>Fund Raisers</i>		
Previous Processor: (Please Include copy of statements)		Business Website: <i>www.inverness-fl.gov</i>		
Card Present <i>80</i> % + Card Not Present <i>20</i> % = TOTAL: 100% If CNP Choose one:		Sales to: Consumer <i>80</i> % + Business <i>20</i> % = TOTAL: 100% Card Swipe <i>00</i> % + Imprint _____ % = TOTAL Card Present %		
Application Type:	Addl. Location LOC/Old MID:	Dun & Bradstreet #: (If available)	Have you or your business ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you use any third party fulfillment houses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please provide a contact list of all third party fulfillment houses.		Do you work with any third parties or software vendors who have access to cardholder data? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide a contact list of all third parties and software vendors who have access to cardholder data.		
When is cardholder billed for goods/services? <input checked="" type="checkbox"/> On Order <input type="checkbox"/> On Shipment Average number of days between order and shipment?				
Expected date of first transaction?		Do you operate as a Seasonal Merchant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If seasonal, indicate operating months: <input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec				

REFERENCES

Bank Reference Name:	Contact:	Phone:	Account Number:
Trade/Supplier 1 Name:	Contact:	Phone:	Account Number:
Trade/Supplier 2 Name:	Contact:	Phone:	Account Number:

VISA DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION First National Bank of Omaha 1620 Dodge Street Omaha, NE 68197 800-853-9586	IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES 1. A Visa member is the only entity approved to extend acceptance of Visa products directly to a merchant. 2. A Visa member must be a principal (signer) to the Merchant Agreement. 3. The Visa member is responsible for and must provide settlement funds to the merchant. 4. The Visa member is responsible for all funds held in reserve that are derived from settlement. 5. The Visa member is responsible for educating merchants on pertinent <i>Visa International Operating Regulations</i> with which merchants must comply.	IMPORTANT MERCHANT RESPONSIBILITIES 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with <i>Visa International Operating Regulations</i> .
	The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Visa Member (acquirer) is the ultimate authority should the merchant have any problems.	
Merchant Name: <i>City of Inverness</i>	Authorized Signature: <i>X</i>	
Address: <i>212 Main St Inverness FL 34410</i>	Print Name: <i>Frank DiGiovanni</i>	
Title: <i>City Manager</i>	Date: <i>6/15/16</i>	

TSYS Merchant Solutions, LLC is a registered agent of First National Bank of Omaha, 1620 Dodge Street, Omaha, NE 68197

FEEES

VISA/MC/DISCOVER/AMEX OPTBLUE DISCOUNT¹ RATES

Rate ID <u>1.80</u> % + \$ <u>.10</u> per item	Rate 3 <u>2.30</u> % + \$ <u>.10</u> per item	Rate 5 <u>2.65</u> % + \$ <u>.10</u> per item
Rate 1 <u>1.80</u> % + \$ <u>.10</u> per item	Rate 4 <u>2.50</u> % + \$ <u>.10</u> per item	Rate 6 <u>2.65</u> % + \$ <u>.10</u> per item
Rate 2 <u>1.80</u> % + \$ <u>.10</u> per item		Rate 7 <u>2.65</u> % + \$ <u>.10</u> per item

20 Visa Rewards, Visa Signature, Visa Premium, MasterCard World, MasterCard Enhanced, MasterCard Premium and Discover Premium cards will be assessed an additional ~~0.10~~ to the applicable rate tier. Please review the Rate Descriptions online at www.tsystransactionssummary.com or contact TMS at 800.228.2443 for additional information on which interchange programs qualify.

Merchant Setup \$ <u>0</u> per MID	Authorizations \$ <u>0</u> per V/MC/Disc/AMEX Opt Blue Auth "or"
Monthly Maintenance \$ <u>0</u> per MID	Excessive Electronic Authorizations \$ <u>.10</u> per V/MC/Disc Auth over 100% of SALES & per AMEX OptBlue Auth
Minimum Discount Billing \$ <u>0</u> per month/MID	Non V/MC/Disc/AMEX Opt Blue Authorizations \$ <u>0</u> each
Chargebacks \$ <u>10.00</u> each	Voice Authorizations \$ <u>.35</u> each
Retrievals \$ <u>5.00</u> each	Voice AVS \$ <u>1.99</u> each
Batch Capture \$ <u>0</u> each	Paper Statement <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <u>\$9.95 per month/MID</u> <u>.01</u>
Insufficient Funds Fee \$35 per unsuccessful debit of DESIGNATED Account	Wireless Monthly \$ <u>0</u> per device Wireless Set Up \$ <u>0</u> per device
Annual Seasonal \$ <u>0</u> per MID	OTHER \$ <u>0</u> per month/MID
Regulatory and Compliance \$ <u>1.00</u> per month/MID	OTHER \$ <u>0</u>

ATM/DEBIT Yes No

Setup \$ _____ per MID

Transactions \$ _____ each

Monthly per MID \$ _____

Network Fees **Pass thru**

PCI VALIDATION FEE

PCI Validation Fee \$ 20.00 per year /MID OR \$ _____ per month/MID

PCI Non-validation Fee: \$ 34.95 per month/MID if MERCHANT is not validated for compliance with TMS's vendor, beginning 75 days after signing.

ACCOUNT CLOSURE FEE

If the AGREEMENT is terminated early during the INITIAL TERM or any RENEWAL TERM for any reason other than set out in paragraph 5.1, 5.2A, or 5.2.B, then MERCHANT agrees to pay TMS an account closure fee ("ACCOUNT CLOSURE FEE") in accordance with the following: \$399 per MID during the first 12 months of the INITIAL TERM; \$299 per MID during the second 12 months of the INITIAL TERM; \$199 per MID during the third 12 months or any time thereafter of the INITIAL TERM; \$149 per MID during any RENEWAL TERM. MERCHANT agrees that the ACCOUNT CLOSURE FEE shall also be due to TMS in accordance with this schedule if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL TERM of the AGREEMENT. MERCHANT agrees that this fee is a not a penalty, but rather a reasonable estimation of the actual damages TMS would suffer if TMS were to fail to receive the processing business for the then current term. Paragraph references and capitalized terms not defined in this paragraph are defined in the attached Terms and Conditions. Pursuant to Section 4.1 of the Terms and Conditions the INITIAL TERM shall be for 3 years.

TSYS MERCHANT INSIGHTSSM ESSENTIALS

~~60 day free trial period. Billed at \$29.99 per location per month if not cancelled during free trial period. This product or service is not being offered by BANK. BANK has no obligation or liability for this product or service.~~ OPT OUT INITIAL

TMS CARD COMPROMISE ASSISTANCE PLAN (CCAP)

CCAP Fee (PCI Validated): \$ 2.95 per month/MID, if MERCHANT is validated for PCI Compliance with TMS's vendor.

CCAP Fee (PCI Non-Validated): \$ 34.95 per month/MID, if MERCHANT is not validated for PCI Compliance with TMS's vendor, beginning 75 days after signing.

Refer to the TMS Card Compromise Assistance Plan Agreement for applicable terms. BANK is not a party to this agreement and has no obligation or liability under such agreement.

TMS CARD COMPROMISE ASSISTANCE PLAN (CCAP) OPT OUT

MERCHANT may only opt out if MERCHANT validates PCI Compliance with TMS vendor within 75 days of signing. If at any time MERCHANT is not validated for compliance, MERCHANT will be automatically enrolled in CCAP until such time that MERCHANT restores validation, at which point MERCHANT will again be opted out. MERCHANT declines to participate in the Card Compromise Assistance Plan ("CCAP"). MERCHANT understands that under the terms of the AGREEMENT, MERCHANT is responsible for all expenses, fines, assessments, and penalties that arise in the event that a data breach is suspected or occurs at one or more of MERCHANT's locations. Further, MERCHANT understands and agrees that CCAP assistance will not be available to help pay any of the above mentioned expenses, fines, assessments, or penalties in the event of a suspected or actual data breach at one or more of MERCHANT's locations. MERCHANT acknowledges that despite opting out of CCAP, MERCHANT will still be assessed a PCI Validation Fee. Refer to the TMS Card Compromise Assistance Plan Agreement for applicable terms. BANK is not a party to this agreement and has no obligation or liability under such agreement.

Merchant Name: <u>City of Inverness</u>	Authorized Signature: <u>X</u>
Title: <u>City Manager</u>	Date: <u>6/15/16</u>

¹ Discount is a FEE charged as a percentage of gross SALES submitted by MERCHANT, which generally includes "Processing," "Authorizations," "Assessments," and "Interchange."

Merchant Initials: X

TMS EQUIPMENT/SOFTWARE

Brand/Model TSYS JAK	Brand/Model	Brand/Model
Equipment Option	Equipment Option	Equipment Option
Fee \$ # Quantity 1 Total \$ 0.00	Fee \$ Quantity Total \$ 0.00	Fee \$ Quantity Total \$ 0.00
Payment Option	Payment Option	Payment Option
Software Version	Payment Application	Version

Refer to the TMS Equipment Agreement for applicable terms. BANK is not a party to this agreement and has no obligation or liability under such agreement.

AMERICAN EXPRESS

New American Express OptBlue Existing American Express ESA

ESA SE _____ Merchant CAP _____

CARD BRAND FEES

All fees listed in this section are fees charged by the Card Brands to TMS. TMS is then charging these fees to the merchant.

Visa Zero Floor Limit: \$0.1039 per transaction without corresponding authorization	MasterCard Acquirer License Fee: 0.0125% of gross MasterCard SALES dollar volume
--	---

The following fees will be passed through at Card Brand's rate: Assessments, Visa International Service (including cash advance), Visa Misuse, Visa Fixed Acquirer Network Fee, Visa Debit Transaction Integrity Fee, MasterCard CVC2 Transaction Fee: \$0.0025 per each transaction that receives a CVC2 response value of "M" (match) or "N" (no match), MasterCard Cross-Border U.S.: \$0.006 per each dollar of transaction processed at a U.S. location on a non-U.S. issued card, MasterCard Cross-Border U.S.-PR: \$0.006 per each dollar of transaction processed at a Puerto Rico location on a non-Puerto Rico issued card, MasterCard Cross-Border Non-U.S.: \$0.01 per each dollar of transaction processed in foreign currency at a non-U.S. location on a U.S. issued card, MasterCard Cross-Border Non-U.S.-PR: \$0.01 per each dollar of transaction processed in foreign currency at a non-Puerto Rico location on a Puerto Rico issued card, MasterCard Processing Integrity Fee - Card Present: \$0.045 per each approved MasterCard authorization without a reversal request within 24 hours of the initial card-present authorization, MasterCard Processing Integrity Fee - Card Not Present: \$0.045 per each approved MasterCard authorization without a reversal request within 72 hours of the initial card-not-present authorization, MasterCard Processing Integrity Fee - T&E: \$0.045 per each approved MasterCard authorization without a reversal request within 20 days of the initial T&E authorization, MasterCard Processing Integrity Fee > 120 Days: \$0.045 per each approved MasterCard authorization without a corresponding settled transaction or reversal within 120 days of the approved authorization, MasterCard Digital Enablement Fee: 0.01% per cardholder not present transaction, Discover Network Authorization Fee, American Express CNP Downgrade: 0.30%, American Express Inbound Fee: 0.40% on Cross Border Transactions, All Other Applicable Card Brand Fees.

FUNDS TRANSFER

In accordance with the terms set out in the Terms and Conditions, transfer funds will be made to/from the account set forth in the enclosed voided check or bank letter.

Standard Premium

Please attach voided check here.

Merchant Initials: **X** _____

SALES PROFESSIONAL VERIFICATION

By the signature below, the Sales Professional verifies that the information stated in this Agreement is correct to the best of his/her knowledge and is as represented to him/her by MERCHANT.

Sales Professional Signature: 	Sales Professional Name Printed: <u>Michael Butcher</u>	
Sales Organization: <u>TSYS Merchant Solutions</u>	Application Date: <u>6/15/16</u>	Physical Site Inspection Conducted By Sales Professional <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PERSONAL GUARANTY

THIS general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of TSYS Merchant Solutions, LLC and/or First National Bank of Omaha (Collectively the "Guaranty Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction Processing Agreement and allied agreements ("AGREEMENT") between the Guaranty Parties and ("MERCHANT") as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to the Guaranty Parties, together with all costs, expenses, and attorneys' fees incurred by any the Guaranty Party in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require the Guaranty Parties to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize the Guaranty Parties, their respective agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at the request of either of the Guaranty Parties, financial statements and/or tax returns. I agree that this GUARANTY shall be governed and construed in accordance with the laws of the state of Nebraska, and that the courts of the state of Nebraska shall have and be vested with personal jurisdiction over me. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by the Guaranty Parties of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR and the Guaranty Parties.

PERSONAL GUARANTOR: (Signature-No Titles) _____ Print Name: (No Titles) _____
 MERCHANT: (Business Legal Name) _____ Social Security Number: _____
 Home Address: _____ Home Phone: _____ Work Phone: _____

AGREEMENT ACCEPTANCE

By their execution below the undersigned parties agree to abide by the Merchant Transaction Processing Agreement (the "AGREEMENT"). The AGREEMENT consists of the Merchant Application and the Terms and Conditions (a separate attachment hereto), and MERCHANT acknowledges it has received and read the Terms and Conditions at the time of signing. MERCHANT warrants that the information provided on the Merchant Application is complete and accurate. MERCHANT authorizes TMS and/or BANK to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, its signing officer, owner, partner and any Personal Guarantor authorize TMS, BANK or their agents or assigns, to make from time to time, business or personal credit inquiries and other inquiries in connection with this Merchant Application or the Agreement. By executing this Merchant Application, MERCHANT, its signing officer, owner, partner and any Personal Guarantor acknowledge that TMS and/or BANK has a legitimate business need for the information contained in any personal credit report that may be obtained in connection with this Merchant Application or the Agreement, and that this Application is a business transaction that was initiated by the MERCHANT and/or any Personal Guarantor identified above. If applicable, MERCHANT agrees by its signature below to the TMS Equipment Agreement, the TMS Card Compromise Assistance Plan Agreement, and the American Express OptBlue Program Agreement. BANK is not a party to these agreements and has no obligation or liability under such agreements. In witness whereof the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives effective on the date signed or approved by BANK.

Principal's Name (Please Print): <u>Frank DiGiovanni</u>		Title: <u>City Manager</u>	
Equity Ownership (%)	Home Phone No:	Date of Birth: _____	Principal's Soc Sec No: _____
Principal's Home Address: <u>212 W Mark St</u>		City: <u>Inverness</u>	State: <u>FL</u> Zip: <u>34450</u>
MERCHANT (PRINCIPAL / OFFICER / OWNER)		Name (Please Print): <u>Frank DiGiovanni</u>	Title: <u>City Manager</u> Date: <u>6/15/16</u>
Signature: <u>X</u>		Name:	Title:
TSYS Merchant Solutions, LLC ("TMS") Signature:		Name:	Title:
First National Bank of Omaha ("BANK") Signature:		Name:	Title:

AMENDMENT TO THE MERCHANT TRANSACTION PROCESSING AGREEMENT

201604 ACF WAIVER AMENDMENT

THIS Amendment ("AMENDMENT"), by and between FIRST NATIONAL BANK OF OMAHA ("BANK"), TSYS MERCHANT SOLUTIONS, LLC ("TMS"), and "MERCHANT", the name of which is set out below, shall become effective on the date executed or approved by a duly authorized representative of BANK. BANK, TMS, and MERCHANT shall be collectively known hereafter as the "PARTIES."

WHEREAS, the PARTIES are parties to a Merchant Transaction Processing Agreement (together with its addenda, attachments, and schedules shall be hereinafter known as the "AGREEMENT"), under which the MERCHANT receives transaction processing and other services regarding credit and debit card sales transactions ("SALES"), subject to the terms and conditions more fully set out in AGREEMENT; and

WHEREAS, the PARTIES desire to delete the ACCOUNT CLOSURE FEE as set out in the AGREEMENT.

NOW THEREFORE, in consideration of the mutual promises made herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the PARTIES do hereby agree as follows:

1. Terms set forth herein, which are typed in all capitalized letters and not defined herein, shall have the same meaning as set out in the AGREEMENT.
2. To the extent TMS is not already a PARTY to the AGREEMENT, the PARTIES agree to amend the AGREEMENT to make TMS a party to the AGREEMENT. BANK will continue to sponsor MERCHANT into the CARD BRANDS, retain the responsibility of settling MERCHANT's SALES, and all other obligations that are required to be retained at BANK by the CARD BRANDS. TMS will be responsible for all other responsibilities and obligations to MERCHANT under the AGREEMENT, including but not limited to processing SALES and handling customer service.
3. The PARTIES agree to delete in its entirety the Account Closure Fee section from the FEES Section of the AGREEMENT.
4. The PARTIES agree to delete all other references to the ACCOUNT CLOSURE FEE from the Terms and Conditions of the AGREEMENT.
5. This AMENDMENT, together with the AGREEMENT and its other amendments, attachments, exhibits, and schedules, constitutes the entire AGREEMENT between the PARTIES as to transaction processing, and any other representations, inducements, promises, or agreements not contained herein shall be of no force and effect as to transaction processing.
6. Except as amended hereby, BANK, TMS, and MERCHANT reaffirm the obligations of each as they are contained in the AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AMENDMENT to be executed by their duly authorized representative, effective as of the date executed or approved by BANK.

First National Bank of Omaha

BANK Authorized Signature

Print Name

Title

Date

TSYS Merchant Solutions, LLC

TMS Authorized Signature

Print Name

Title

Date

MERCHANT Name City of Inverness

MID#: _____

Address 212 W Main St

City, State, Zip Code Inverness, FL 34950

* Authorized Signature 

Print Name Frank Di Giovanni

Title City Manager

Mobile Product Add Form



Merchant # _____ **DBA Name** City of Inverness
Date 6, 15, 16 **Sales Rep** Mika Butcher **Ext.** _____
Smart Phone - Phone number: 727-460-1909 **E-mail:** caustin@inverness-fl.gov
(Enter in POS Notes) (Enter in POS Notes)

Existing mobile merchant upgrading their smartphone.

Product (circle one):

AprivaPay Plus
(Downloaded payment application)

TSYS Mobile Payment Acceptance

AprivaPay Virtual Terminal
(key entered only)

Smartphone Model: _____ **Version (if applicable):** _____
(i.e. Android, iPhone)

Activation Fee: \$ 0 **Monthly Fee:** \$ 0

Peripheral: TSYS JAK

See below for options

Rent or Purchase or No Peripheral (circle one)

Cost: \$ 0

Comments _____

TSYS Merchant Solutions
[Signature]
Sales Representative Signature
Michael Butcher
Print Name
MA
Title
6/15/16

City of Inverness
Merchant Name
[Signature]
Authorized Signature
Frank DiGiovanni
Print Name
City Manager
Title

Peripheral Options	Device Type	Product supported
Anywhere Commerce Rambler	Card Swipe Only	AprivaPay Android, AprivaPay iPhone 3G, 3GS, 4, 4S, 5, 5S, 5C, 6, 6S, iPod Touch, iPad
TSYS Jak	Card Swipe Only	TSYS MPA Android, iPhone, 3Gs, 4, 4S, 5, 5S, 5C, 6, 6S
Id Tech Shuttle	Card swipe Only	TSYS MPA Android, iPhone 3GS, 4, 4S, 5, 5S, 5C, 6, 6S

201604



SmallTownDoneRight.com

Inverness Event & Visitors Bureau

212 W. Main Street Inverness, FL 34450
(352)726-2611 option 7
events@inverness-fl.gov

Sharon Skeeel-Hogan, Director of Special Events
Liz Fernley, Events Coordinator

MEMORANDUM

To: Frank DiGiovanni, City Manager

From: Liz Fernley, Event Coordinator

CC: Debbie Davis, City Clerk
Sheri Chiodo, Director of Finance

Date: June 29, 2016

Reference: TSYS Merchant Services and agreement attached

Summary

The proposed resolution will establish mobile merchant services and card reader for use at City events and festivals. Currently, the City does not accept credit or debit cards at City events or festivals.

Background

The benefit is to enhance customers service by offering the option of credit and debit merchant services at City festivals and events. Staff has researched options with considerations towards the essential equipment and software to implement this program.

Staff has been in communications with TSYS Merchant regarding this solution.

About TSYS Merchant Solutions

- Over 500,000 worldwide clients including Goodwill Industries and American Medical Association
- Fourth largest processor in the world
- In-house processor, no middle agency

TSYS Merchant Services The company will provide the equipment and merchant services needed for mobile payments. Transactions minus the fees referenced below will be deposited to the City's bank account within one business day.

Contract Terms

The City has the option to cancel this agreement at anytime with no penalty.

Recommendation

Staff recommends the adoption of the proposed resolution allowing for card reader merchant services through TSYS Merchant Services.

Resolution 2016-11

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF INVERNESS, ESTABLISHING FEES FOR MERCHANT SERVICES AT VARIOUS CITY OF INVERNESS EVENTS

WHEREAS; by the City Code of Ordinances, Chapter 16-27. City Council must approve fees recommended by the City Manager for events sponsored and conducted by the City of Inverness; and

WHEREAS; by the City of Inverness hosts a numbers of events and festivals throughout the year with the opportunity to sell merchandise to customers using credit and debit cards promoting City tourism efforts such as Cooter Fest, Bike Inverness and Small Town Done Right.

NOW THEREFORE; BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, THE FOLLOWING:

Credit-Debit Card Fee Schedule:

- \$0.10 fee on all transactions credit and debit cards listed below
 - 1.80% Debit Cards
 - 2.00% Debit & Credit Reward Cards
 - 2.30% Key Entered Debit & Credit Card
 - 2.00% Credit Cards
 - 2.50% Corporate Credit Cards
 - 2.65% American Express
 - 2.75% Corporate Reward Credit Cards Key Entered

Cost for Service:

- \$20 per year
- \$1 per month
- \$2 Visa Fixed Acquire and Network Fee

Equipment and Application Costs:

- No fees for use of mobile credit card readers
- Equipment will interface with existing City iPads
- This service offers an application and online reporting tool at no charge

Fiscal Impact to City:

- The IEVB will structure pricing of event tickets and merchandise to cover transactional fees that include a \$0.10 per credit and debit cards swiped, and corresponding percentage rates from 1.8 to 2.75. The pricing structure will also account for the \$56 in service fees per year.

This Resolution shall be effective on the _____ day of July 2016.

PASSED AND ADOPTED this _____ day of July 2016.

CITY OF INVERNESS

By: _____
David Ryan
Council President

ATTEST:

Deborah Davis
City Clerk

Agenda Memorandum – *City of Inverness*

DATE: July 1, 2016
ISSUE: Property Purchase, MLK Avenue
FROM: City Manager
CC: City Clerk, Finance Director
ATTACHED: Aerial Photo of Property
Contract for Sale
Market Analysis (2-Summaries Enclosed)

Reference is made to attachments.

Per Council adopted policy, a market analysis is required for property purchases between \$50,000 and \$200,000. Enclosed are two such evaluations for review.

We have been in discussion for several years about this property. The recent display of future plans for the City elevated interest in this particular parcel. It is being brought forward as a property we evaluated as able to support development of The Depot District. Funding is found in the current Capital Improvement Plan for Land Acquisition.

It is highly recommended that City Council proceed to support and finalize this matter.

Recommended Action –

Motion, second and vote to accept the purchase agreement and price of \$199,000, and authorize the City Manager to execute the documents and close the transaction.


Frank DiGiovanni

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

Page 1 of 1



Lic. Real Estate Broker

856 Highway 41 South • Inverness, FL 34450
(352) 637-4280 • (352) 637-4338

REAL PROPERTY SALES DISCLOSURE WARNING

TO: CITY OF INVERNESS, BUYER

of that certain parcel described as follows, to-wit:

216 DR ML KING AVE.

SELLER: HERMAN NELSON

At such time as the above referenced transaction is closed, additional sums may be demanded from you as Buyer, in the form of closing costs. Listed below are the major closing cost items ordinarily found in a transaction and checked are those items which may be payable by you pursuant to the contract which you are about to sign. Where known to the undersigned BROKER the dollar amounts (where known, but not if only a matter of estimate) to be paid by you have been added.

- () 1. Attorney's Fee _____
- () 2. Escrow Account Balance _____
- () 3. Hazard Insurance _____
- () 4. Recertification of Abstract _____
- () 5. Survey _____
- () 6. Title Insurance _____
- () 7. Transfer Fee _____
- () 8. Appraisal Fee _____
- () 9. Credit Report _____
- () 10. Documentary Stamps on Deed _____
- () 11. Intangible Tax on New Mortgage _____
- () 12. Mortgage Co.'s Attorneys' Charges _____
- () 13. Prepayment of Taxes & Insurance for Escrow Account _____
- () 14. Service Fee (or Origination Fee) on Any new Mortgage _____
- () 15. Proration of Property Taxes _____
- (X) 16. Recording of Deed 30.00

X 17. ANY COSTS ASSOCIATED WITH INSPECTIONS OR CITY REQUIREMENTS

Buyer Acknowledges that this instrument has been read and signed before any Contract for Sale and Purchase of the real estate here in question has been signed.

Dated this 8th day of June, 2016

BUYER [Signature]

1* 1. PARTIES AND PROPERTY: CITY OF INVERNESS ("Buyer")

2* agrees to buy and HERMAN NELSON ("Seller")

3* agrees to sell the property as: Street Address: 216 DR. M L KING AVE. INVERNESS, FL 34450

4* _____

5* Legal Description: TOWN OF INVERNESS LOT 3 BLOCK 122 OR BK 1275 PG 1743

6* _____

7* and the following Personal Property: N/A

8* _____

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10* 2. PURCHASE PRICE: \$ 199,000.00

11* (a) Deposit held in escrow by AMERICAN TITLE SERVICES \$ 0.00
12 ("Escrow Agent") (checks are subject to actual and final collection)

13* Escrow Agent's address: 2230 HWY. 44 WEST INVERNESS, FL 34453 Phone: 352-637-4411

14* (b) Additional deposit to be made to Escrow Agent within 5 days after Effective Date \$ 2,500.00

15* (c) Additional deposit to be made to Escrow Agent within ___ days after Effective Date \$ _____

16* (d) Total financing (see Paragraph 5) \$ 0.00

17* (e) Other \$ _____

18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject
19* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 196,500.00
20 check(s) or wire transfer.

21 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
22* and Buyer and an executed copy delivered to all parties on or before June 10, 2016, this offer will be
23* withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3
24* days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
25* last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
26* Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5
27* days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending
28* on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the
29* essence in this Contract.

30 4. CLOSING DATE AND LOCATION:

31* (a) Closing Date: This transaction will be closed on July 21, 2016 (Closing Date), unless specifically
32* extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but
33* not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing
34* Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the
35* insurance underwriting suspension is lifted.

36* Buyer () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37* (b) Location: Closing will take place in CITRUS County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40* **BUYER'S OBLIGATION:** Within _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party
41* financing in an amount not to exceed _____% of the purchase price or \$ _____, with a fixed interest rate
42* not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment
43* or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____
44 years, with additional terms as follows:

45* _____
46 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any
47* lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
49 (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the
50 mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and
52* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left
53 blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.
54 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**
57 **of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59 lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be
60 returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62 as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to
63 retain the Deposit(s) if the transaction does not close.

64* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
65* deed other _____, free of liens, easements and encumbrances of record or
66 known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68* subject) _____

69* _____
70 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the
71* Property as _____ Central Business District

72 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
73 and pay for the title search and closing services. **Seller** will, at (check one) **Seller's** **Buyer's** expense and
74* within _____ days after Effective Date or at least 3 days before Closing Date deliver to **Buyer** (check one)
75* (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the
78 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after
79 Effective Date.
80* (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and
84 certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of
86 title.

87 (b) **Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
88 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

89* **Buyer**  (_____) and **Seller** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90* (2) Buyer delivers proper written notice and Seller cures the defects within ___ days from receipt of the notice
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt
92 by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have
94 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) Survey: (check applicable provisions below)

97* (i.) Seller will, within _____ days from Effective Date, deliver to Buyer copies of prior surveys, plans,
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

99* _____
100 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
101 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
102 date this Contract is terminated.

103* Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title
104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
105* encroachments on the Property or that the improvements encroach on the lands of another, Buyer will
106* accept the Property with existing encroachments such encroachments will constitute a title defect to be
107 cured within the Curative Period.

108 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

109 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is"
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.
111 Seller makes no warranties other than marketability of title. In the event that the condition of the Property has
112 materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer
114 waives all claims against Seller for any defects in the Property. (Check (a) or (b))

115* (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
116 condition.

117* (b) Due Diligence Period: Buyer will, at Buyer's expense and within 10 days from Effective Date ("Due
118 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,
120 Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary
121 to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections
126 that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and
127 development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of
128 Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
129 requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the
131 purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any
134 person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage
135 in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written
136 consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and
138 (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the
139 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's
140 deposit will be immediately returned to Buyer and the Contract terminated.

141 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

142* Buyer  (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148* materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent
149* without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192* Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make
218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek
219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain
222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240 **Buyer**  and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 **(b) Special Assessment Liens Imposed by Public Body:**The Property may be subject to unpaid special
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
249 and radon testing may be obtained from your county public health unit.

250 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear
254 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.
255 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller
256 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any
257 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such
258 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the
259 Buyer.

260 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
261 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
262 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
263 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
264 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with
265 and assist Buyer in collecting any such award.

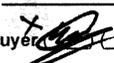
266* **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise is
267* not assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment
268 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or
269 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns
270 (if assignment is permitted).

271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to,
279 a licensed real estate Broker other than:

280* **(a) Seller's Broker:** INVERNESS HORIZON REALTY FRANK J. YUELLING, JR.
281 (Company Name) (Licensee)
282* 856 HWY. 41 S, INVERNESS, FL 34450 352-2125222 352-637-4280
283 (Address, Telephone, Fax, E-mail)

284* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
285* by Seller Buyer both parties pursuant to a listing agreement other (specify) _____

286* _____
287* Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288* (b) Buyer's Broker: INVERNESS HORIZON REALTY FRANK J. YUELLING, JR.
289 (Company Name) (Licensee)

290* _____
291 (Address, Telephone, Fax, E-mail)

292* who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
293* by Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)

294* _____
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller and Buyer** agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

303 **21. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

- | | | |
|--|--|---|
| 305* <input type="checkbox"/> Arbitration | <input type="checkbox"/> Seller Warranty | <input type="checkbox"/> Existing Mortgage |
| 306* <input type="checkbox"/> Section 1031 Exchange | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval |
| 307* <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone | <input type="checkbox"/> Seller's Attorney Approval |
| 308* <input type="checkbox"/> Seller Representations | <input type="checkbox"/> Seller Financing | <input type="checkbox"/> Other _____ |

309 **22. ADDITIONAL TERMS:**

310* HOME AND PROPERTY SOLD AS IS WITH RIGHT TO INSPECT. CONTRACT IS CONTINGENT UPON FINAL
311* APPROVAL BY THE INVERNESS CITY COUNCIL.

312* Due Diligence Period to commence once approved
313* by the Inverness City Council.

321 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
322 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
323 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
324 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
325 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
326 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**
327 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
328 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
329 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
330 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS**
331 **AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE**
332 **AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

333* Buyer [Signature] and Seller () () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338  _____
339 (Signature of Buyer) Date: 4/8/2016

340* CITY OF INVERNESS
341 (Typed or Printed Name of Buyer) Tax ID No: _____

342* Title: City Manager Telephone: 352-726-2611

343* _____
344 (Signature of Buyer) Date: _____

345* _____
346 (Typed or Printed Name of Buyer) Tax ID No: _____

347* Title: _____ Telephone: _____

348* Buyer's Address for purpose of notice: 212 W. MAIN ST. INVERNESS, FL 34450

349* Facsimile: _____ Email: _____

350* _____
351 (Signature of Seller) Date: _____

352* HERMAN NELSON
353 (Typed or Printed Name of Seller) Tax ID No: _____

354* Title: _____ Telephone: _____

355* _____
356 (Signature of Seller) Date: _____

357* _____
358 (Typed or Printed Name of Seller) Tax ID No: _____

359* Title: _____ Telephone: _____

360* Seller's Address for purpose of notice: 216 DR. M L KING AVE. INVERNESS, FL 34450

361* Facsimile: _____ Email: _____

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362* Buyer  () and Seller () () acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between HERMAN NELSON (SELLER) and _____ (BUYER) concerning the Property described as 216 DR. M L KING JR. AVE. INVERNESS, FL 34450

Buyer's Initials X [Signature] Seller's Initials X [Signature]

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

- [Signature] (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
 - Known lead-based paint or lead-based paint hazards are present in the housing.
 - Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- [Signature] (b) Records and reports available to the Seller (CHECK ONE BELOW):
 - Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
 - Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- _____ (c) Buyer has received copies of all information listed above.
- _____ (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- X [Signature] (e) Buyer has (CHECK ONE BELOW):
 - Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- [Signature] (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>[Signature]</u> SELLER	<u>7-23-15</u> Date	<u>[Signature]</u> BUYER	<u>6/8/2016</u> Date
<u>[Signature]</u> SELLER	<u>7-23-15</u> Date	_____ BUYER	_____ Date
_____ Listing Licensee	_____ Date	_____ Selling Licensee	_____ Date

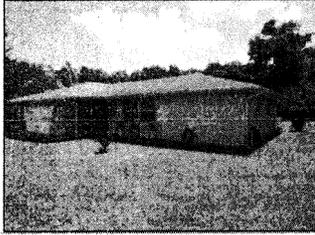
Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

Dr ML King Jr. Ave.



02/18/2014

Commercial **711464 Expired** **216 Dr M L King Jr Ave** **Inverness, FL 34450** **L\$280,000**



Cross Street:
County: Citrus
Subdivision: Town of Inverness
Bldg Stories: 1
Park Spaces:
Waterfront: No
Waterfront Ft:
Load Docks:
Rails:
Asset Sales: Real Estate
Apx. Lot Size:
Short Sale: No
Lender Owned: No

of Units:
Area: 07
Year Built: 1976
Apx. Acres: .51
Apx. Net Leaseable SqFt: 2,355
Apx. Bldg SqFt: 2,355
\$ per Bldg Sqft: \$119
Apx. Land SqFt: 22,311

Alt Key: 1757363
Zoning: CBD
Auction: No

Public Rems: Inverness Zoned CBD Central Business District. Close to Courthouse and Downtown. Would make a great Office or possible Rental and hold for future uses. Located at the end of the road right across from the Property Appraiser Office and next to Rails to Trails.
Directions: Hwy 41 S to left on Dr M L King Blvd to property on end on right across from Property Appraiser office.

FEATURES

Water Type:
Water Feat.:
Int Features: Ceiling - Standard
Ext Features: Fence - Partial , Other See Remarks
Special Info: Sold As Is
Potential Use:
Curr Bldg Use: Other See Remarks
Sewer/Water: Sewer - Public , Water - Public
Const/Found: Concrete Blk/Stucco
Terms Avail: Cash , Conventional
Energy Feat:
Possession: At Close

Lot Desc: Corner Lot , Irregular
Floor: Carpet
Heat/Cool: Cool - Central Electric , Heat - Central Electric
Roof: Asphalt/Fiberglass Shgl
Parking: Drive - Concrete
Road Type: Paved

Cap Rate%: .00	Ann. Gross Inc: \$	Ann. Expens: \$	Ann. Utilities: \$
Net Income: \$	Ann. Mgmt Exp: \$	Ann. Insur: \$	Other Expens: \$
Ann. Taxes: \$	Rear Exposure:		
Taxes: \$ 1,867.45	Tax Year: 2013	Homestead: Yes	Flood Plain: Unverified
HOA/COA: No	Monthly Dues: \$	Yearly Dues: \$	Agent Owned: No

Legal: Town of Inverness Lot 3 & PT of Lot 2 BLK 122 DESC in OR BK 1275 PG 1743



Prepared by: Frank Yuelling Jr
Inverness Horizon Realty
856 Hwy. 41 South
Inverness, FL 34450

Email : frankandbev@earthlink.net
Off. Ph# : (352) 637-4280
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Cell Ph# : (352) 212-5222



<http://www.invernesshorizonrealty.com>

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C-21

WAS 259,000.
 REDUCED TO

Customer Display

Commercial
720192 Active

216 Dr M L King Jr Ave.
Inverness, FL 34450



L\$239,000



Cross Street: Dampier St.
County: Citrus
Subdivision: Town of Inverness
Bldg Stories: 1
Park Spaces:
Waterfront: No
Waterfront Ft:
Load Docks: 0
Rails: No
Asset Sales: Real Estate
Apx. Lot Size: irregular
Short Sale: No
Lender Owned: No

of Units: 1
Area: 07
Year Built: 1976
Apx. Acres: 51
Apx. Net Leaseable SqFt: 2,355
Apx. Bldg SqFt: 2,355
\$ per Bldg Sqft: \$101
Apx. Land SqFt: 22,312
Alt Key: 1757363
Zoning: CBD
Auction: No

Public Rems: Located in the Town of Inverness adjacent to the Withlacoochee State Trail within walking distance to Liberty Park and the lake which can be seen from this home and property. The building is currently a home. This property is approx. 1/2 acre and is zoned CBD. This property is at the end of the street and sits right across from the property appraisers office. This is a fantastic location for a business and is in close proximity to the courthouse.

Directions: Hwy. 41 turn right onto Dr M L King Blvd. follow to end on right side, see sign.

FEATURES

Water Type:

Water Feat.:

Int Features: Ceiling - Standard , Counters - Laminate , Counters - Pass Thru , Pantry

Ext Features: Fenced Yard , Porch - Screened , Shed/Utility Bldg , Trees , Window - Sgl. Hung

Special Info: Lead Paint Disclosure , Pets Allowed , Progress Energy , Small Pets Allowed , Sold As Is , Title Insurance , Warranty - None

Potential Use: Office Building , Professional

Curr Bldg Use: Other See Remarks

Sewer/Water: Sewer - Public , Water - Public

Const/Found: Concrete Block , Foundation - Slab

Terms Avail: Cash , Conventional

Energy Feat: Programmable Thermostat , Ridge Vents

Possession: 30 Days

Lot Desc: 2+ Lots , Corner Lot , Flat , Irregular

Floor: Carpet , Vinyl

Heat/Cool: Cool - Central Air , Heat - Central Electric

Roof: Asphalt/Fiberglass Shgl

Parking: Drive - Concrete , Drive - Paved , Private Lot , Storage

Road Type: County , Paved

Cap Rate%: .00

Net Income: \$

Ann. Taxes: \$1,575

Taxes: \$ 1,529.44

HOA/COA: No

Ann. Gross Inc: \$

Ann. Mgmt Exp: \$

Rear Exposure: S

Tax Year: 2015

Monthly Dues: \$

Ann. Expens: \$

Ann. Insur: \$

Homestead:

Yearly Dues: \$

Ann. Utilities: \$

Other Expens: \$

Flood Plain: Unverified

Agent Owned: No

Legal: TOWN OF INVERNESS LOT 3 & PT OF LOT 2 BLK 122 DESC IN OR BK1275 PG 1743



Prepared by: Frank Yuelling Jr

Inverness Horizon Realty

856 Hwy. 41 South

Inverness, FL 34450

Email : frankandbev@earthlink.net

Off. Ph# : (352) 637-4280

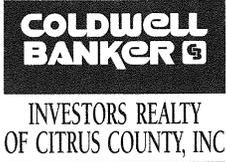
Agt. Ph# : (352) 637-4280

Cell Ph# : (352) 212-5222



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INVERNESS, FL 34450
OFFICE (352) 726-9533
FAX (352) 726-9443
TOLL FREE (800) 877-9533
cbinvestorsrealty@gmail.com
ColdwellBankerInvestors.com

June 28, 2016

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

Mr. DiGiovanni,

Thank you for the opportunity to prepare a Broker Price Opinion (BPO) on the property located at 216 Dr. M L King Jr Avenue in Inverness. I have researched this property and see that it is currently listed in the Multiple Listing Service (MLS) as a commercial property at a price of \$239,000, and that it is currently under contract awaiting closing. The property is a single family residence located in the city limits of Inverness, and has a current zoning designation of Central Business District (CBD). I have not physically inspected the property, so I am basing my valuation on the assumption that the property is in average condition and not in disrepair.

There was a sale of a much smaller and older home on a very small lot, on the corner of Apopka and Dampier in April 2016 for \$60,000, but this home was reported to be in extreme disrepair, so I feel the sales price was way below market value and not a good comparable sale. The most comparable sale occurred in March 2015 of a similar sized home on the corner of Osceola and Tompkins for \$150,000, although the land size was slightly less than the subject property. Based on the improved real estate market and the difference in land size, I estimate the current market value of the subject property to be between \$180,000 and \$200,000.

I have enclosed the County Property Appraiser record cards for all the above mentioned properties for your review. Please let me know if you have any questions.

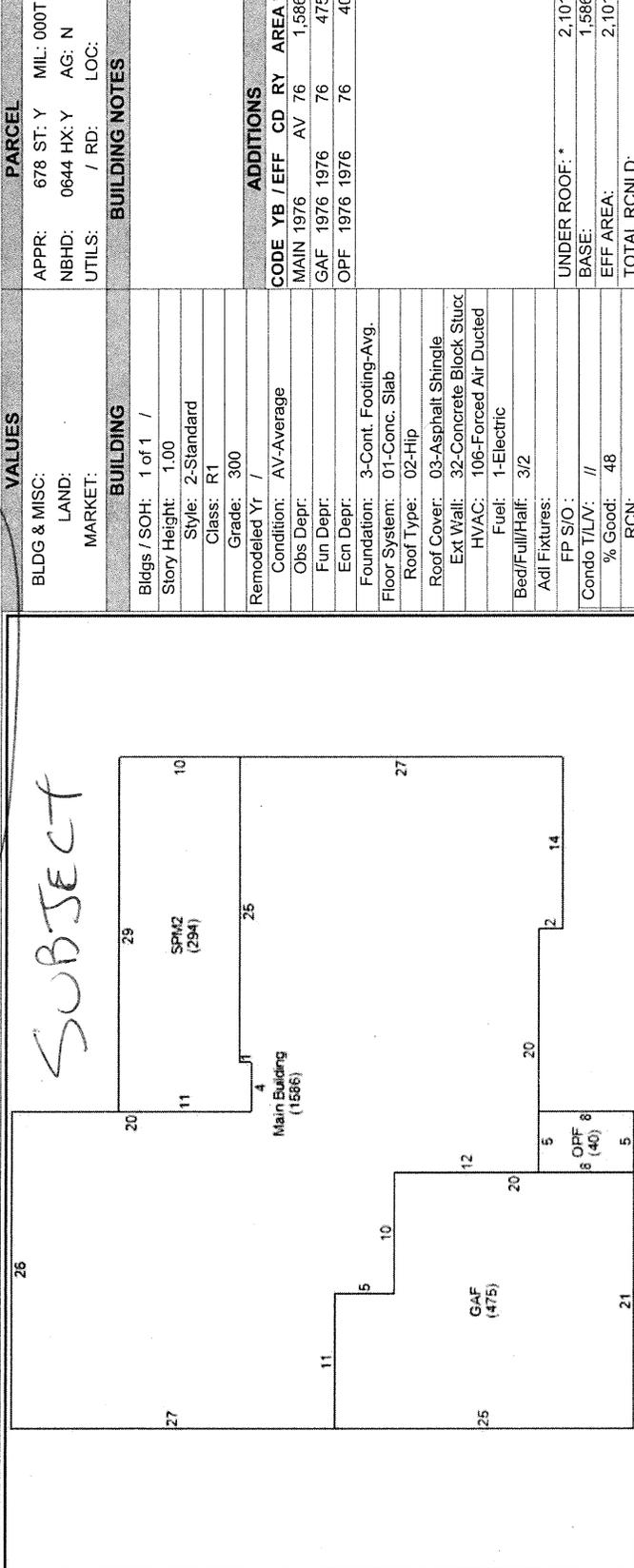
Sincerely,

Robert H. Tessmer, Jr.
Realtor®
Lic. # BK3038141

Each Office Is Independently Owned And Operated.



20E19S170050 01220 0030 NELSON HERMAN 216 DR M L KING JR AVE INVERNESS AK: 1757363 PC: 1200



MAIN/A01CU27R26D20R4U1R25D27L14U2L20U12L10U5L11)GAF(A02CR11D6R10D20L21U25)OPF(A03D25R21CU8R5D8L5)SPM2(A04U8R55CL25D1L4U11R29D10)

VALUES		PARCEL	
BLDG & MISC:		APPR:	678 ST: Y MIL: 000T
LAND:		NBHD:	0644 HX: Y AG: N
MARKET:		UTILS:	/ RD: LOC:
BUILDING			
Blogs / SOH:	1 of 1 /		
Story Height:	1.00		
Style:	2-Standard		
Class:	R1		
Grade:	300		
Remodeled Yr:	/		
ADDITIONS			
Condition:	AV-Average	CODE	YB / EFF CD RY AREA *
Obs Depr:		MAIN	1976 AV 76 1,586
Fun Depr:		GAF	1976 1976 76 475
Ecn Depr:		OPF	1976 1976 76 40
Foundation:	3-Cont. Footing-Avg.		
Floor System:	01-Conc. Slab		
Roof Type:	02-Hip		
Roof Cover:	03-Asphalt Shingle		
Ext Wall:	32-Concrete Block Stucc		
HVAC:	106-Forced Air Ducted		
Fuel:	1-Electric		
Bed/Full/Half:	3/2		
Adl Fixtures:			
FP S/O :		UNDER ROOF: *	2,101
Condo T/LV: //		BASE:	1,586
% Good:	48	EFF AREA:	2,101
RCN:		TOTAL RCNLD:	

SALES HISTORY (3)																		
BK/PG	PRICE	DATE	INST	V/I	# PARCELS	VALIDITY	CD	C / L	CODE	W	L	AREA	UNT	GD	FNEN	YBLT/EFF/REM	VALUE	SOH
1631 / 2256	100	08/01/2003	11	I	1	0	0	1	1	SPM2		294	1	C		1978/2003/2005		
1275 / 1743	51,500	11/01/1998	11	I	1	0	0	1	2	DUM2	12	8	96	1	C	1980/1981		
0600 / 1129	500	07/01/1982	17	V	1	U	U	1	3	CLF1	600	4	2,400	1	C	1986/1987		
PERMIT HISTORY (3)																		
DATE	PERMIT #	CONST DESCRIPTION	OCC DATE	COMP DATE														
10/17/2003	3199BP	Residential Screen Room with slab		05/13/2005														
11/01/2000	2000072MC	MECHANICAL CHANGEOUT		05/13/2005														
02/01/1997	12386	REPAIR HSE	02/01/1997	01/01/1998														
TOTAL MISC																	0	

CITRUS COUNTY RESIDENTIAL DATA CARD

REVIEW DATES		EXEMPTIONS	
DATE	TYPE INFO	EXCODE	YRBEG
07/22/2014	RV 5-Conv	R39	2012
02/19/2014	DR 5-Conv	R42	2012
05/13/2005	IN 5-Conv		

ASSESSMENT HISTORY			
YR	LAND	IMPR	JUSTVAL ASSESSED
15	61,260	48,720	109,980
14	61,251	46,959	108,210
13	70,440	50,700	121,140

LAND			
L	T	CD	SF ACRES
1	S	COL	22.312

TAXABLE HX SAVING			
EXEMPTNS	TAXABLE	EXCODE	YRBEG
25,000	84,076	R42	2012
25,000	83,210		
25,000	96,140		

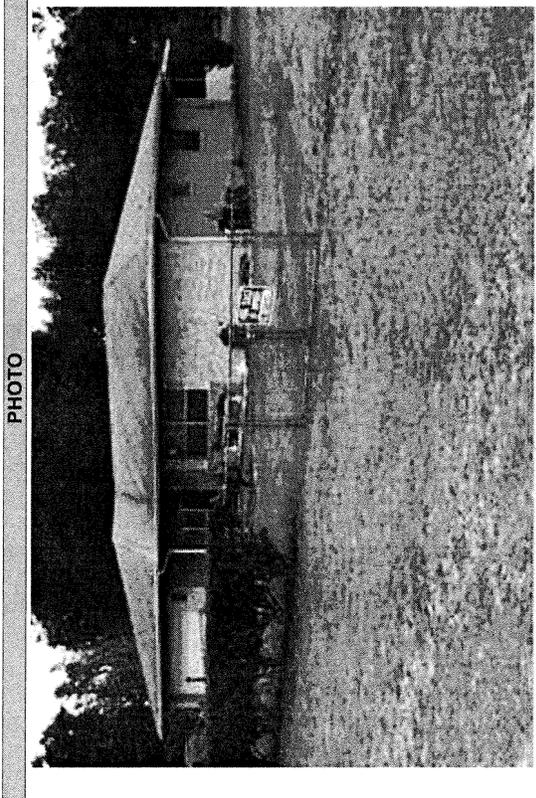
VALUE SOH			
FRNT	DEP	F%INF	F%INF
1000	100	162	-15(SH -24/SZ

OWNER & LEGAL		GRM INFO	
OWNER:	NELSON HERMAN	GRM FLGR/NT:	/
MADDR:	216 DR M L KING JR AVE INVERNESS FL 34450	ECN RENT:	
LEGAL:	TOWN OF INVERNESS LOT 3 & PT OF LOT 2 BLK 122 DESC IN OR BK 1275 PG 1743	UNITS / FACT:	/1
NBHD:	0644	GRM VALUE:	
MILL:	000T		
NBHD FACT:	1.00		

ACTIVE JOB LIST	
Circle One	Job # JobType Date Created Info
Complete	
Partial	

NOTES

PET/ADMIN OR BK 1252 PG 2116 DC OR BK 1252 PG 2118 ALMIRA NELSON DOD 6-12-98
 LET/ADMIN OR BK 1252 PG 2123 03=LEROY NELSON JR 042899(AS) C=REMOVE 04 HX
 LEROY NELSON DECEASED PER VITAL STAT 041103 TB PET/ADMIN OR BK 1588 PG 195 DC
 OR BK 1588 PG 197 LEROY NELSON JR DOD 02-22-03 LET/ADMIN OR BK 1588 PG 204
 **PERMANENT DRAINAGE EASEMENT DEED FOR STORM WATER DRAINAGE OR BK 1734 PG
 1239** 6/12/06-REMOVED FUNC. (GAF) 2007 HX PETITION APP DENIED 4/25/07 SC



1757363 03/03/2010

20E19S170050 01210 0121 DEMPSEY JENNIFER LAURA 200 N APOPKA AVE INVERNESS AK: 1757258 PC: 1200

OWNER: DEMPSEY JENNIFER LAURA
 MADDR: 3061 S FRANKLIN TER
 INVERNESS FL 34450

LEGAL: TOWN OF INVERNESS W 90 FT OF LOT 12 BLK 121
 NBHD: 0644
 MILL: 000T

GRM FLGRINT: /
 ECN RENT:
 UNITS / FACT: /1
 GRM VALUE:
 MOBILE HOME
 WID/LEN: 00/0
 BRAND:
 SITE:
 TITLE: ///
 TAG: ///
 VIN: ///

YR	LAND	IMPR	JUSTVAL	ASSESSED	EXMPTNS	TAXABLE	HX SAVING
15	30,260	16,800	47,060	47,060	0	47,060	0
14	31,333	15,097	46,430	46,430	0	46,430	0
13	30,252	15,948	46,200	46,200	0	46,200	0

L	T	CD	SF ACRES	UNITS	USE	FRNT	DEP	F%INF	F%INF	VALUE	SOH
1	S	C00	4.500	0.10	1000	50	90	13/SZ	/		

Circle One	Job #	JobType	Date Created	Info
Complete				
Partial				
Complete				
Partial				
Complete				
Partial				
Complete				
Partial				

ACTIVE JOB LIST

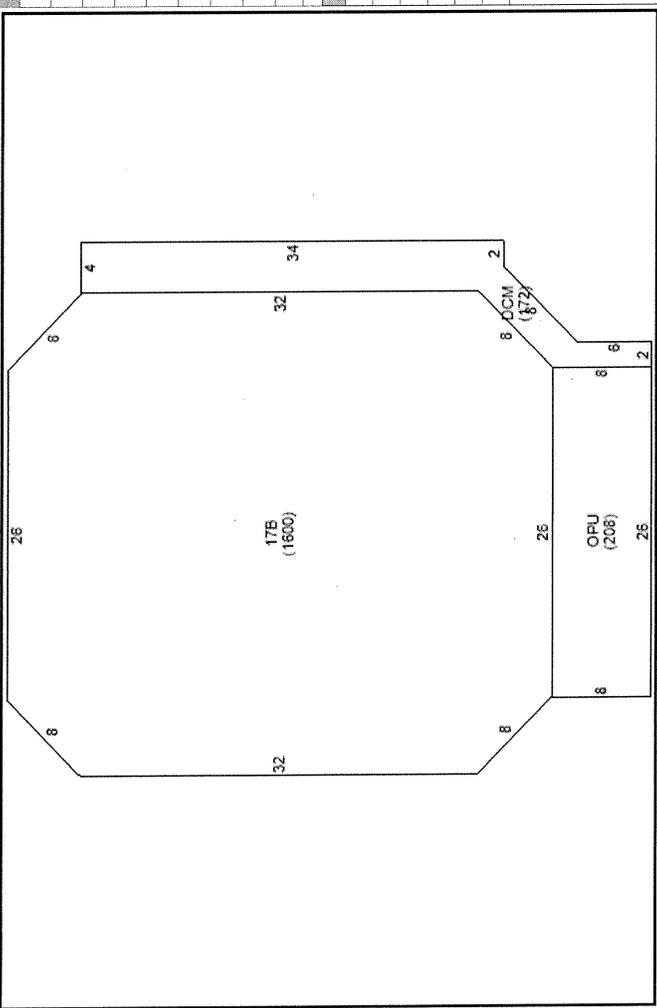
NOTES
 200 N APOPKA AVE HAS BEEN DESIGNATED AS AN HISTORICAL STRUCTURE BY THE CITY OF INVERNESS. CRITERIA FOR EVALUATION AS SUCH IS INCLUDED IN THE MINUTES OF THE FEBRUARY 1, 1994 CITY COUNCIL MEETING. 02/02/84 DELETED BLDG PER CHRIS-MOVED TO LT 12 2002 HX PETITION#552 FILED & APPROVED 042302 TB.
 CHANGED SKETCH,(DB)6/20/2016



PHOTO

20E19S170010 00020 0150 B DIAMOND HOLDINGS LLC 401 TOMPKINS ST INVERNESS AK: 1753147 PC: 1700

BUILDING INFORMATION
 Impr Name: 7TH HEAVEN SALON & SPA
 Structure: 17E - Office Building Res Style
 Grade: 200 SOH: Units: 1
 Yrblt: 1900 % Good: 55 Stories: 1
 Eff Yrblt: 1985 RCN: Rcnld:
 Nbhnd: 0644 Total Area: 1,600 Under Roof: 1,808



Bldg Notes:

COMMERCIAL FEATURES		STRUCTURAL ELEMENTS	
LINE	CODE	AREA	UNITS
1	CDA	1	1
2	B3	1	2
3	BX	1	4
4	OPU	208	1
5	DCM	172	1

17B(A01L30U44CR26VD6R6D32VL6D6L26VL6U6J32VR6U6) OPU(A02L30D0CR26D8L26U8) DCM(A03R6U38CD34L2VD6L6D6L2U8VR6U6U32R4)

COMMERCIAL INTERIOR/EXTERIOR

USE	FFL/TL	COND	AREA	FIN	PERIM	AIR	EXTWALL	P/H/P/L	CONST	HGT	STY	FUN	ECN	OBS	RLYR/YB/IEFF
17B-Office Building Res	01/01	2	1,600	150	1	03-Above Ave Wo		T	12	1					//1900

SALES HISTORY (4)

BK/PG	PRICE	DATE	INST	V/I	# PARCELS	VALIDITY	CD
2680 / 0049	150,000	03/31/2015	03	I	1	G	
2611 / 1337	100	03/01/2014	03	I	1	O	
2585 / 0513	95,000	10/01/2013	00	I	1	G	
1802 / 1905	120,000	01/01/2005	11	I	1	O	

PERMIT HISTORY (7)

DATE	PERMIT #	CONSTRUCTION DESCRIPTION	OCC DATE	COMP DATE
07/15/2015	15263MC	A/C CHANGE OUT		
03/27/2014	201401829	INTERIOR REMODEL FOR 7TH HEAVEN & SF	07/10/2014	
03/26/2014	14052BP	Commercial Alteration (Interior)	05/05/2014	07/10/2014

C / L	CODE	W	L	AREA	UNT	GD	FN	EN	YBLT/IEFF/REM	VALUE	SOH
1	1	DCM1		172	1	C			2006//2007		
1	2	DGM3	25	14	350	1	C		1970//1971		
1	3	PAV2	45	3	135	1	C		1970//1971		
1	4	CLF1	145	4	580	1	C		1971//2007		
1	5	PAV2	4	15	60	1	C		2006//2007		
1	6	PAV2	25	17	425	1	C		2006//2007		
1	7	PAV2	20	27	540	1	C		2006//2007		
1	8	CRS1			1	11	C		2014//2015		
1	9	WPF1	120	3	360	1	C		2014//2015		
TOTALMISC										0	

20E19S170010 00020 0150 B DIAMOND HOLDINGS LLC 401 TOMPKINS ST INVERNESS AK: 1753147 PC: 1700

REVIEW DATES		EXEMPTIONS		OWNER & LEGAL		GRM INFO	
DATE	TYPE	INFO	APPR	EXCODE	YRBEG	EXCODE	YRBEG
06/10/2015	IN	4-Inspection	678				
07/10/2014	RV	5-Cony	680				
07/10/2014	IN	5-Cony	680				

ASSESSMENT HISTORY						
YR	LAND	JUSTVAL	ASSESSED	EXEMPT	TAXABLEHX	SAVING
15	55,650	75,410	131,060	131,060	0	131,060
14	55,651	76,989	132,620	132,620	0	132,620
13	68,021	76,899	144,920	144,920	0	144,920

LAND									
L TYP	SF	ACRES	UNITS USE	FRNT	DEP	F%INF	F%INF	VALUE	SOH
1	S	15,000	0.34	1000	100	150	-3/SZ	-10/LC	

APARTMENTS						
LINE TYPE	UNITS	BED	BATH	HALF	SF	RENT
1						

RENTAL					
LINE TENANT	USE	U/S	SIZE	BY	PS-TH
1	Citrus County Chamber Of	17E-Office Building	S	1,496	Y

PHOTO

NOTES
ROBERT O. HICKS HOUSE HAS BEEN DESIGNATED AS AN HISTORICAL STRUCTURE BY THE CITY OF INVERNESS. CRITERIA FOR EVALUATION AS SUCH IS INCLUDED IN THE MINUTES OF THE FEBRUARY 1, 1994 CITY COUNCIL MEETING.

ACTIVE JOB LIST



COMMERCIAL PROPERTY REPORT

216 Dr Martin Luther King Jr Ave, Inverness, FL 34450

Prepared for The City of Inverness



Presented by

Mary Parsons

Work: (352) 634-1273 | Work: (352) 423-1424

Plantation Realty
918 E Norvell Bryant Hwy
Hernando, FL 34442



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6/29/2016

June 29, 2016

Nelson Herman
216 Dr Martin Luther King Jr
Inverness, FL 34450

Thank you for selecting me to evaluate your property. I have been a real estate professional for over 15 years, with a mortgage broker background. I have sold hundreds of residential homes and many commercial properties and businesses on the east side of Citrus County.

Without personal inspection, I have relied on the interior pictures provided to me via the Citrus County Association of Realtors. A one story, residential home is common in the neighborhood. The building's fixtures should be in operable condition. Any deferred maintenance should be attended to immediately to assure maximum value. Recent sales in the area indicate that your property is worth approximately \$165,000. Although zoned as Central Business District, the structure is currently used as a home and needs substantial improvements to utilize the building for a commercial purpose. In addition, this property does not lend itself well to a commercial use due to the low visibility of traffic. The recommended price for this property is \$165,000.00 Please contact me at your earliest convenience.

Kindly,



Mary Parsons



Mary Parsons
Office: (352) 423-1424
Cell: (352) 634-1273
Fax: 352-423-1187
Email: theonemaryparsons@gmail.com





216 Dr Martin Luther King Jr Ave, Inverness, FL 34450

PENDING
Pending: 6/8/2016

List Price
\$239,000
Last Changed: 10/29/2015
List Price / sq ft:
\$151

Property Facts	Public Facts	Listing Facts
Property Type	Office	Commercial
Property Subtype	Store/Office (mixed use)	Commercial
Number of Stories	1	-
Building Area (sq ft)	1,586	-
Lot Size	0.51 acres	0.05 acres
Lot Dimensions	22312 SF	irregular
Style	Other	-
Year Built	1976	1976
Roofing	Shingle (Not Wood)	Asphalt/F-Glass Shingle
Heating	Forced air unit	Central Air, Heating - Central Electric
Cooling	Yes	-
Garage	Yes	-
Garage (spaces)	2	-
Foundation	Slab	-
Construction	Masonry	Concrete Block, Foundation-Slab

This report contains data and information that is publicly available and/or licensed from third parties and is provided to you on an "as is" and "as available" basis. The information is not verified or guaranteed. Neither this report nor the estimated value of a property is an appraisal of the property. Any valuation shown in this report has been generated by use of proprietary computer software that assembles publicly available property records and certain proprietary data to arrive at an approximate estimate of a property's value. RPR and its information providers shall not be liable for any claim or loss resulting from the content of, or errors or omissions in, information contained in this report.



Extended Property Facts

Structure Details

Roofing	Asphalt/F-Glass Shingle
Construction Features	Concrete Block, Foundation-Slab
Parking Features	Driveway-Concrete, Paved Driveway, Private Lot, Storage

Interior Features

Heating	Central Air, Heating - Central Electric
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Interior Details

Heating Fuel Type	Electric
Building Perimeter	204 sq ft
Garage, Loft	475 sq ft
Porch screened	294 sq ft
Porch - Open	40 sq ft

Exterior Features

Construction	Concrete Block, Foundation-Slab
Roof	Asphalt/F-Glass Shingle
Parking	Driveway-Concrete, Paved Driveway, Private Lot, Storage
Lot Size Dimensions	irregular
Lot Size Range	irregular

Exterior Details

Lot Size - Square Feet	22312 sq ft
Lot Size - Depth Feet	0.0 sq ft
Lot Size - Acres	0.512 ac
Neighborhood Code	0644

Other Details

Effective Year Built	2003
Building Condition	Average
Building Quality	C
Utility Bldg	96
Chain link fence	2400

Agent Resume

MARY A. PARSONS

PLANTATION REALTY, INC.
918 NORVELL BRYANT HWY
HERNANDO, FL 34461
(352) 423-1424 OFFICE
(352) 634-1273 CELL

AS A REAL ESTATE PROFESSIONAL FOR OVER 15 YEARS IN CITRUS COUNTY, FLORIDA, I HAVE SOLD HUNDREDS OF RESIDENTIAL HOMES AND MANY COMMERCIAL PROPERTIES. PLEASE SEE BELOW A LIST OF COMMERCIAL PROPERTY SALES THAT I PARTICIPATED IN RESULTING WITH SUCCESSFUL CLOSINGS.

I STARTED MY CAREER IN REAL ESTATE SALES WITH A MORTGAGE BROKER'S LICENSE. AFTER YEARS OF RESIDENTIAL SALES, I PARTNERED WITH A LOCAL BUILDER TO EXPAND THEIR SALES FROM UNDER A DOZEN PER YEAR TO OVER 75 HOME NEW STARTS PER YEAR! MY FIRST COMMERCIAL SALE IN 2005 WAS TO MY OWN BROKER! SINCE THEN, I HAVE BEEN SELLING COMMERCIAL PROPERTIES IN THE AREA TO INCLUDE RESTAURANTS, OFFICE BUILDINGS, RETAIL BUILDINGS, MULTI-FAMILY APARTMENTS, AND WAREHOUSING. BUYERS AND SELLERS TO INCLUDE PRIVATE INVESTORS, ATTORNEYS, SMALL BUSINESSES, NON-PROFITS, AND THE CITY OF INVERNESS.

- 604 US HWY 41S, INVERNESS – OFFICE BUILDING - \$150,000 CLOSED PRICE
- 4535 US HWY 41S, INVERNESS – RESTAURANT - \$600,000 CLOSED PRICE
- 115 N SEMINOLE AVE., INVERNESS – OFFICE BUILDING - \$170,000.00 CLOSED PRICE
- 7780 US HWY 41S, INVERNESS – VACANT LAND - \$60,000.00 CLOSED PRICE
- 5490 US HWY 41S, INVERNESS – RESTAURANT - \$76,000.00 CLOSED PRICE
- 7805 US HWY 41S, FLORAL CITY – VACANT BUILDING - \$143,000.00 CLOSED PRICE
- 7729 PINE LAKE AVE., FLORAL CITY – CABINET STORE - \$212,000.00 CLOSED PRICE
- 111 WEST MAIN STREET, INVERNESS – MASONIC BUILDING - \$1,150,000.00 CLOSED
- 303 TOMPKINS STREET, INVERNESS – LAW OFFICE - \$95,000.00 CLOSED PRICE
- 415 TOMPKINS ST, INVERNESS – LAW OFFICE BUILDING - \$130,000 CLOSED PRICE
- 215 PINE ST, INVERNESS – OFFICE BUILDING - \$330,000.00 CLOSED PRICE
- 207 COURTHOUSE SQUARE, INVERNESS – VALERIE THEATER - \$170,000.00 CLOSED PRICE
- 4599 US HWY 41S, FLORAL CITY – VACANT BUILDING - \$160,000 CLOSED PRICE
- 717 SOUTHERLY AVENUE, INVERNESS – RESTAURANT - \$178,500 CLOSED PRICE
- 101 WEST MAIN STREET, INVERNESS – RETAIL BUILDING - \$340,000 CLOSED PRICE
- 119 DAMPIER STREET, INVERNESS – OFFICE BUILDING - \$60,000 CLOSED PRICE
- 112 E DAMPIER STREET – APARTMENT BUILDING - \$187,500 CLOSED PRICE
- 300 N APOPKA AVENUE, INVERNESS – TRAIN DEPOT - \$575,000 CLOSED PRICE
- 508 TOMPKINS STREET – CBD – HOME TO OFFICE CONVERSION - \$82,900 CLOSED PRICE

PLEASE FEEL FREE TO REQUEST REFERENCES.



Mary Parsons

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Fax: 352-423-1187
Email: theonemaryparsons@gmail.com

