

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

August 16, 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

4 - 19 a) Small Scale Comp Amendment - Colonade - Ordinance (Final Reading)*

20 - 23 b) Small Scale Comp Amendment - Zoning Change - Ordinance - (Final Reading)*

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)

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6) PRE-SCHEDULED PUBLIC APPEARANCES

7) MAYOR'S LOCAL ACHIEVEMENT AWARDS

- a) Inverness District 15- Little League Champions

8) CITY ATTORNEY REPORT

9) CONSENT AGENDA

- 24 a) Bill Listing *

Recommendation - Approval

- 25 - 36 b) Council Minutes - 07/26/16WS & 08/02/16*

Recommendation - Approval

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

- 37 - 47 a) Heart of Florida Agreement Renewal *

- 48 - 51 b) Sweetwater Pointe Assessment Fees & Construction Cost - Budget Amendment -Resolution*

- 52 - 69 c) Sweetwater Pointe Contract *

- 70 - 73 d) Grant Research Manager *

- 74 e) City-Wide Budget Adoption Procedure - Ordinance/Resolution *

- 75 f) Appointment of Interim City Clerk *

- g) Other

11) COUNCIL/MAYOR SUBJECTS

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
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August 16, 2016 - 5:30 PM**

12) NON-SCHEDULED PUBLIC COMMENT

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

13) ADJOURNMENT

a) **DATES TO REMEMBER**

Friday Night Thunder

Friday, August 19, 2016 at 5:00pm

Downtown Inverness

Inverness City Council Regular Meeting

Tuesday, September 6, 2016 at 5:30pm

Inverness Government Center

Agenda Memorandum – *City of Inverness*

DATE: August 12, 2016
ISSUE: Application for Land Use Change (CPA-2016-001) and
Concurrent Application for Zoning Change (Z-2016-001)
FROM: City Manager
CC: City Clerk
Attached: Planning and Zoning Commission Report
Ordinance 2016-719 amending the Comprehensive Plan
Ordinance 2016-720 amending the Zoning Map

Applicant Gene Strickland acting as Agent for the property owner has made application for a Land Use and Zoning Change on 8.63 acres of property on the North side of Colonade Street approximately 400 feet West of Forest Drive, that is shown on the map in the enclosed report. Approval of the request will increase the density onsite from a current maximum of 64 multifamily dwelling units to a maximum of 107 dwelling units. Data and analysis regarding the subject property and the request is included the attached planning report.

The City of Inverness Planning and Zoning Commission held a public hearing on Application CPA-2016-001 and Z-2016-001. After considering the planning report and public input the Planning and Zoning Commission voted to recommend approval of the request.

The case is two-fold which calls for Council action on two Ordinances for the same subject property. The first Ordinance amends the future land use map of the comprehensive plan. The second Ordinance amends the zoning map.

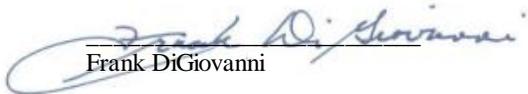
Recommended Action:

Action for Ordinance 2016-719 amending the Comprehensive Plan

1. Motion and Second to read the Ordinance 2016-719 by title only
2. Clerk reads title
3. Open the Public Hearing to receive comment
 - a. Those for, Those against
4. Close the Public Hearing to deliberate
5. To proceed, motion and second to adopt the Ordinance by roll-call

Action for Ordinance 2016-720 amending the Zoning Map

1. Motion and Second to read the Ordinance 2016-720 by title only
2. Clerk reads title
3. Open the Public Hearing to receive comment
 - a. Those for, Those against
4. Close the Public Hearing to deliberate
5. To proceed, motion and second to adopt the Ordinance by roll-call


Frank DiGiovanni

MEMORANDUM

To: Planning and Zoning Commission Members

From: Bruce Day – Community Development Director *Bruce Day*

Date: May 24, 2016

Subject: **Application for Land Use Change (CPA-2016-001) and
Concurrent Application for Zoning Change (Z-2016-001)**

Applicant Gene Strickland acting as Agent for the property owner has made application for a Land Use and Zoning Change on **8.63 acres** of property on the North side of Colonade Street approximately 400 feet West of Forest Drive. As shown on the map below.

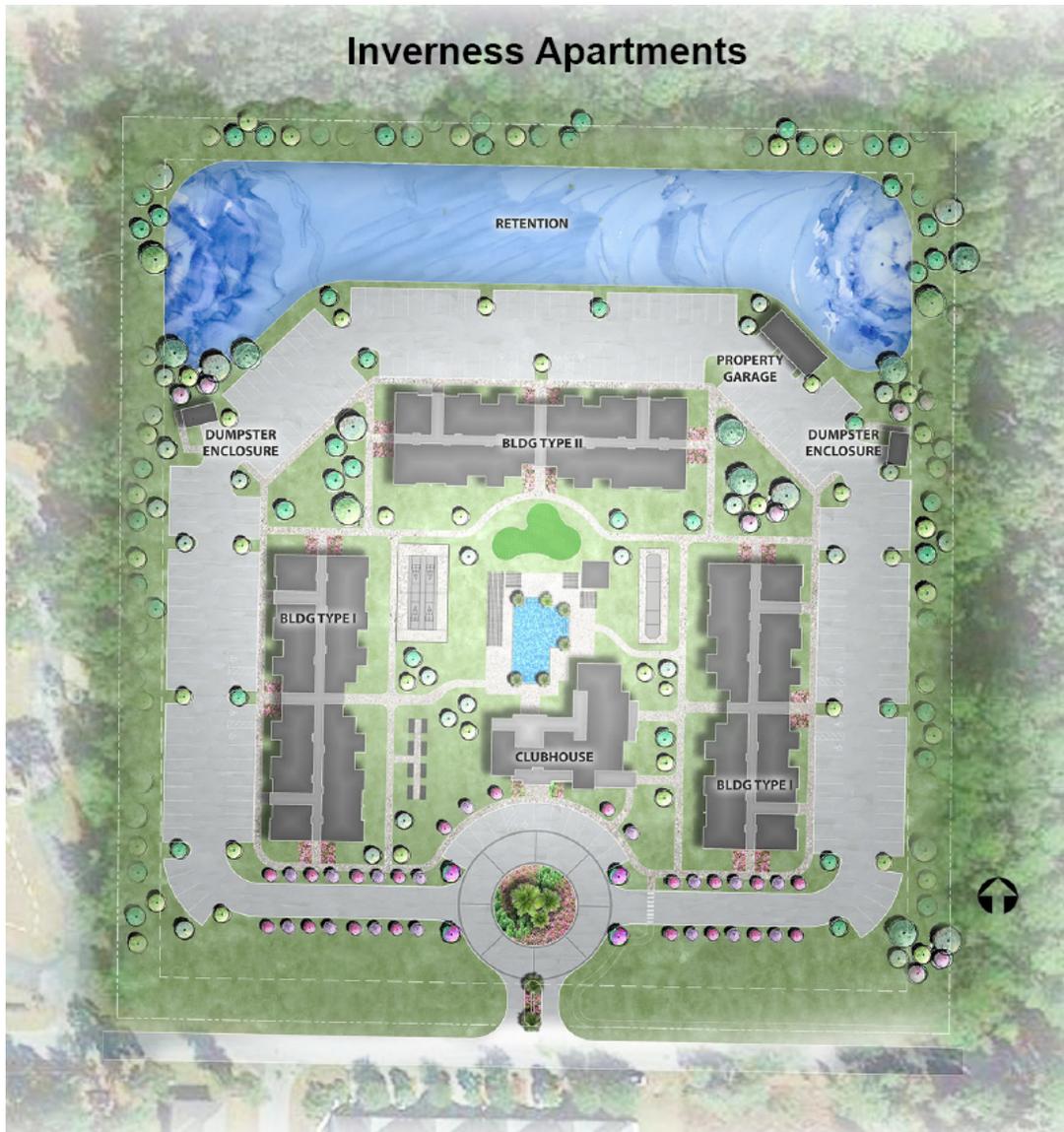
Case **CPA-2016-001** requests that the future land use map of the comprehensive plan be amended **from Urban Low Density Residential (ULD) to Medium Density (MD)**

Case **Z-2016-001** requests a proposed amendment to the official zoning map of the land development code **from Residential-2 (R2) zoning district to Residential-4 (R-4) zoning district**, for the property shown below:



Conceptual Site Plan

The applicant has provided a conceptual site plan that displays the maximum residential density that the proposed R-4 zoning will allow on the site. This conceptual plan is intended as an example of the possible arrangement of uses and how they would fit on the site and interact with surrounding uses. Approval of any construction on the site will need to go through the development review process. The approval of this land use and zoning amendment confers no construction approval.



City of Inverness

Planning Report

Proposed Future Land Use Map (FLUM) and Zoning Map Amendment

The subject property consists of **8.63 acres** on the North side of Colonade Street between Forest Dr. and US Hwy 44 West. CPA-2016-001 requests the Land Use designation to be changed from Urban Low Density (ULD) to Medium Density (MD) **And**; Z-2016-001 requests the Zoning district to be changed **from Residential-2 (R2) to Residential-4 (R4)**

The existing R2 zoning allows 7.5 dwelling units per acre which totals to a maximum density of 64 dwelling units. The proposed R4 zoning will allow up to 12.5 dwelling units per acre **for a maximum of 107 dwelling units**. Therefore, The maximum impact of the Comprehensive Plan and Zoning Map amendment is the addition of 43 multi-family residential units.

Staff Recommendation is for Approval.

The City of Inverness Planning and Zoning Commission held a public hearing on Application CPA-2016-001 and Z- 2016-001 on June 1, 2016. After considering the planning report and public input the Planning and Zoning Commission voted to recommend Approval of the above described request.



Description of the Property

The subject property is located on the North side of Colonade Street approximately 400 feet West of Forest Drive and the entrance to Whispering Pines Park. The 8+ acre property is more particularly described as follows:

FLETCHER HTS PB 1 PG 41 LOTS 30, 31 & 32 LESSAND EXCEPT THE EAST 404 FT OF LOTS 31 & 32 AS DESCRIBED IN OR BK 81 PG 419 & DC IN OR BK 668 PG 1289

Current Use and Development Trends: The subject property is currently wooded and vacant. The Forest Drive corridor and this general area of Inverness has become the location of a number of multifamily and condominium developments. Pines of Inverness condominiums are adjacent across Colonade Street to the south. Several large lot residential homes exist to the North. First Christian Church, Inverness is immediately west of the property. Properties to the East include a variety of uses including institutional, residential and semi-public, however the directly to the east is vacant and wooded as shown in the table below.

As Inverness continues to grow as a city, large vacant properties such as the subject property will attract planned developments. Current development trends including single family development are moving increasingly toward planned developments which provide a variety of amenities and services.

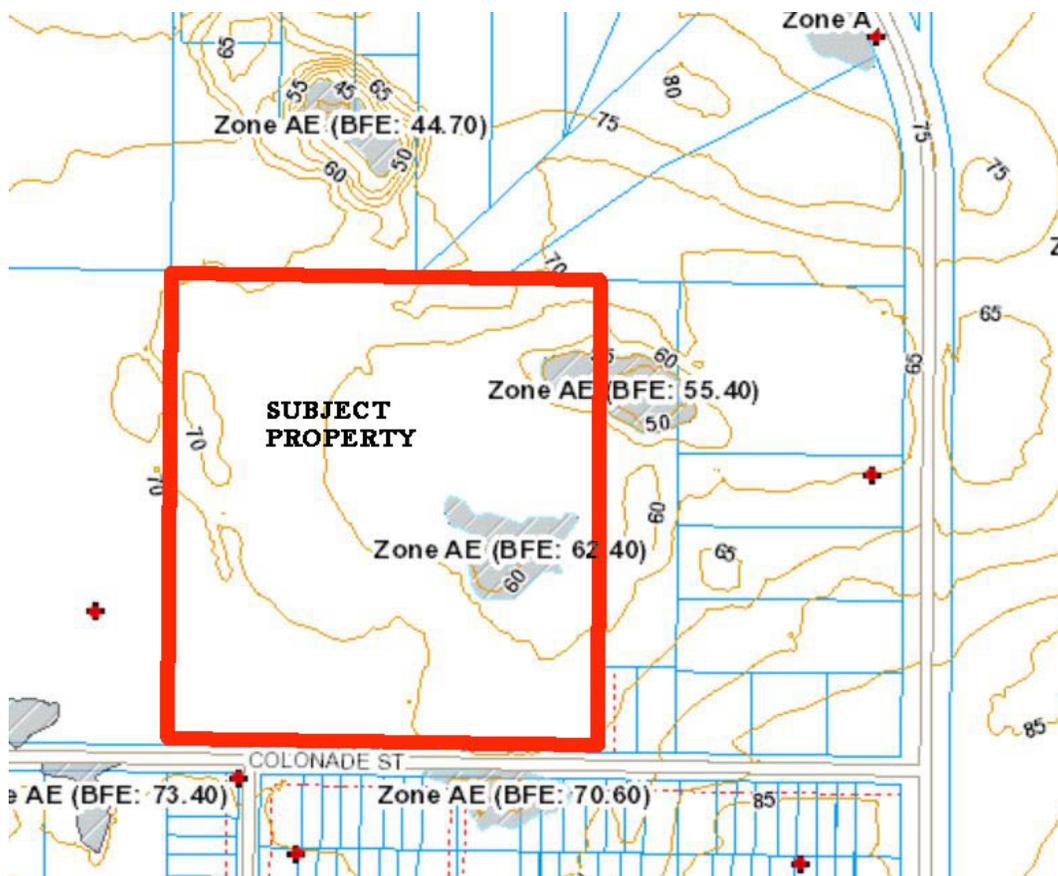
Compatibility: Analysis of adjacent uses, shown below, establishes that the compatibility of the proposed multi-family residential use with surrounding uses is compatible.

	Current use	Zoning	Future Land Use
Subject Property	Vacant Wooded undeveloped	Residential R-2	Urban Low Density (ULD)
North	Residential	Residential R-2	Urban Low Density (ULD)
East	Vacant Wooded undeveloped, DRA	Residential R-2	Urban Low Density (ULD)
South	Multi-family Residential	Residential R-2	Urban Low Density (ULD)
West	Church	Residential R-2	Urban Low Density (ULD)

Environmental Suitability: The property includes areas within the 100 year floodplain as shown as shaded areas on the map below. A low area acting as a drainage feature lies on the Northern part of the property. This low area is the destination of stormwater flow for several of the surrounding properties also. The deepest part of what is suspected to be a former mine pit which is located on the property to the East is identified as a wetland in the comprehensive plan. The SWFWMD permitting process will control drainage issues regarding any development activity. However, drainage does not appear to be an issue at this time. The comprehensive plan does not identify any special habitat on the subject property.

The Natural Resources Conservation Service's Soil Survey of Citrus County, Florida, identifies the amendment site as predominantly containing the Ft Meade loamy fine sand 0-5% slopes. The sandy soil type is characterized as nearly level, and well drained with only slight limitations to the development of buildings and roads.

The Northern portion of the property is shown by the soil survey to contain "Udorthents" soil. This soil type is typically found in areas that have been mined. Since this soil type is disturbed, man-made soil its functional capability varies widely based on the type of "spoil" deposited on the site which can vary by the type of mining done or any site reclamation activity.



Impact Assessment

- A. Potable Water System:** The amendment site is located within the City of Inverness Potable Water System Service Area. Any future development on the site will be served by the municipal water system. The Potable Water System is currently meeting or exceeding the adopted level of service standard for potable water established by the City's Comprehensive Plan. The LOS standard is 125 gallons per capita per day. The comprehensive plan averages residential units at 2.14 persons per household. Therefore, for calculation of water supply needs this assessment employs a base residential unit level of service of 267.5 gallons per day.

When the figures above are combined to estimate the maximum development scenario potable water treatment system impact of 43 added dwelling units. The estimated impact is 11,502 gallon per day as the maximum estimated potable water supply demand potentiated by the amendment. The estimated impact is within the water system's surplus treatment capacity.

Conclusion: The City's potable water treatment facilities are anticipated to continue to meet or exceed the level of service standard for potable water provided in the City's Comprehensive Plan. The developer will be responsible for any needed improvements to the distribution system.

- B. Sanitary Sewer Facilities:** The amendment site is located within the City of Inverness sanitary sewer system service area. Any future development on the site will be served by the municipal wastewater system. The wastewater system is currently meeting or exceeding the adopted level of service (LOS) standard established by the City's Comprehensive Plan. The LOS standard is 75 gallons per capita per day. The comprehensive plan averages residential units at 2.14 persons per household. Therefore, for calculation of wastewater needs this assessment employs a base residential unit level of service of 160.5 gallons per day.

When the figures above are combined to estimate the maximum development scenario wastewater system impact of 43 added dwelling units. The estimated impact is 6,901 gallons per day potentiated by the amendment. The estimated impact is within the system's surplus treatment capacity.

Conclusion: The City's wastewater treatment facilities are anticipated to continue to meet or exceed the level of service standard provided in the City's Comprehensive Plan. The developer will be responsible for any needed improvements to the wastewater collection facilities.

- C. Solid Waste:** The Level of Service standard for the City of Inverness is 3.5 pounds of solid waste per day per capita, as defined in the Infrastructure Element. Residential and commercial land uses in the city are served by a private service provider. Generally, solid waste is collected, hauled and landfilled by private sector providers under contract.

Conclusion: There are no municipal solid waste facilities. The proposed amendment will not negatively impact City or County solid waste facilities.

- D. Drainage:** According to the Infrastructure Element, Residential development is responsible to for the post-development 25 year 24 hour storm peak flow and first inch of rainfall. This standard is similar to current SWFWMD standards.

Conclusion: The proposed amendment is bound by SWFWMD permitting standards for drainage and will not negatively impact the City's drainage facilities.

- E. Recreation:** The proposed 43 additional dwelling units is estimated to accommodate an additional 92 persons at 2.14 persons per household. The additional people will have an impact on existing parks and recreation facilities. However, due to the City’s surplus of recreational facilities over existing levels of service the impacts potentiated by the amendment are not expected to render any levels of service deficient.

Conclusion: The proposed amendment is not expected to negatively impact the City's Recreation and Facility Standards.

- F. Traffic Circulation Impacts - Roads:** The traffic analysis estimates the maximum traffic impact of the proposed land use amendment on the transportation network to determine if adequate facilities are, or will be, available to support the proposed land use. In this case, the impacted roadways are US Hwy 44 West and Forest Drive. The City’s Comprehensive Plan identifies Hwy 44 as a major arterial roadway and Forest Drive as a Collector. US Hwy 44 is also a segment of the Strategic Intermodal System. The adopted level of service for all arterial roadways is LOS C at peak hour and collectors have an adopted LOS D at peak hour. For conversion of AADT trips to peak hour traffic - peak hour will be assumed to equal 10% of average daily traffic.

Florida DOT provides Annual Average Daily Traffic (AADT) counts for US Hwy 44; counts in 2014 computed an average daily volume of 31,000 trips along US Hwy 44 West. The count station used for this assessment is located just west of CR 581 which is between forest Drive and Colonade Street which are the local streets leading to the subject property. There are no traffic counts for Colonade St. or Forest Dr.

The traffic analysis is based on 0.16 peak hour trips per residential unit of attached senior adult housing or 0.67 peak hour trips per residential unit for a non-age restricted apartment complex. Trip generation figures are from the Institute of Transportation Engineers - Trip Generation Manual.

Development Type	Units	P.M. Peak Hour Trips	Average Annual Daily Trips
Apartments	43	28.81	288.1
Senior Apartments	43	6.88	68.1

The maximum trip generation resulting from the proposed amendment is 288 Annual Average Daily Trips. However, the applicant is proposing senior housing for the site.

Roadway Segment	Location	2014 Avg. Annual Daily Traffic Count	Level of Service Standard	Additional Trips Created by Amendment	Peak Traffic with Impact from Amendment	Maximum Volume for Adopted LOS C	Level of Service with Impacts from Amendment
US Hwy 44 West	West of CR 581	31,000	LOS C	288	31,288	35,790	LOS C

Conclusion: The addition of the maximum 288 average annual daily trips will not render the SR44 roadway LOS deficient, or have an adverse effect on the traffic network. The addition of 68 average daily trips to the surrounding roadway system will be easily accommodated.

Consistency with the Comprehensive Plan

Following are the most relevant and applicable policy language from the City of Inverness Comprehensive Plan from which deliberation can be versed. Comprehensive plan consistency is a central focus for the Planning and Zoning Commission.

FUTURE LAND USE ELEMENT

Goal 1.1: The Future Land Use Element will maintain a Future Land Use Plan to provide balanced and controlled city growth; to secure local residents' comfort and welfare, and to insure that the character, magnitude, and location of all land uses provide a system for orderly growth and development.

Policy 1.1.1.4: The City shall discourage isolated residential development that requires higher service costs.

Policy 1.1.1.7: The City shall encourage redevelopment and infill opportunities in the urbanized nodes and central town core. These activities shall support the efforts of the Community Redevelopment Area and the Central Business District as shown on the Future Land Use map

Policy 1.1.1.8: The City shall encourage redevelopment of infill parcels. The city, through its Land Development Regulations and Future Land Use Map, shall encourage innovative land development techniques including planned use development (PUD), and mixed use land use categories to support higher densities and multimodal connectivity appropriate for the Transportation Concurrency Exception Area.

Policy 1.1.1.11: The developer/owner of any site shall retain ultimate responsibility for on-site construction, maintenance, and management of stormwater runoff, which shall be provided in such a manner that post-development runoff rates, volumes, and pollutant loads do not exceed predevelopment conditions. The provision of stormwater runoff as it applies to single family dwellings shall fall under the City's existing stormwater drainage requirements in Chapter 19, City of Inverness Code of Ordinances.

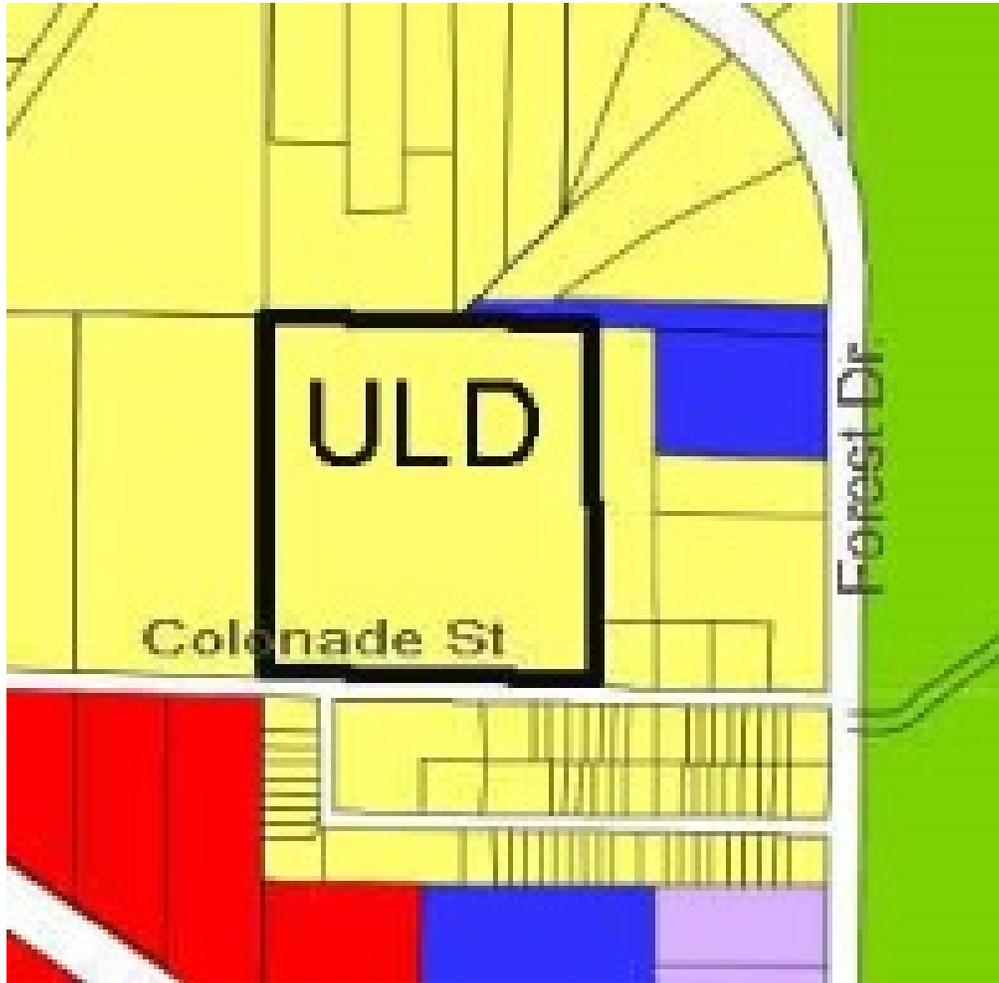
Objective 1.2.4: Coordinate all future land use with topography, soil conditions, and other natural features, and direct proposed development to areas with public facilities, services and promote infill opportunities in order to use the land in an efficient and environmentally acceptable manner.

Objective 1.2.6: Discourage urban sprawl and promote orderly and compact development by directing new development into areas served by public facilities and services

Objective 1.3.1: Permit a variety of densities within the City for contrast in the residential land use categories.

Policy 1.4.1.1: The City shall continue to enforce local floodplain regulations in the Inverness Land Development Regulations through scrutinized building permit issuance in conformance with the requirements and guidelines of the floodplain ordinance.

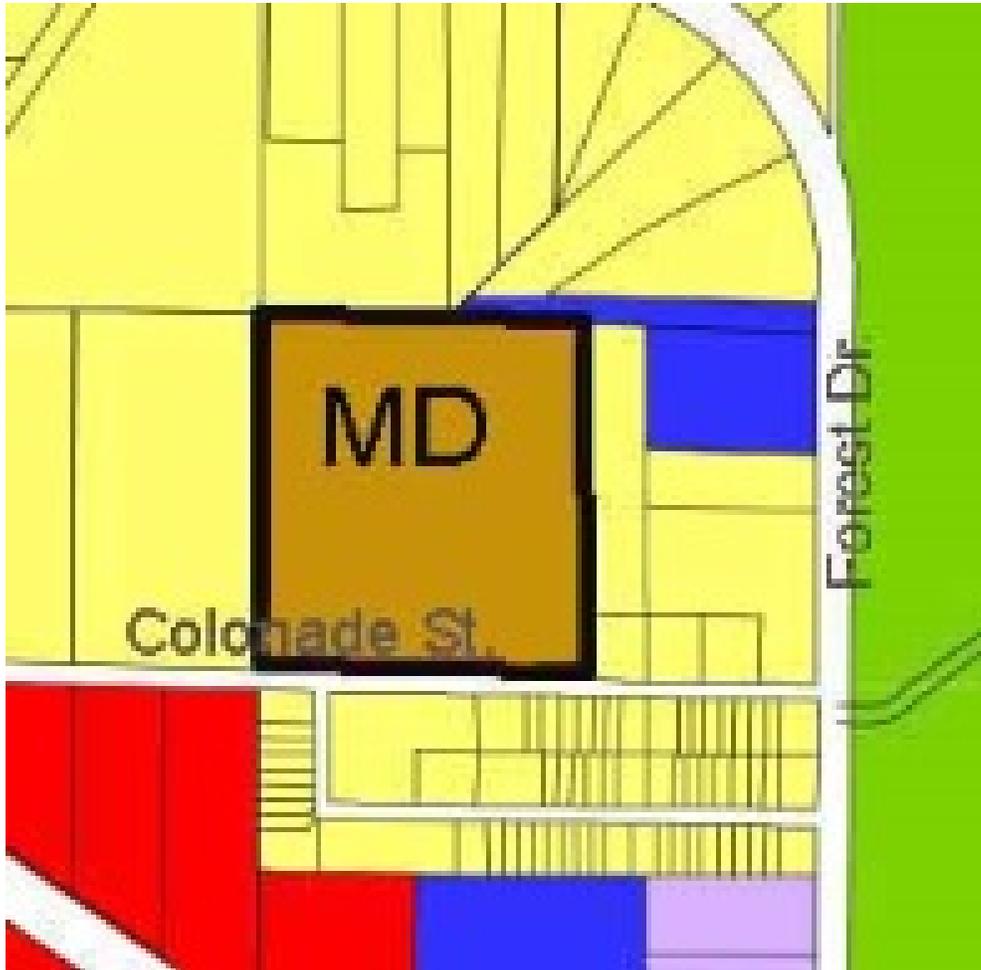
Future Land Use Map Prior to Adoption



LEGEND:

- | | |
|---|--|
|  Suburban Low Density - (SLD) 2.5 UPA |  Commercial - (C) |
|  Low Density - (LD) 5.0 UPA |  Community Redevelopment Area - (CRA) |
|  Urban Low Density - (ULD) 7.5 UPA |  Industrial / Manufacturing - (I-M) |
|  Low Medium Density - (LMD) 10.0 UPA |  Open Space / Recreational - (OS-R) |
|  Medium Density - (MD) 12.5 UPA |  Conservation |
|  Residential / Office - (R-O) 10.0 UPA |  Well Head Location & Protection Area (500 ft radius) |
|  Public / Semi-Public - (P-SP) |  City Limit Boundary (includes new annex) |
|  Preservation / Wetlands - (P-W) |  Central Business District - (CBD) |

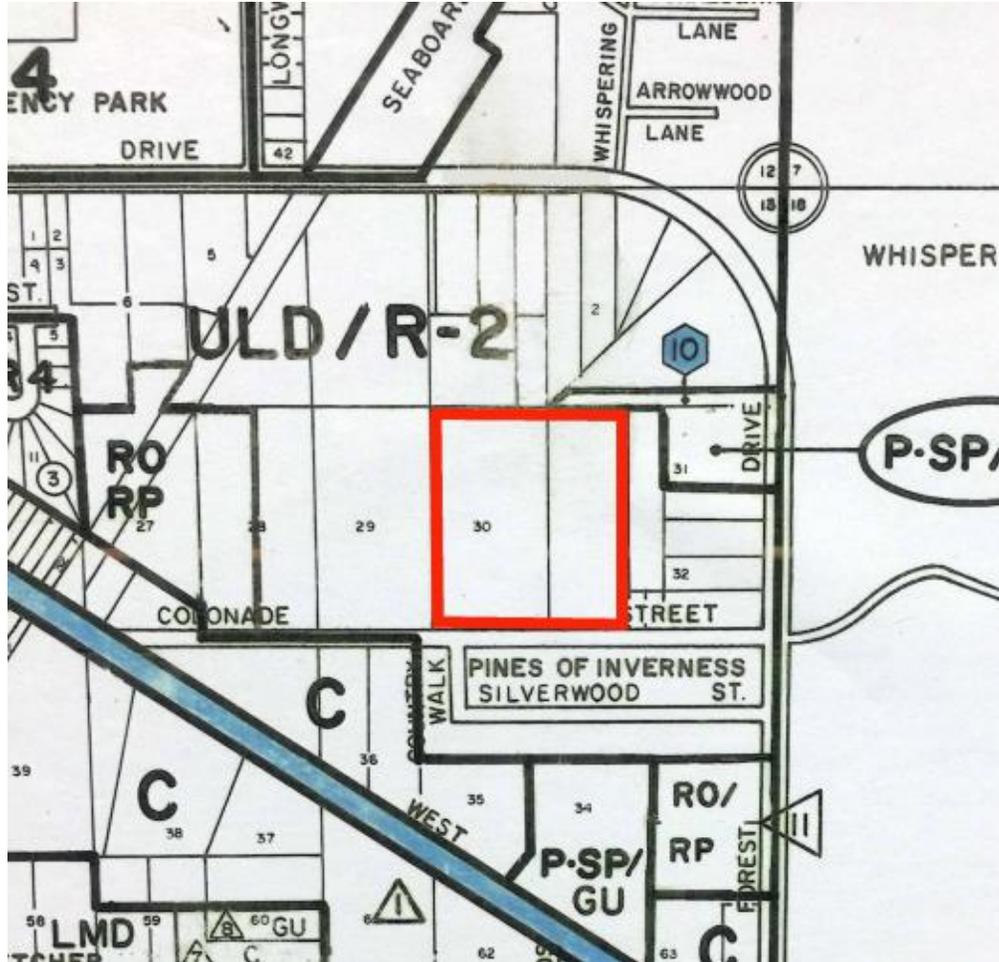
Future Land Use Map Following Adoption



LEGEND:

- | | |
|---|--|
|  Suburban Low Density - (SLD) 2.5 UPA |  Commercial - (C) |
|  Low Density - (LD) 5.0 UPA |  Community Redevelopment Area - (CRA) |
|  Urban Low Density - (ULD) 7.5 UPA |  Industrial / Manufacturing - (I-M) |
|  Low Medium Density - (LMD) 10.0 UPA |  Open Space / Recreational - (OS-R) |
|  Medium Density - (MD) 12.5 UPA |  Conservation |
|  Residential / Office - (R-O) 10.0 UPA |  Well Head Location & Protection Area (500 ft radius) |
|  Public / Semi-Public - (P-SP) |  City Limit Boundary (includes new annex) |
|  Preservation / Wetlands - (P-W) |  Central Business District - (CBD) |

Zoning Map Prior to Adoption

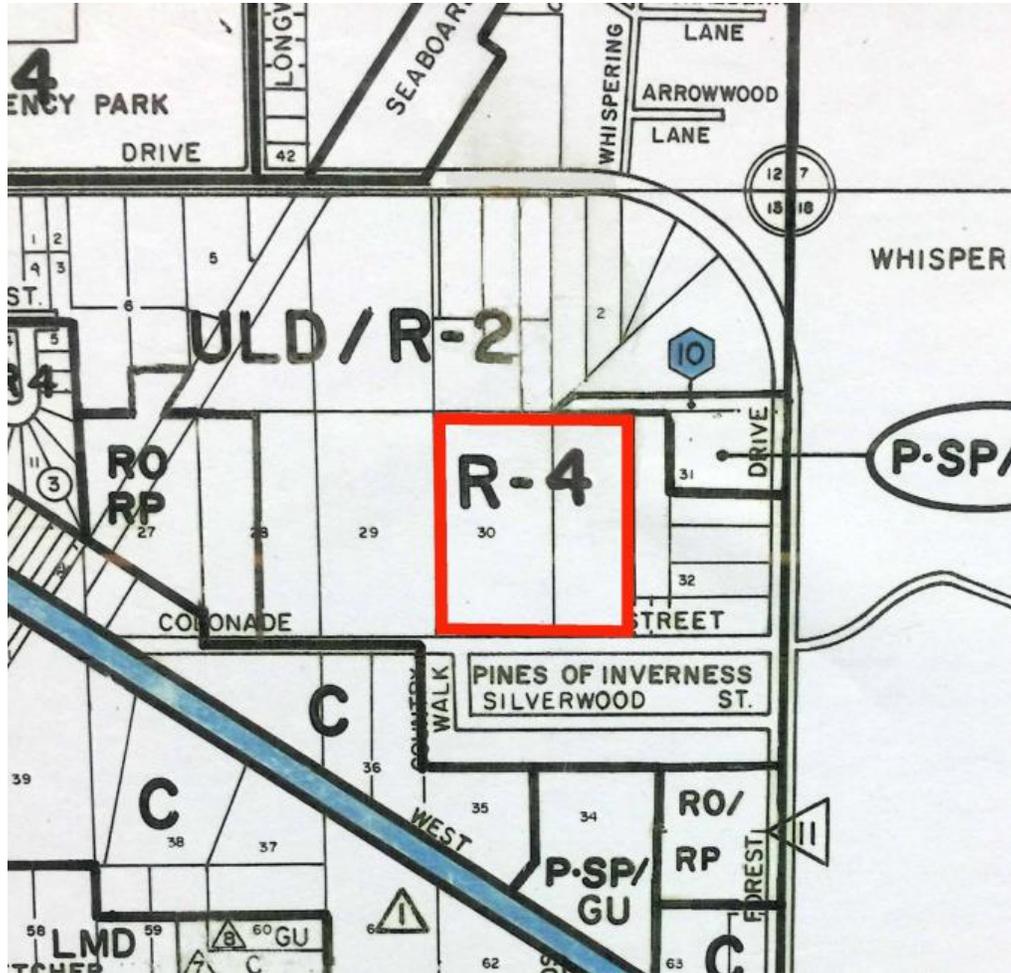


LEGEND/ABBREVIATIONS

SLD/RS.....SUBURBAN LOW DENSITY (2.5 U.P.A.)
 LD/R-1.....LOW DENSITY (5.0 U.P.A.)
 ULD/R-2.....URBAN LOW DENSITY (7.5 U.P.A.)
 LMD/R-3.....LOW MEDIUM DENSITY (10.0 U.P.A.)
 MD/R-4.....MEDIUM DENSITY (12.5 U.P.A.)
 (U.P.A.).....UNITS PER ACRE
 R-O/R-P.....RESIDENTIAL - OFFICE /
 PROFESSIONAL

P-SP/GU PUBLIC-SEMI-PUBLIC /
 GOVERNMENT USE
 C.....COMMERCIAL
 [Blue Box].....CENTRAL BUSINESS DISTRICT
 I-M/I.....INDUSTRIAL-MANUFACTURING /
 INDUSTRIAL
 OS-R.....OPEN SPACE-RECREATIONAL
 CON.....CONSERVATION
 P-W.....PRESERVATION-WETLANDS

Zoning Map Following Adoption



LEGEND/ABBREVIATIONS

SLD/RS.....SUBURBAN LOW DENSITY (2.5 U.P.A.)
 LD/R-1.....LOW DENSITY (5.0 U.P.A.)
 ULDR-2.....URBAN LOW DENSITY (7.5 U.P.A.)
 LMD/R-3.....LOW MEDIUM DENSITY (10.0 U.P.A.)
 MD/R-4.....MEDIUM DENSITY (12.5 U.P.A.)
 (U.P.A.).....UNITS PER ACRE
 R-O/R-P.....RESIDENTIAL - OFFICE /
 PROFESSIONAL

P-SP/GU PUBLIC-SEMI-PUBLIC /
 GOVERNMENT USE
 C.....COMMERCIAL
 [Blue Shaded Area].....CENTRAL BUSINESS DISTRICT
 I-M/I.....INDUSTRIAL-MANUFACTURING /
 INDUSTRIAL
 OS-R.....OPEN SPACE-RECREATIONAL
 CON.....CONSERVATION
 P-W.....PRESERVATION-WETLANDS

ORDINANCE NO. 2016 - 719

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA AMENDING THE CITY OF INVERNESS COMPREHENSIVE PLAN UNDER THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT PROCESS PROVIDED BY CHAPTER 163 AND 166, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP FROM URBAN LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL ON PROPERTY WITHIN THE CITY OF INVERNESS AS FURTHER DESCRIBED HEREIN BELOW; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Inverness recognizes the need to plan for orderly growth and development; and

WHEREAS, the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 89-401 on April 14, 1989 and subsequent amendments; and

WHEREAS, Chapter 163, Florida Statutes provides for and requires the amendment of the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission of the City of Inverness held the required public hearing with public notice having been provided and, reviewed and considered all comments received during said public hearing and the amendment report concerning said application for amendment described below; and

WHEREAS, the City Council of the City of Inverness has determined that all provisions of this ordinance are consistent with the City of Inverness Comprehensive Plan.

NOW THEREFORE, be it ordained by the City Council of the City of Inverness, Florida as follows:

SECTION 1. PLAN AMENDMENT ADOPTED

Comprehensive Plan Amendment CPA-16-001 by Gene Strickland is hereby adopted; Amending the Future Land Use Map of the City of Inverness Comprehensive Plan from Urban Low Density (ULD) to Medium Density (MD) as presented in application CPA-16-001 and as further described in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City

Council of the City of Inverness hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

SECTION 3. INCLUSION IN THE COMPREHENSIVE PLAN

It is the intention of the City Council of the City of Inverness, Florida and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the City of Inverness Comprehensive Plan. To this end, the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, including graphic revision to the future land use map.

SECTION 4. EFFECTIVE DATE

The effective date of this Small Scale Comprehensive Plan Amendment shall be as provided by law. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

ACCEPTED on First Reading this 3rd day of August, 2016.

UPON A MOTION DULY MADE AND CARRIED, the foregoing Ordinance was adopted on the ____ day of _____ 2016.

CITY OF INVERNESS, FLORIDA

By: _____
DAVID RYAN, President

By: _____
ROBERT PLAISTED, Mayor

ATTEST:

DEBORAH DAVIS, City Clerk

Approved as to form and correctness:

LARRY HAAG, City Attorney

EXHIBIT A

CPA-16-001

Legal Description

FLETCHER HTS PB 1 PG 41 LOTS 30, 31 & 32 LESS AND EXCEPT THE EAST 404 FT OF LOTS 31 & 32 AS DESCRIBED IN OR BK 81 PG 419 & DC IN OR BK 668 PG 1289



ORDINANCE NO. 2016 - 720

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF INVERNESS, FLORIDA UNDER THE SMALL SCALE AMENDMENT PROCESS PROVIDED BY CHAPTER 166, FLORIDA STATUTES; AMENDING THE OFFICIAL ZONING MAP FROM RESIDENTIAL (R-2) TO RESIDENTIAL (R-4) ON PROPERTY WITHIN THE CITY OF INVERNESS AS FURTHER DESCRIBED HEREIN BELOW; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Inverness recognizes the need to plan for orderly growth and development; and

WHEREAS, the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 89-401 on April 14, 1989 and subsequent amendments, and

WHEREAS, Chapter 163, Florida Statutes provides for and empowers the City to adopt Land Development Regulations; and

WHEREAS, the Planning and Zoning Commission of the City of Inverness held the required public hearing with public notice having been provided and, reviewed and considered all comments received during said public hearing and the amendment report concerning said application for amendment described below; and

WHEREAS, the City Council of the City of Inverness has determined that all provisions of this ordinance are consistent with the City of Inverness Comprehensive Plan.

NOW THEREFORE, be it ordained by the City Council of the City of Inverness, Florida as follows:

SECTION 1. ZONING MAP AMENDMENT ADOPTED

Official Zoning Map amendment Z-16-001 by Gene Strickland is hereby adopted; Amending the zoning district designation from Residential (R-2) to residential (R-4) as presented in application Z-16-001 and as further described in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council of the City of Inverness hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and

all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

SECTION 3. INCLUSION IN THE LAND DEVELOPMENT CODE

It is the intention of the City Council of the City of Inverness, Florida and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the City of Inverness Land Development Code in which the Official Zoning Map is incorporated. To this end, the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, including graphic revision to the zoning map.

SECTION 4. EFFECTIVE DATE

The effective date of this Small Scale Zoning Map Amendment shall be as provided by law. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

ACCEPTED on First Reading this 2nd day of August, 2016.

UPON A MOTION DULY MADE AND CARRIED, the foregoing Ordinance was adopted on the ____ day of _____ 2016.

CITY OF INVERNESS, FLORIDA

By: _____
DAVID RYAN, President

By: _____
ROBERT PLAISTED, Mayor

ATTEST:

DEBORAH DAVIS, City Clerk

Approved as to form and correctness:

LARRY HAAG, City Attorney

EXHIBIT A

Z-16-001

Legal Description

FLETCHER HTS PB 1 PG 41 LOTS 30, 31 & 32 LESS AND EXCEPT THE EAST 404 FT OF LOTS 31 & 32 AS DESCRIBED IN OR BK 81 PG 419 & DC IN OR BK 668 PG 1289



Proof of Publication

from the
CITRUS COUNTY CHRONICLE
Crystal River, Citrus County, Florida
PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

Before the undersigned authority personally appeared

John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the

819-0805 FCRN PUBLIC NOTICE OF PROPOSED ENACTMENT NOTICE is hereby given by the City Council of the City of Inverness, Florida that pursuant to Chapter 166.041 of the laws of Florida a Public Notice be given by the City Council of the City of Inve

Court, was published in said newspaper in the issues of August 5th, 2016.

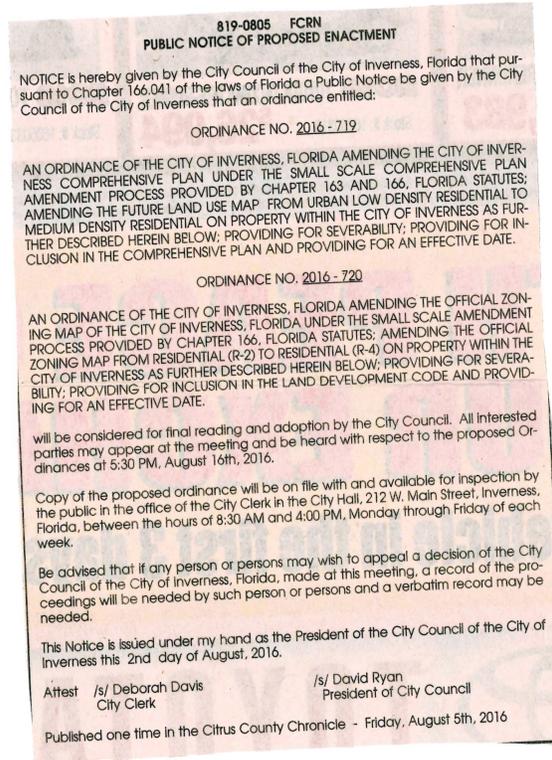
Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


The forgoing instrument was acknowledged before me

This 5th day of Aug., 2016
By: John Murphy and/or Mary Ann Naczi and/or Mishayla Coffas

who is personally known to me and who did take an oath.


Notary Public





08/12/2016 09:35
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 1
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 08/31/16
			TOTALS FOR ACE HARDWARE CO OF INV INC		45.98
			TOTALS FOR ANDERSON, DAMON R		300.00
			TOTALS FOR TIME WARNER CABLE		78.58
			TOTALS FOR CENTRAL MATERIALS CO INC		66.30
			TOTALS FOR CITY TIRE OF INVERNESS		193.80
			TOTALS FOR FRISS, ROBERT KING		100.00
			TOTALS FOR GOLDEN X PLUMBING SUPPLY INC		231.46
			TOTALS FOR MANN-ICURE LAWN SERVICE AND LANDSCAPING		1,425.00
			TOTALS FOR BRIAN MULLANY		150.00
			TOTALS FOR MUNICIPAL EQUIPMENT COMPANY, LLC		5,940.93
			TOTALS FOR MUNIS		5,802.99
			TOTALS FOR NAPA OF INVERNESS		120.25
			TOTALS FOR NATIONWIDE RETIREMENT SOLUTIONS		1,533.00
			TOTALS FOR PUBLIC EMPLOYEES UNION		25.66
			TOTALS FOR PYROTECH FIREWORKS, LLC		7,000.00
			TOTALS FOR SOUTHWEST DIRECT		2,539.54
			TOTALS FOR UB REFUND		256.60
			TOTALS FOR UNIFIRST CORPORATION		52.79
			TOTALS FOR WESTIN DIPLOMAT RESORT & SPA		2,730.00
			TOTALS FOR WOODARD & CURRAN, INC		235,050.21
			REPORT TOTALS		263,643.09

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

July 26, 2016
5:30 PM

The City Council of the City of Inverness met on the above date in a City-Wide Budget Workshop at 212 W. Main Street with the following members present:

President Ryan
Vice President McBride
Councilwoman Bega – (Absent)
Councilwoman Hepfer
Councilman Hinkle
Mayor Plaisted

Also present were City Manager DiGiovanni, Asst. City Manager Williams, Senior staff members, and City Clerk Davis.

The meeting was called by the following Notice to all Council, Mayor, media, as well as publicly posted.

PUBLIC NOTICE

DATE: March 1, 2016

PLEASE BE ADVISED **BUDGET RELATED WORKSHOPS FOR 2016/17 FY ARE CALLED FOR THE CITY COUNCIL OF THE CITY OF INVERNESS, AT 212 W. MAIN STREET, INVERNESS, FLORIDA, AS FOLLOWS:**

April 7	5:30pm	Overview of Projects & Goals
May 5	5:30pm	City-Wide Five-Year Capital Improvement Plan (CIP)
May 10	5:30pm	CIP Workshop (if necessary)
July 26	5:30pm	City-Wide Budget Workshop
July 28	5:30pm	Budget Workshop (if necessary)
Sept. 8	5:01pm	Tentative Budget Adoption - 1 st Public Hearing
Sept. 22	5:01pm	Final Budget Adoption - Final Public Hearing

/s/ David Ryan
President of City Council

City Manager DiGiovanni began the 2016/17 City-Wide Budget Workshop with an opening statement referencing the Inverness Capital Action Plan and is being worked for some of the projects to commence during next fiscal year. It was noted that the tentative millage has been set as ½ mill higher than the current rate. This workshop will provide information on the City budget and the status of fiscal perspective, and a policy perspective. There are issues that have remained with the City for quite some time, and it is getting to a point where the needs and aspirations are beginning to feel pressure. There will also be discussion regarding the lack of growth and poor property valuations. The facts cannot be disputed, and there will be a reality to confront. Moving forward, there will need to be policy changes made.

Summary Totals – All Funds presented total proposed expenditures with 2016 at \$21,957,130 and the 2017 proposed budget at \$25,080,851. This is an increase of \$3,123,721, for capital projects of \$2,953,196 and new money with ½ mill of \$269,378. Total ending reserves are \$13,930,965 and presents a total budget of \$39,011,816. The All Fund Summary charts for 2017 proposed budget expenditures by function and by type (Governmental, Special Revenue, Enterprise, and Trust Funds) is \$25,080,851 excluding reserves. He spoke of the incredible restriction due to the stagnate valuations, and there is very little new money. This budget was built with little to no changes.

Department/Agency – General Government

Legislative proposed is \$122,880 with no change; Executive is \$778,190 with no changes other than including the Capital Project Team salaries at \$160,000; General Government is 792,265, absorbing credit card fees of \$5,000, Cemetery Management Contract of \$38,916; and this eliminates a marketing/education program of \$135,000. The Finance budget of \$440,452 with a slight change with utility billing costs. Community Development budget with no change at \$266,320. Information Technology with \$288,213 and no changes other than eliminating 1 FTE network specialist. Facilities Maintenance with a reduction of \$28,323 in IGC maintenance at \$152,195.

Fire Services will remain the same with no change at \$546,892 including operational expenses and personnel, and building a reserve fund with \$25,000/year for 5 years.

Public Works Sanitation is \$1,074,760 and eliminates the hazardous waste program. Road and Street Facilities at \$768,823 with the CIP Project Engineer moved to the Executive budget. Satellite Park Maintenance at \$137,491 and Cemetery Maintenance at \$152,425 with no changes. Public Works – Utilities with no changes in the Water Plant at \$649,660; Sewer Plant at \$1,128,952; and Water/Sewer Lines at \$196,965, an employee was shifted from the City management to Woodard Curran. There will also be a retirement coming soon.

Culture/Recreation shows no change in Recreation & Cultural Programming at \$21,083; Valerie Theatre at \$212,775; and Inverness Events & Visitors Bureau with \$455,424. Noted was the CRA sponsorship of \$100,000 and corporate business partner program of \$55,000.

City Manager DiGiovanni addressed the various budget pressures and issues in the 2017 budget to include personnel, slow growth in property values, increase costs by other governments, lack of funding at Whispering Pines Park and the withdrawal from the sanitation services by the School Board.

ISSUES

Whispering Pines Park has a budget of \$569,144 which does not support status quo operations or services. \$50,000 in fees must be generated to maintain and changes will be made to all fees, charges and admissions. He spoke of how the park was modeled on urban parks in the 1950s and 1960s. Aquatics budget of \$202,033 with revenues of \$80,300 show the need to curtail hours and programs. The pool is very old and will need

replaced or phased out, and the park should be re-planned with a water park family area. Park Facilities budget of \$367,081 is offset by revenues of \$14,800, therefore we must curtail hours and services at the park. The Ballfields are a high cost and needs to be more tourist based and create a concert venue to support local economy and family activity. Court Facility Area needs the basketball courts relocated, replace racquetball with pickleball courts, and create a hub for joggers, walkers and nature trails. He spoke of the new bicycle connectivity to the trail. In the future there needs to be a new entrance from the highway, a new logo and branding, and new revenues and reduced spending.

Law Enforcement Revenues includes the reduction of parking fines estimated at \$6,500; fines and forfeitures at \$16,000; and no reporting of collections or expenses from the Sheriff's Office regarding law enforcement education funds or seized funds.

Law Enforcement - 2017 shows \$16,736 for the School Crossing Guard program, which is state mandated. 911 Dispatch Services costs of \$32,000, and the Sheriff's Services contract at \$775,529 which is a 1.01% increase. Moving forward we are looking at approx. \$43,430 total increase for these programs. It is being strongly recommended to deduct these costs for the current program costs.

Sanitation Services with the City program for the businesses and for the residents. The School Board is being petitioned to break the franchise agreement with the City and go out to bid for a lower cost with Goodfellas. This will be a revenue loss of \$33,000 to the City. This action could impact the entire City program and impact funding for residential services.

Reserve Replenishment for the Land Acquisition Reserve is a projected balance of \$500,687 by 9/30/2016 and will continue to replenish \$50,000/year starting in 2017 until fund reaches \$800,000 (6 years). Fire Services Reserve balance at 9/30/16 is to be \$25,000 and continue to replenish at \$25,000/year for five years (\$125,000). Capital Equipment Reserve's balance is projected for 9/30/2017 to be \$217,000 and continue to replenish \$50,000/year starting in 2017 until fund reaches \$500,000 (6 years).

Items Not Funded include a full time staff accountant position in Finance, a part time Code Enforcement position in Community Development, and a full time Network Support Position in Information Technology. There will be no new events, no increase in marketing efforts, and no expansion of existing events through the Event and Visitors Bureau due to no funding for 1.5 full time staff support. Public Works will eliminate the hazardous material disposal and will not be hiring of 1 FT Equipment Operator or Maintenance Mechanic. Whispering Pines Park needs additional staff due to increased maintenance needs and outdated/old equipment, but will not add 2 FT Maintenance Mechanics or 2 PT Recreation Aides. Positions requested that are not funded total \$319,651, noting the ½ mill does not even fund this.

City Manager DiGiovanni reference the current Personnel Cost Allocation - All Fund Summary chart of \$2,865,211 with the percentage breakdown per department. He compared this amount to the cost in 1995.

ICRA – Operating Expenditures - 2017 referencing the expanded CRA, the hospital, and objection at the County Government level regarding these funds. Total Operating Expenditures total \$346,385. He spoke of bond validation and positioning for debt service, and of potential challenges. O & M highlights include Special Attorney fees of \$100,000 and Contractual Services of \$55,390. There is a programming contribution to the Valerie Theatre of \$150,000 and working for a downtown lighting program of \$10,000 and downtown banner program of \$5,000. Included is an event sponsorship of \$100,000 to IEVB, administrative reimbursement to the General Fund for staff time of \$211,500 and ending cash reserves of \$60,156. Total 2016 Budget - \$1,317,591.

2017 Capital Improvement Program of \$3,427,746 including various buildings and improvements to create the new City. Debt Payments have an allocation of \$454,550.

Debt Issuance – 2017 spoke to issuing debt and to control of stream of the CRA and pledge it to repay bonds. This would start the materialization of the projects and looking at approx. \$16M in grants. He spoke of eliminating areas of blight and new money coming into the City with new buildings and businesses, creating more money into the CRA. Policy decisions will need to be made on debt services.

Hospital Challenge regarding property valuation is looking to reduce their tax bill by 50%, putting further pressure on the City. If HCA prevails, there is a potential refund of CRA contributions.

County Challenges are the refusal to pay penalties and interest on late payments, and more challenges are projected for the future. The City needs to establish a reserve fund for challenges, including Legal Counsel as costs to the program.

Property Taxes show property values below the average growth for the State. He referenced the ½ mill increase representing an 8.87% tax increase. Total revenues generated - \$3,387,304 with a commitment to CRA of \$603,812 and General Fund support of \$2,627,615. Reminded in 2016, City residents received a 1/2 mill decrease due to eliminating the County Fire Services Tax.

City Manager referenced charts of the 2008 – 2017 Property Values and noted properties are valued \$55,153,255 below 2008 values, and Mill Levy Comparison, including the ½ increase for reference purposes.

General Fund Revenues total \$8,024,960 excluding inter-fund transfers, with Property Tax of \$2,627,615 (excluding CRA portion of \$603,812), Sales Tax of \$335,817, Franchise fees of \$745,320 and Utility Service Taxes of \$783,826. A 3% Utility Tax is proposed on water services for in-city residents, generating \$37,326. A General Fund

Revenues-Comparison graph represented one time transfer from Capital Projects Fund for Bond Defeasance of \$3,849,048.

CRA Revenues shows the money from the City, the County, interest earnings, and cash balance forward. HCA is contesting \$28,500,000 in assessed valuations with a potential reduction to City and County of \$382,998 and in 2017 of \$410,072.

Utility Revenues total \$4,272,181 with the annual CPI rate adjustment of 1.29%, a total increase of \$38,000. Spoke to Rosemont/Rolling Greens 137 new customers and Sweetwater Pointe 58 new customers. There has been a water loss reduction from 15% to 5% with automated metering system, customer lead recognition and notification within 24 hours, and improved water usage tracking methods.

City Manager referenced the chart of All Fund Summary – 2017 Proposed Revenue Sources with highlights to State Shared Revenues of 3.3% and Property Taxes of 13.9%. Totaling \$23,820,316.

BUDGET GOALS

Find it; Fix it; Make it BETTER. Spoke to protecting reserves for unforeseen needs and emergencies; allocate funds to start the Capital Action Plan in 2017; delivers the expected service levels (must make changes in the Parks); control recurring expenses; maintain fiscal integrity, and great events marketing. City Manager announced an upcoming presentation of how the City plans and planning methods to the Hernando/Citrus MPO and the State Planners Association in Tampa.

City Manager noted there are difficulties facing the City and we cannot continue as we have, as we will not accomplish the projects. The fact is we must be smart with the revenues and very smart on how we apply them to maintain the services to keep the greater good alive and well. The goals and objectives have to be implemented. He spoke to a recent presentation to the Inverness Business Leaders and they asked how the City of Inverness could not accomplish all of these projects.

In Summation consideration needs to be made with the additional cost of Law Enforcement and radios; changes to the availability of facilities; revenue streams. Next fiscal year must be frugal and fully balanced. An audit of the City must be done by professionals to evaluate how this community is being appraised and valued.

Council Comments:

Councilman McBride spoke to the appeal of a water park at Whispering Pines and would be revenue producing, and a size to accommodate more people in a family friendly environment. City Manager stated there can be a water park for a family environment with 3 entities working together, including the water park, picnic area, and playground. Councilman spoke of the cost of pool maintenance versus revenues and questioned the use being decreased or facing a decision to phase out the pool. City Manager spoke of staffing, costs, etc. and should look at phasing out in 1-2 years. Councilman McBride

questioned the reduction of ballfields with City Manager commenting to the County government's responsibility to contribute to the park funding and questioned holding on to the past or move forward. Need to look at a better return for lower cost and suggested getting money from the County for events, etc. and reconcile to making changes. Both spoke to the future of the park and contribution from the County.

President Ryan questioned the devaluing of property taxes and if it is throughout the County or in the City only, with City Manager stating it varies throughout the County. Councilman spoke of the Blue Ribbon Panel for 911 calling regarding grants, etc. with City Manager recommending taking the additional money from the existing agreement. Also spoke to grant writing, grants and details regarding them.

Mayor Plaisted stated that looking at events and charging fees, etc. for more revenue. In developing all of this was to attract more to move into the City and not sure of the dynamic of what is happening and questioned where to get other sources of revenue. City Manager spoke to charging for events and the right venue for this is not downtown or the parks at the lakes. Whispering Pines Park is more controlled. Mayor spoke to defining the various communities that may elevate property value.

Council President Hepfer questioned how the property valuations are determined. She likes the changes with the parks and questioned the fire grant status. City Manager spoke of the 3% tax increase limit, creating a dynamic to increase use and attendance in the park, and the grants are moving forward.

Councilman Hinkle questioned the 9-point County agreement with City Manager stating 5 points have been resolved. Councilman questioned Goodfella's Sanitation and negotiations with County landfill. Spoke of the YMCA compared to Whispering Pines Park, TDC, taxation, Sheriff's services, questioned State relation with changes at park, costs of modeling of the park, HCA and property value challenge, etc.

President Ryan suggested notice of resident savings vs. ½ mill increase. City Manager stated maybe in the City newsletter.

City Manager DiGiovanni concluded the presentation and reminded what will be coming forward to Council in the next few months.

Meeting Adjourned at 7:23pm

City Clerk

Council President

August 2nd, 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 Haag, Asst. City Manager Williams, Community Development Director Day, Finance Director Chiodo, and City Clerk Davis.

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

ACCEPTANCE OF AGENDA

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

PUBLIC HEARINGS

4)a) Sweetwater Point Assessment was addressed. City Manager DiGiovanni explained that a Public Hearing is part of the process for bringing potable water to Sweetwater Pointe, to hear from property owners wishing to address the assessment process and any concerns. Council will then make a determination to proceed with construction for the necessary infrastructure or cancel the project. Once construction is complete a Resolution by Council will be required to equalize and finalize the assessment roll. Previous action of Council resulted in written notification to the property owners within Sweetwater Pointe outlining the cost to provide potable water service and infrastructure to the subdivision, and of the Public Hearing this evening. The estimated cost per platted lot is \$5906.08, and the preference is that City Council will direct that we proceed with construction and the subsequent assessment.

President Ryan opened the Public Hearing

There was no one speaking for or against the Assessment.

The Public Hearing was closed.

Councilman McBride motioned to proceed with construction of the necessary infrastructure to bring the provision of potable water to the Sweetwater Pointe Subdivision. Seconded by Councilwoman Hepfer. The motion carried.

4)b) Small Scale Comp Amendment- Colonade – Ordinance (1st Reading) was addressed. City Manager DiGiovanni explained that the applicant is Gene Strickland, representing a housing project to take place off of Colonade. The amendment has been reviewed by the Planning and Zoning Commission publically, and they have received comment, evaluated the application and recommended that the process proceed to the

level of City Council. This deals with two Ordinances, one amending the Comp Plan and a second to amend the Zoning Map.

Councilwoman Hepfer motioned to have City Clerk Davis read Ordinance 2016 - 719 by title only. Seconded by Councilman McBride . The motion carried.

ORDINANCE NO. 2016 - 719

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA AMENDING THE CITY OF INVERNESS COMPREHENSIVE PLAN UNDER THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT PROCESS PROVIDED BY CHAPTER 163 AND 166, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP FROM URBAN LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL ON PROPERTY WITHIN THE CITY OF INVERNESS AS FURTHER DESCRIBED HEREIN BELOW; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

The Public Hearing was opened.

For:

Gene Strickland, representing Green Mills Development Group, spoke of an Apartment Community for seniors they just completed on Forest Ridge Drive in Citrus Hills with 119 units, which was completed in January of this year and was completely leased out prior to completion, with 90 people on the waiting list. He spoke to concerns mentioned at the Planning and Zoning meeting about traffic along Colonade. He spoke of the demand for senior affordable and quality living conditions. He noted that the planned project in Inverness is for 106 Units, and will be on a 9 1/2 to 10 acre site.

Councilman McBride asked if this was subsidized and was explained that it was for limited income people who do not make more than 60% of the average median income of the county. This is privately owned and will pay property taxes.

Councilwoman Bega questioned if the City feels that Colonade is improved enough and wide enough to handle the traffic? City Manager replied that the senior level residence isn't as mobile as working people with families. This development will have amenities onsite, where they have no need to leave as much. It is his understanding they were looking at traffic counts and taking into consideration the transient aspects of the residential makeup, and was lower than what is seen in other area of city, due to people working.

Rob Jones, the current manager at Citrus Hills facility, was introduced and spoke to the costs. A few were set asides lower income of 45-50% of median income. \$391/ 1 bdrm.; \$442/ 2 bdrm.; most are at 60%, which are \$544/ 1 bdrm. and \$649 for 2 bdrm.

Councilman Hinkle questioned onsite recreation facilities. It was noted that there was a fitness center, rec room, pool table, pool, library & computer room, and club house for events.

Councilman Hinkle questioned sidewalks leading to Whispering Pines Park. Mr. Strickland stated that the City requires them to build sidewalks in front of their unit.

Against: None

The Public Hearing was closed

Councilman McBride stated that a great deal of backup information was provided by staff and all questions answered and is great project for our City.

Councilwoman Hepfer motioned to approve Ordinance 2016-719 on the first reading, by roll call vote. Seconded by Councilman Hinkle. Roll call vote was as

follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilman Hinkle, yes; Councilman McBride, yes; President Ryan, yes. The motion carried.

4)c) Small Scale Zoning Change – Colonade – Ordinance 2016-720 (1st Reading) was addressed.

Councilwoman Hepfer motioned to have City Clerk Davis read Ordinance 2016 - 720 by title only. Seconded by Councilman McBride . The motion carried.

ORDINANCE NO. 2016 - 720

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF INVERNESS, FLORIDA UNDER THE SMALL SCALE AMENDMENT PROCESS PROVIDED BY CHAPTER 166, FLORIDA STATUTES; AMENDING THE OFFICIAL ZONING MAP FROM RESIDENTIAL (R-2) TO RESIDENTIAL (R-4) ON PROPERTY WITHIN THE CITY OF INVERNESS AS FURTHER DESCRIBED HEREIN BELOW; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE AND PROVIDING FOR AN EFFECTIVE DATE.

The Public Hearing was opened.

There was no one speaking for or against Ordinance 2016-720.

The Public Hearing was closed.

Councilman McBride motioned to approve Ordinance 2016-720 on the first reading, by roll call vote. Seconded by Councilwoman Hepfer. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilman Hinkle, yes; Councilman McBride, yes; President Ryan, yes. The motion carried.

OPEN PUBLIC MEETING

None

SCHEDULED APPEARANCES

None

MAYOR'S LOCAL ACHIEVEMENT AWARDS

None

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 07/19/16*
 - Recommendation – Approval

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

CITY MANAGER'S REPORT

10)a)E-911 Services Interlocal Agreement was addressed. City Manager DiGiovanni referenced correspondence received from the Citrus County Board of County

Commission, advising of their intention to terminate the Interlocal Agreement for E-911 Services, and how they wish to have the arrangement to create a program of user fees to meet debt service for a ten-year Radio System Purchase and 911 Dispatch.

City Attorney Haag stated that this 911 issue not only involves reaching an agreement with local governments and constitutional officers, but also involved state law dealing with the levying of fees for 911 services. Everyone's phone bill already has a .40 cent fee collected every month which goes to state, which is then funded to county government. They need to look at all of the funding source, and what is the fairest way to balance out this cost among the users of the system. The state allocates these funds on the basis on where the phones are located.

Councilman Ryan stated that in addition to the .40 for 911 services for land line phone, you are also paying .14 cents for your cell phone, on top of County taxes everybody pays.

Councilman McBride asked Attorney Haag if this was in the scope of their authority to charge us x amount of dollars for dispatch services? Attorney Haag stated that has been done in the past through an Interlocal Agreement. The state mandates there to be one dispatcher with one phone number, and the cost is the same no matter how many Fire Departments, etc. there are.

Councilwoman Bega questioned if the County can unilaterally be able to cancel our agreement when several municipalities are involved? Attorney Haag stated that by state law they have to have 911 system. They already have cancelled the agreement.

City Manager stated that this will involve staff time and will be challenging.

10)b) Law Enforcement Services, Radio Dispatcher Agreement was addressed.

He spoke of the Crossing Guard Agreement which has already been enacted, and Law Enforcement Agreement that came to us at \$775,520 which represents an increase from prior year, about 1.1-1.2%. What drives the cost up is when you add the other things together, ie; radio dispatch, etc. What is recommended to Council, and the best interest of the City, is to find a level number to appropriate and work from that. What you see on the worksheet is \$775,529 which would include Event Management, Radio Cost, Dispatch, 1/3 of the Sheriff CAD system, Sheriff T-1 line, and other fees and charges that may come up through the year. The inclusiveness would mean we wouldn't exceed that as we levy the payments to the SO for services. Otherwise you will approve a number and it will keep being added to. He advised that he failed to mention, that when the revenues fall short, even if you say we kept the budget the same, you're appropriating more money, because you don't have the offsetting compensating revenue.

What you are dealing now, and what is being recommended on the worksheet, is to agree with the Law Enforcement Contract, just shy of \$800,000 which is an increase of \$11,430 from the prior year, but make it inclusive.

Mayor Plaisted spoke to the high cost we originally had with the added service from the Sheriff Dept. of approximately \$1.1 million, which went down to approx. \$779k. A lot of what we are paying for, the resident's right outside the city limits are getting the same benefits. There is no accountability.

Councilmembers expressed concerns with the added expense to the City without accountability, while we are already paying for most of these services through County taxes.

Councilman Hinkle questioned what would be the recourse if we do not renew the contract. Attorney Haag advised that they are required to provide services county wide, and the purpose of the contract was for the City to have enhanced services over and above what is provided to the County.

City Manager stated that we are dealing with new fees that are problematic, and not the agreement.

Mayor Plaisted stated that the extra coverage gave the resident a piece of mind when doing away with the Police Dept., but things have changed.

Councilman Hinkle stated that he would be comfortable with \$775,529 all totally inclusive. There is an expectation of a quality of services that our community likes. He stated that he was in favor of continuing the contract, but not by adding all these additional charges.

City Manager DiGiovanni stated that the \$775,529 will additionally include, based on prior action, the \$16,736 for the Crossing Guard, and the City of Inverness will be allocating \$792,265 for the Sheriff's Office for Law Enforcement.

Councilman Ryan stated that it's our obligation to be fiscally responsible to the community, and if we allow them to charge us for something we've already paid for, we are not being fiscally responsible.

City Manager noted that using the number \$792,265 is \$110 per resident. This does not include the County Tax, which you would then be looking at approximately \$200 per resident. He noted we needed up to date numbers to share with Council.

Councilman Hinkle stated we should table this discussion and bring it back at the next meeting.

City Manager DiGiovanni asked if Council were uncomfortable proceeding with the 2016/17 \$775,529?

Council President Ryan stated that we are not comfortable with the add on to that amount.

Councilman Hinkle motioned to approve the Sheriff Contract for \$775,529 inclusive of all services. Seconded by Councilwoman Hepfer. The motion carried unanimously.

10)c) Health Insurance Renewal was addressed by City Manager DiGiovanni explaining what the City of Inverness offers and maintains a benefit program in three parts to include Major Medical to include Prescription Drugs; Vision, and Dental. The program is limited to full-time employees, and elective dependent coverage is fully funded by the employee. The program for Fiscal Year 2016-17 represents a 2.1% increase or \$8,394.00 for the year. Renewals for Life Insurance, Vision and Dental are additionally included and represents no cost increase or change. The ensuing year budget has been developed to include the cost change to support the same benefit levels.

Councilwoman Hepfer motioned to renew the Medical, Life Insurance Plans and Prescription Drug program, with Public Risk Management recognizing a 2.1% change, and also renew the vision and dental program to maintain benefit consistency, and authorize the City Manager to execute a renewal option letter with the parties for the 2016-17 benefit year. Seconded by Councilman Hinkle. The motion carried unanimously.

10)d) State Bicycle Trail Resolution was addressed. He advised that the attached Resolution by County Government was provided for informational purposes, which support the funding and efforts for the State to construct a Coast to Coast Bicycle Trail. No action was necessary. The City of Inverness is planning the community for short, commuter type of a purpose. Great that the state builds new trails, but must maintain the ones they already have.

City Manager DiGiovanni additionally reported on the following:

- There are plans to expand City staff presence regarding grants and keeping the Capital Action Plan affordable, which will include additional part-time staff onto payroll, though not final at this point.
- “Follow That Dream” movie is coming soon to the Valerie Theatre, noting the history between the film, the theatre, and the City.
- Tampa Bay Regional Planning Council would like Inverness to be members in the amount of \$2,000.
- Councilman Hinkle questioned any conversation with County on tip fees at the Landfill, with City Manager stating there are indications of a potential proposal.

COUNCIL/MAYOR SUBJECTS

Councilwoman Hepfer stated she is heartbroken that relationships with other agencies have downgraded. Will not be able to attend the FLC conference this year.

Mayor Plaisted stated it is good to see businesses coming into the City, including Papa J’s and a variety of places to take family and friends. Looking forward to Parrot Head event this coming weekend.

Councilwoman Bega was sorry to have missed the Budget meeting as she was out of town, and brought back information from the city she visited.

Councilman Hinkle reported the Citrus County Charitable Foundation met last week and progressing well. They are establishing a grant application, though no grants awarded until after first of year in the community. Scott Carnahan is on committee as well and had conversation with him regarding Landfill, Whispering Pines Park, etc. Noted to be careful as school starts soon, and the kick-off for school in downtown this Saturday.

Councilman McBride asked to have the CCCF website information passed to City Clerk to get to him. Spoke of the Fire Dept. blessing. On a personal note, he and Judy have been married 41 years today.

Council President Ryan attended the Library Board Budget meeting, and is looking forward to Parrot Head party. Tried to find information on the 911 funding and was not successful. We need to do our best and limit expenditures.

CITIZENS NOT ON AGENDA

None

The meeting adjourned at 6:56pm

City Clerk

Council President

Agenda Memorandum – *City of Inverness*

DATE: August 12, 2016
ISSUE: Landfill Agreement Renewal: Heart of Florida
FROM: City Manager
CC: City Clerk, Public Works Director, Finance Director
ATTACHED: Heart of Florida Agreement
Citrus County Landfill Proposal

Recap

In August 2013, the City of Inverness solicited competitive proposals for the disposal of waste collected in the municipality. We were paying a \$45/ton tip at the Citrus County Landfill.

After receiving proposals, the City entered into an agreement with Heart of Florida Landfill as lowest and best at the rate of \$25/ton + a \$2/ton host fee to the City of Brooksville. The cost to haul waste to this site was factored at \$8/ton, bring the cost in real terms to \$35/ton.

Heart of Florida is receiving bio-solid waste from Inverness at a favorable rate compared to other options. The new landfill agreement with Heart of Florida was a cost reduction to the City's overall sanitation program and provided cost containment to the City Utility System.

Renewal

Initial term of the Heart of Florida Agreement was 3-years that concludes this September 30th, and we are in a position to option the first of two single year terms. The cost for all services at Heart of Florida remains the same – without change – and will do so through this and ensuing year, if the second year is optioned.

Citrus County Submittal

On Friday, we received a proposal from the Citrus County Landfill for consideration. The County proposal includes all waste, inclusive of hazardous material, which is not available to the people of Inverness.

The County proposal has not been discussed, vetted or voted by the BOCC. It has been received in good faith, but we cannot confirm if it will be approved.

Considerations

City Council selected the Heart of Florida proposal as part of a duly competitive solicitation. Submittals were received, evaluated and recommended. We are entering the

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

Agenda Memorandum – *City of Inverness*

fourth year of a five-year program. While what's before you is an option, it was selected based on a formal submittal.

The Citrus County submittal for landfill services should generate discussion. Cost-wise it is favorable, but it has not been publicly discussed by the BOCC. They may very well support the concept, but have not yet publicly vetted their thoughts.

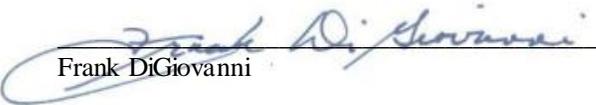
City Council should also weigh facts of the process that was originally commenced, which lead to this point. Three-years ago we were paying more for landfill services than now. The Heart of Florida proposal brought stability and lowered costs. We tried to get County Government to adjust their fees to a more competitive market amount, but they opted to remain at \$45/ton. Their current proposal is at \$33.23/ton (I don't know where twenty-three cents comes in), and is lower than the current combined cost of \$35/ton. The County proposal includes residential disposal of hazardous household items, but has not been discussed by the BOCC. It may not all be savings as changing facilities may increase our cost to dispose of (utility) bio-solids. In other words, these landfill proposals are probably "closer" than straight math may indicate.

We are dealing with variables and values. The amount of collected waste changes with the economy, resident makeup and weather, and the City recycling program has significantly reduced landfill tonnage. To the good, we now know that County Government is willing to get back in the game and that future options exist.

Recommended Action –

Before receiving the County proposal, we were ready to recommend renewal with Heart of Florida for a one-year term and at the same rate of all current costs. That options remains before City Council, and may be enacted by motion, second and vote.

The County Landfill proposal will also be discussed. It may it be optioned, but only after consideration of all points of the existing agreement and current conditions and competitive factors.


Frank DiGiovanni

Administrative Offices
212 West Main Street, Inverness Florida 34450
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"ATTACHMENT ONE"

**AGREEMENT
FOR THE DISPOSAL OF RESIDENTIAL AND COMMERCIAL WASTE
BETWEEN
"SUCCESSFUL PROPOSER"
AND
CITY OF INVERNESS**

This Agreement for the Disposal of Residential and Commercial Waste made and entered into by and between "Successful Proposer", a registered corporation with the State of Florida, hereinafter referred to as the "Successful Proposer" and City of Inverness, a municipal corporation, hereinafter referred to as the "City", and shall serve execute that certain Agreement for the Disposal of Residential and Commercial Waste between the above-referenced parties dated September 23, 2013.

WITNESSETH

WHEREAS, the City of Inverness requested proposals for the disposal of residential and commercial waste on the 30th day of August, 2013; and,

WHEREAS, A.C.M.S., Inc. d/b/a Heart of Florida Environmental submitted a proposal to provide residential and commercial waste disposal for the City in response to the Request for Proposals; and,

WHEREAS, the City has determined that A.C.M.S., Inc. d/b/a Heart of Florida Environmental is the successful proposer and wishes to enter into a contract with said proposer in accordance with the terms set forth in the Request for Proposal.

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

1. The City of Inverness and A.C.M.S., Inc. d/b/a Heart of Florida Environmental do hereby enter into this Agreement for the term of three (3) years with the right to renew for an additional two (2) single year renewals upon mutual agreement of the parties.
2. The following documents are hereby made a part of this Agreement and incorporated herein as Composite Exhibit A:

Request for Proposal (RFP) for the Disposal of Residential and Commercial Waste.

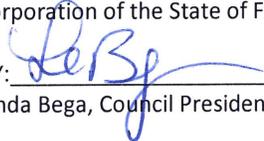
The bid and proposal submitted by A.C.M.S., Inc. d/b/a Heart of Florida Environmental.

Disposal Rate Effective October 1st, 2013 .

Service Area Map.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT FOR THE DISPOSAL OF RESIDENTIAL AND COMMERCIAL WASTE this 23rd day of September, 2013.

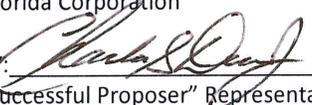
City of Inverness, a municipal corporation of the State of Florida

BY: 
Linda Bega, Council President

ATTEST:


Deborah J. Davis, City Clerk

"Successful Proposer" a registered Florida Corporation

BY: 
"Successful Proposer" Representative

Approved as to form for the Reliance of City of Inverness only

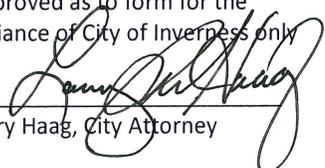
BY: 
Larry Haag, City Attorney

EXHIBIT A
DISPOSAL RATE
EFFECTIVE MONTH DAY, YEAR

RESIDENTIAL AND COMMERCIAL WASTE DISPOSAL RATE

\$ 25.00 per delivered ton of Residential and Commercial Waste &
\$ 2.00/per delivered ton Host Fee.

COVERAGES
 THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0283 COVERAGE PERIOD: FROM 10/1/15 COVERAGE PERIOD: TO 10/1/16 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

*Combined Single Limit

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

*Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- | | |
|---|---|
| <input type="checkbox"/> Buildings | <input type="checkbox"/> Miscellaneous |
| <input type="checkbox"/> Basic Form | <input type="checkbox"/> Inland Marine |
| <input type="checkbox"/> Special Form | <input type="checkbox"/> Electronic Data Processing |
| <input type="checkbox"/> Personal Property | <input type="checkbox"/> Bond |
| <input type="checkbox"/> Basic Form | <input type="checkbox"/> |
| <input type="checkbox"/> Special Form | |
| <input type="checkbox"/> Agreed Amount | |
| <input type="checkbox"/> Deductible N/A | |
| <input type="checkbox"/> Coinsurance N/A | |
| <input type="checkbox"/> Blanket | |
| <input type="checkbox"/> Specific | |
| <input type="checkbox"/> Replacement Cost | |
| <input type="checkbox"/> Actual Cash Value | |

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability \$1,000,000 Each Accident
 \$1,000,000 By Disease
 \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida

Re: Solid Waste Disposal Contract

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

CITY OF INVERNESS
 212 WEST MAIN STREET
 INVERNESS FL 34450

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GreenRoad Insurance 5115 South Lakeland Drive Suite 3 Lakeland FL 33813	CONTACT NAME: Christine Lombardi PHONE (A/C No. Ext): (863) 450-3175 E-MAIL ADDRESS: christine.lombardi@greenroadins.com	FAX (A/C No.): (863) 450-3676
	INSURER(S) AFFORDING COVERAGE	
INSURED ACMS Inc, DBA: Heart Of Florida Environmental 835 County Road 529 Lake Panasoffkee FL 33538	INSURER A: Crum & Forster Specialty NAIC # 44520	INSURER B: Bridgefield Employers Ins Co NAIC # 10701
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15 Master Certificate **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		EPK-107317	2/15/2015	2/15/2016	EACH OCCURRENCE \$ 6,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 6,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY		EPK-107317	02/15/2015	02/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EFX-102605	2/15/2015	02/16/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	830-53519	2/15/2015	2/15/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Third Party Pollution Claims Made		EPK-107317	2/15/2015	2/15/2016	\$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER ddavis@inverness-fl.gov City of Inverness 212 West Main Street Inverness, FL 34450	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael Sutton/CAL
--	--

ACORD 25 (2010/05)
INS025 (201005) 01

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INTERLOCAL AGREEMENT

FOR THE DISPOSAL OF MUNICIPAL SOLID WASTE

This Interlocal Agreement for the disposal of Solid Waste is hereby made and entered into by and between **CITY OF INVERNESS**, a municipal corporation, whose mailing address is 212 West Main Street, Inverness Florida, 34450, hereinafter referred to as "City" and **CITRUS COUNTY** Florida, a political subdivision of the State of Florida, whose mailing address is 110 N. Apopka Avenue, Inverness, Florida 34450, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City is engaged in the business of garbage collection within its incorporated limits and through use of its own trucks, forces or alternatively contracts for the collection of solid waste generated within the City and

WHEREAS, City desires to utilize the Citrus County Landfill and to establish a per ton rate with the County for the use of the Landfill, and

WHEREAS, County has no objection to allowing City to utilize the Landfill at the covered secured load, per ton rate of \$33.23, roll-off container covered secured load, per ton rate of \$33.23 and an uncovered or uncontained waste surcharge rate of \$10.00 per ton, provided City brings all municipal solid waste to the landfill that it collects or contracts to have collected within the boundaries of the City of Crystal River.

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

1. The above presented "Whereas" clauses are true, correct and are incorporated herein by reference.
2. The term "solid waste" as used in this Agreement shall be the same as said term is defined in Chapter 82, Citrus County Code.
3. County does hereby allow all municipal solid waste generated with the City to be disposed of at the Citrus County Class I Sanitary Landfill Facility at the above described rates; said weight to be measured at the County's scales located at the Landfill facility. The tipping fees charged to the City shall be paid to County on a monthly basis and become due and payable on the 21st of each month following the month of service.

City of Inverness -Interlocal Agreement – 2 of 3

4. The term of this Agreement shall be from October 1, 2016 until September 30, 2017. The Agreement may be renewed for subsequent one-year periods by mutual written consent of the parties. Any such renewal must be completed at least thirty (30) days prior to contract or renewal expiration.
5. This agreement shall also allow the residents of the City to dispose of Household Hazardous Waste at the same fee schedule provided to County residents.
6. In the event of breach of this Agreement by either party, both parties hereto shall be entitled to all remedies available to it at law or in equity including the right of specific performance of this Agreement. Any litigation with respect to this Agreement shall be filed in the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida
7. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if any to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; extraordinary breakdown of or damage to County's facilities or their equipment; court injunction or order; federal and/or state law or regulations; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delays given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.
8. This agreement shall be binding upon the successors, assigns and legal representatives of the respective parties by transfer or merger.
9. This Agreement includes the entire understanding of the parties and may only be modified by written amendment executed by both parties hereto.

(Signatures continue on next page)

City Inverness -Interlocal Agreement – 3 of 3

IN WITNESS HEREOF, the parties hereto have executed this Interlocal Agreement on this _____ day of _____ 2016.

City of Inverness, a municipal corporation of the State of Florida

ATTEST:

BY: _____
Name: Bob Plaisted
Title: Mayor

Name: Debbie Davis
Title: City Clerk

ATTEST:

Citrus County Florida, a political subdivision of the State of Florida
BY: _____
Ronald E. Kitchen, Jr., Chairman
Board of County Commissioners
of Citrus County, Florida

Angela Vick, Clerk

Approved as to form for the
reliance of Citrus County only

Approved as to form for the
reliance of City of Inverness only

By: _____
Denise A. Dymond Lyn
County Attorney

By: _____
Name: _____
City Attorney

Agenda Memorandum – *City of Inverness*

DATE: August 12, 2016
ISSUE: Budget Resolution: Unanticipated Revenues
Sweetwater Pointe Water Assessment
FROM: City Manager
CC: City Clerk and Finance Director
ATTACHED: Memo by Sheri Chiodo
Resolution

Reference is made to attachments.

The prior motion to proceed with an assessment program to extend the City Water Utility System into the Sweetwater Pointe Subdivision creates the need to recognize pending assessment payments as unforeseen revenues. The enclosed Resolution is structured to recognize those (payments) funds and appropriate them to support the project itself.

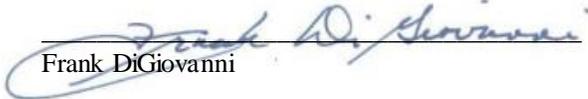
The anticipated project total is \$360,290 and calculated as follows:

- Construction \$289,045.00
- Engineering \$ 24,250.00
- Contingency \$ 46,994.25
- Administration \$ 18,014.46
- City Contribution \$ 18,014.46 (deduct)
 - Total \$360,289.25

Once the Resolution is adopted to align funds with project costs, action will be taken to approve the construction element and commence.

Recommended Action –

1. Motion, second and vote to read the Resolution by title
2. Clerk reads Resolution title
3. Deliberate as necessary
4. 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



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: August 10, 2016

Reference: Budget Amendment – Sweetwater Pointe Subdivision Assessment – Water Improvements

SUMMARY/BACKGROUND

The City Council authorized the Sweetwater Pointe Subdivision water assessment on August 2, 2016 and sanctioned City Management to proceed with construction of the water improvements. In order to proceed with the project, City Council must recognize the water assessment revenues as unforeseen revenue and appropriate said revenues to the assessment construction project in the amount of \$360,290.

FISCAL IMPACT

The water assessment 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 \$360,290 will be made in Fiscal Year 2016 to fund the water improvements through the City's Utility Fund. The cost breakdown is as follows:

Construction	\$ 289,045.00
Engineering	\$ 24,250.00
Sub-Total	\$ 313,295.00
Contingency @ 15%	\$ 46,994.25
Administrative Fee - 5%	\$ 18,014.46
Total Cost	\$ 378,303.71
City of Inverness Utility Contribution	\$ (18,014.46)
Total Assessment	\$ 360,289.25

RECOMMENDATION

Recommendation is made for Council to adopt the Resolution by roll call vote.

RESOLUTION 2016-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA AMENDING THE ADOPTED BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016, AMENDING THE UTILITY FUND REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Inverness desires to amend the Fiscal Year 2016 budget to provide for the recognition of supplemental revenues to be received from the Sweetwater Pointe Subdivision water assessment for Fiscal Year 2016 in the Utility Fund; and

WHEREAS, the City Council desires to appropriate the revenue for authorized engineering and construction costs for the Sweetwater Pointe Subdivision water assessment improvements in the amount of \$360,290; and

WHEREAS, Ordinance Number 2015-711, Section 5, authorizes amendments to the final adopted budget by resolution approved by the City Council of the City of Inverness, Florida.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF INVERNESS AS FOLLOWS:

Section 1. That revenue accounts in the Utility Fund shall be amended as follows:

Revenue Source	Current Budget	Revised Budget	Adjustment
Water Assessment Proceeds	\$ -0-	\$360,290	\$360,290

Section 2. That expenditure accounts in the Utility Fund shall be amended as follows:

Expenditures	Original Budget	Revised Budget	Adjustment
Sweetwater Pointe Water Impr.	\$ -0-	\$360,290	\$360,290

Section 3. That this resolution shall be effective on the __ day of _____, 2016.

PASSED AND ADOPTED this __ day of _____, 2016.

CITY OF INVERNESS

By: _____
David Ryan
President of City Council

ATTEST:

Debbie Davis
City Clerk

Agenda Memorandum – *City of Inverness*

DATE: August 12, 2016
ISSUE: Sweetwater Pointe Construction Contract
CC: City Clerk, Assistant City Manager, Finance Director
ATTACHED: Construction Agreement
Water Main Extension
Final Drawing

Reference is made to attachments.

We are at the point to engage the contractor to commence the potable water utility extension into the Sweetwater Pointe Subdivision. The enclosed contract has been reviewed by City Legal Counsel. The contractor is familiar with Inverness and is routinely used to perform water and sewer line projects throughout the City.

The project will likely be mostly complete in 150 days or less. Once adopted, we will issue a notice to proceed this week.

Recommended Action –

Motion, second and vote to accept the contractor agreement with Oxford Pipe Incorporated, in the amount of \$289,045.00 and authorize the City Manager to execute the documents and administer any project changes orders to achieve a satisfactory conclusion.



Frank DiGiovanni

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

CITY OF INVERNESS SWEETWATER POINTE
WATER MAIN EXTENSION
TABLE OF CONTENTS



Section	Description
00500	AGREEMENT
00700	GENERAL CONDITIONS
00841	NOTICE OF INTENT TO AWARD
00842	NOTICE TO PROCEED
00850	CONTRACT CHANGE ORDER

SECTION 00500 - AGREEMENT

THIS AGREEMENT, made this 2nd day of August, 2016, by and between City of Inverness, hereinafter called "OWNER and Oxford Pipeline, Inc. doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the City of Inverness, Sweetwater Pointe Watermain Extension.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will substantially complete the same within 150 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS, and the CONTRACTOR will be penalized liquidated damages in the amount of 250 dollars per calendar day.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$289,045.00 as shown in the attached COST ESTIMATE. **TOTAL COST OF WORK PROVIDED NOT TO EXCEED \$300,000.00.**
5. The term "CONTRACT DOCUMENTS" MEANS and includes the following
 - (A) AGREEMENT
 - (B) NOTICE OF AWARD

(C) NOTICE TO PROCEED

(D) CONTRACT CHANGE ORDER

(E) TECHNICAL SPECIFICATIONS

(F) CONSTRUCTION DRAWINGS

6. The OWNER will pay to the CONTRACTOR in the manner as set forth in the General Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8 INSURANCE: The CITY shall be named as coinsured on all insurance policies. CONTRACTOR shall purchase and maintain insurance coverage with limits of liability not less than the following amounts or greater where required by Laws and Regulations:

1. Workers compensation and related coverage:

a. State		Statutory
b. Applicable Federal (e.g., Longshoreman's)		Statutory
c. Employer's Liability	Each Employee	\$1,000,000
	Each Accident	\$1,000,000
	Disease Policy Limit	\$1,000,000
	Disease Each Employee	\$1,000,000

2. CONTRACTOR's General Liability shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the CONTRACTOR:

a. General Aggregate		
	(Except Products – Completed Operations)	\$1,000,000
b. Products – Completed Operations Aggregate		\$1,000,000
c. Each Occurrence		
	(Bodily Injury and Property Damage)	\$1,000,000
d. Property Damage		\$1,000,000

3. Excess or Umbrella Liability

General Aggregate		\$2,000,000
Each Occurrence		\$1,000,000

4. Automobile Liability:

Combined Single Limit		\$500,000
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Page 3 of 5

9 INDEMNIFICATION: CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due to CONTRACTOR under this

Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation on CITY's sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

10 OTHER PROVISIONS

The rights of the parties hereto shall be construed and be subject to the jurisdiction of the courts in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Citrus County, Florida. The court of jurisdiction shall be the Circuit Court of the 5th Judicial Circuit in and for Citrus County, Florida.

IN WITNESS WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each of which shall be deemed an original on the date first written above.

This Agreement will be effective on _____, 20__.

OWNER

CONTRACTOR

By

By

Typed/Printed Name & Title

Typed/Printed Name & Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest - Title

Attest - Title

Approved as to form and legality:

Attorney

Date

OWNER
Address for giving notices

CONTRACTOR
Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. _____

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION

SECTION 00700 – GENERAL CONDITIONS

<u>Section</u>	<u>Description</u>	<u>Page No.</u>
Contents		
1.0	GENERAL.....	2
2.0	DEFINITIONS.....	2
3.0	SUPERINTENDENCE - SUPERVISION.....	3
4.0	MATERIALS, SERVICES, AND FACILITIES.....	3
5.0	COMPLIANCE WITH STATUTES.....	4
6.0	PROTECTION OF WORK, PROPERTY, AND PERSONS.....	4
7.0	CHANGES IN THE WORK.....	5
8.0	CHANGES IN CONTRACT PRICE.....	5
9.0	CORRECTION OF WORK.....	6
10.0	PAYMENTS TO THE CONTRACTOR.....	6
11.0	INSURANCE.....	7

1.0 GENERAL

The purpose of this section is to identify terms, clarify the intent of the specifications, designate liabilities and warranties, specify the schedule of payment, and describe bonding and insurance requirements. These general conditions apply to the work as a whole and to each and all branches of the work. The subcontractor shall be supplied with a copy of these general conditions and no arrangements with the subcontractor are to be such as to conflict with the general conditions. They shall also apply to any extra work or modifications.

2.0 DEFINITIONS

- (a) **ADDENDA** – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents and Specifications, by additions, deletions, clarification, or corrections.
- (b) **BID** – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the price for the job or work to be performed.
- (c) **BIDDER** – Any person, firm, corporation submitting a BID on the prescribed form for the Work.
- (d) **BONDS** – Bid, Performance-Payment Bond and other instruments or surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.
- (e) **CHANGE ORDER** – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the work within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the contract price.
- (f) **CONTRACT DOCUMENTS** – The contract, including Advertisement for Bids, information for Bidders, Bid, Bid Bond, Agreement, Performance-Payment Bond, Notice to Proceed, Change Order, Specifications, and Addenda.
- (g) **CONTRACT PRICE** – The total monies payable to the Contractor under the terms and conditions of the Contract Document.
- (h) **CONTRACTOR** – The person, firm, or corporation with whom the Owner has executed the Agreement.
- (i) **FIELD ORDER** – A written order effecting a change in the work not involving an adjustment in the Contract Price, issued by the Owner to the Contractor during the contract term.
- (j) **INSPECTOR** – The person or firm designated by the Owner as a consultant, who shall represent the Owner in inspection, and monitoring of the work.

- (k) NOTICE OF AWARD– The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- (l) OWNER – A public or quasi-public body or authority for which the work is being performed.
- (m) PROJECT– The undertaking to be performed as provided in the Contract Documents.
- (n) REPRESENTATIVE– Any employee of the Owner overseeing the work being done by the Contractor.
- (o) SPECIFICATIONS– A part of the Contract Documents consisting of written description of a technical nature of materials, equipment, construction systems, paint systems, standards and workmanship.
- (p) SUBCONTRACTOR– An individual, firm or corporation having a direct contract with Contractor or with any Subcontractor for the performance of a part of the work at the site.
- (q) SUPPLIER – Any person or organization that supplies materials and equipment for the Work, but does not perform labor at the site.
- (r) WORK – All labor necessary to professional perform the job required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
- (s) WRITTEN NOTICE– Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the Work.

3.0 SUPERINTENDENCE - SUPERVISION

The Contractor shall keep on his work during its progress a competent Superintendent and any necessary assistants all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall give efficient supervision of the work, using his best skill and attention. The superintendent shall be present on the site at all times, as required, to perform adequate supervision and coordination of the work to the Owner's satisfaction.

4.0 MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power,

transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which interest is retained by the seller.

5.0 COMPLIANCE WITH STATUTES

The Contractor and all subcontractors shall secure all licenses and permits and comply with all laws, regulations and building codes as required by the State, City or Town, and County or agencies thereof, in which the project is to be constructed, also with all regulations for the protection of workers and in respect to wages and hours which may be promulgated by the Federal Government, and Laws of Florida, relating to prevailing wage rate for laborers, mechanics and apprentices on certain public works when said law is applicable.

6.0 PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and all materials or equipment to be incorporated therein, whether stored on or off the site.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, or anyone employed by them or anyone whose acts they may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Owner promptly, written

notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

7.0 CHANGES IN THE WORK

The Owner, without invalidating the contract, may order extra work to be done, or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Owner shall have the authority to make minor changes in the work, not involving extra cost, and not consistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Owner, and no claim for additions to the contract sum shall be valid unless so ordered.

8.0 CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. By unit price named in Contract and subsequently agreed upon.
- B. By a lump sum mutually agreed upon by the Owner and Contractor; or
- C. If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the wages of applied labor (including premiums for Workmen's Compensation Insurance, and Social Security taxes); plus twenty per centum (20%) as compensation or all items of profit, administration, overhead, superintendence, insurance other than Workmen's Compensation Insurance, materials used in temporary structures, allowances made by the Contractor to Subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools; plus the net cost to the Contractor for the materials required in the extra work; plus the cost of rental for plant equipment (other than small tools) required and approved for the extra work.

The Owner may at any time, by a written order, without notice to the Sureties, and without invalidating the Contract, require the performance of such extra work or substantial changes in the work as it may find necessary or desirable, and the Contract amount shall be adjusted by Change Order as discussed above.

If the Contractor claims that any instruction or drawings or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof within a reasonable time after the receipt of such instruction, and in any event before proceeding to execute the work, except in emergency endangering lives or property, and the procedure shall then be as provided for in this section.

9.0 CORRECTION OF WORK

The Contractor shall promptly remove from the premises all Work rejected by the Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store the materials at the expense of the Contractor.

10.0 PAYMENTS TO THE CONTRACTOR

Owner may make partial payments to the Contractor on the basis of a monthly invoice of the work performed by the Contractor and under the provisions of Chapter 218, Part VII, (Florida Prompt Payment Act), Florida Statutes. Upon such invoice supplied by the contractor and approved by the Owner, the Owner will pay to the Contractor the value of the work completed.

Materials in reasonable quantities which have been pre-approved and are delivered for incorporation in the work but not yet so used may be included on monthly invoice for payment. The Contractor shall submit with the monthly invoice to reflect the unincorporated material, an original and one (1) copy of itemized receipted invoices certifying to the delivery of the quantity set forth on the estimate to the site of the work, upon the property of the Owner.

The Contractor shall mark or identify such material and shall be solely responsible for its safekeeping and usability at the time it is to be incorporated in the project and shall, at his own expense, care for and protect the same and take out insurance against theft, loss from any other cause, damage, destruction and/or such other risks as may be involved, which would render the aforesaid materials unfit or unavailable for incorporation into the Project.

Payment for materials stored at the site shall be based on actual cost for same as shown by the receipted invoices and shall not exceed the cost of materials as indicated on the approved "breakdown sheet" for the particular items involved.

No estimate given, nor payments made, shall be conclusive of the performance of the contract either wholly or in part, and no estimates, payments or certificates of final payment shall be construed to be an acceptance of inferior or defective work or materials.

The Owner may withhold or, on account of subsequently discovered evidence, multiply the whole or a part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicting probable filing of claims.
- C. Failure of the Contractor to make payments promptly to subcontractors or for material, labor, or equipment.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.

- E. Damage to another Contractor.
- F. Failure of Contractor to clean-up or restore the project site or right-of-ways.
- G. Insolvency of Contractor.
- H. Manifest intent of Contractor not to proceed diligently or to complete this Contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

11.0 INSURANCE

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workmen's compensation, disability benefits and other similar benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- C. Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the Owner.

During the Contract Time the Contractor shall procure and maintain, at the Contractor's own expense, Liability Insurance as hereinafter specified in the amounts as specified in the agreement.

Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by a Subcontractor employed by the Contractor. Insurance shall be written for all damages arising out of bodily injury, including death.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's Compensation Insurance, including occupational disease

problems, for all of the Contractor's employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk", type Builder's Risk Insurance for Work to be performed. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor, and the Owner.

SECTION 841 - NOTICE OF INTENT TO AWARD

Dated _____

Project: City of Inverness SWEETWATER POINTE WATERMAIN EXTENSION	Owner: City of Inverness, FL	City's Project No.:
--	--	---------------------

Bidder: _____

Bidder's Address: (send Certified Mail, Return Receipt Requested)

The City has considered the Bid submitted by you for the above scope of work in response to the Invitation to Bid dated _____.

You are hereby notified that your bid has been accepted for items in the amount of \$_____.

You must furnish the following to the City within **fifteen (15) calendar days** of the date of this Notice.

1. Three (3) fully executed counterparts of the Contract Documents,
2. Proposed schedule, including seasonal work such as tree trimming, application of chemicals, etc.
3. The required Certificates of Insurance.

Failure to comply with these conditions within the time specified will entitle the City to consider all your rights arising out of the City's acceptance of your bid as abandoned and void, and declare your Bid security forfeited.

CITY:

BY: _____ TITLE: _____

Acceptance of Notice

Receipt of the above Notice of Intent to Award is hereby acknowledged:

FIRM: _____

BY: _____ TITLE: _____

DATE: _____

END OF SECTION

SECTION 00842 - NOTICE TO PROCEED

Project: City of Inverness SWEETWATER POINTE WATERMAIN EXTENSION	Owner: City of Inverness, FL	City Project No.:
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Contractor:

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are hereby notified that the Contract Times under the above agreement dated _____ will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents.

Before you may start any work at the site, you must provide:

Proposed Work Schedule

Certificates of Insurance

CITY

BY: _____

DATE: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____.

BY: _____

TITLE: _____

DATE: _____

END OF SECTION

SECTION 00850 – CONTRACT CHANGE ORDER

Date of _____ Effective _____ No. _____

Project: City of Inverness SWEETWATER POINTE WATERMAIN EXTENSION	Owner: City of Inverness, Florida	Owner's Project No.:
Contractor:		Date of Contract:

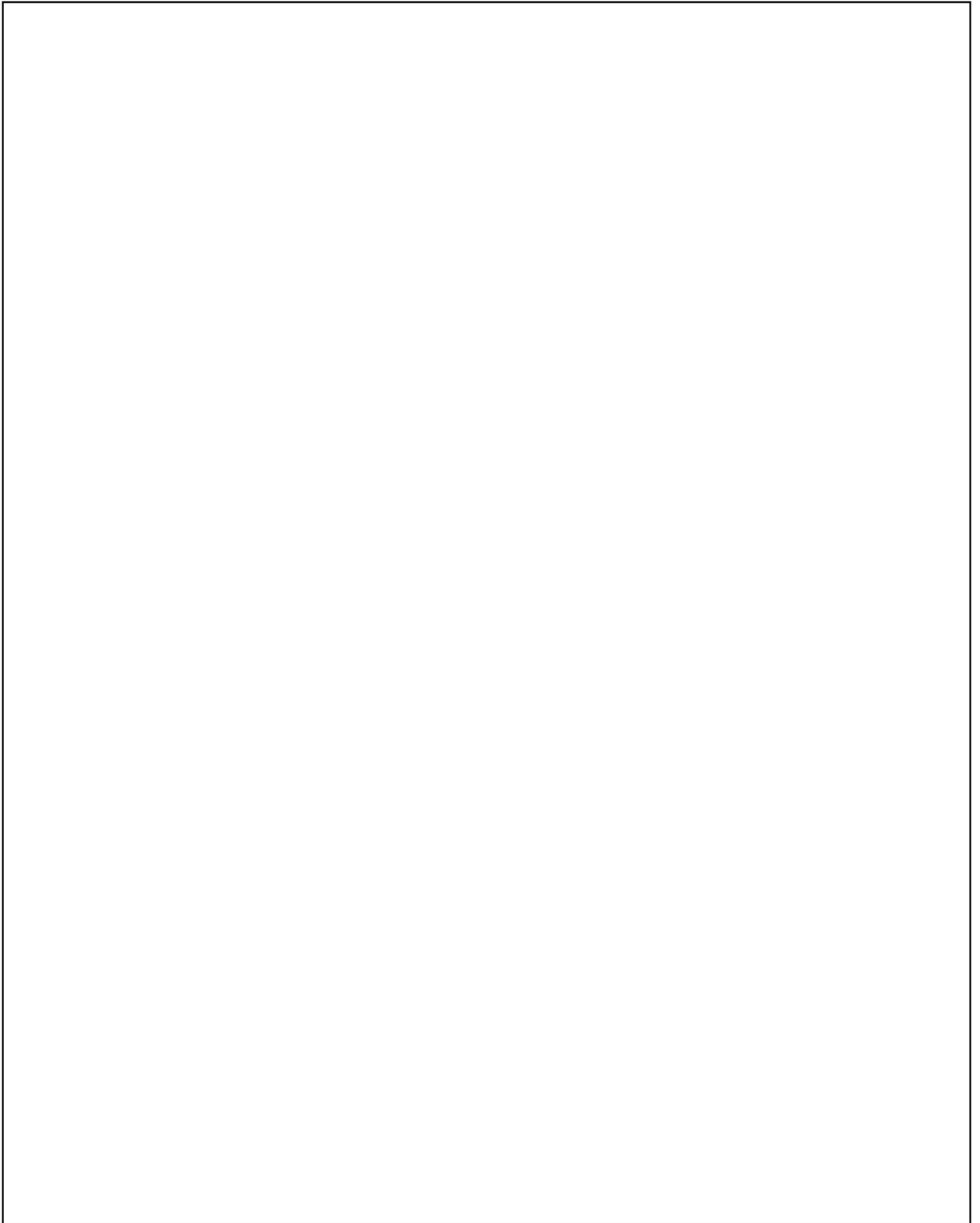
The Contract Documents are modified as follows upon execution of this Change Order:
 Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
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END OF SECTION



Agenda Memorandum – *City of Inverness*

DATE: August 12, 2016
ISSUE: Budget Transfer – Employee Services: Grant Research Manager
FROM: City Manager
CC: City Clerk, Finance Director, Personnel Administrator
ATTACHED: Budget Transfer Sheet
Position Description

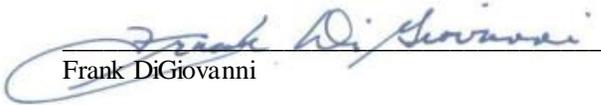
We continue to build a project team to best position the City to accomplish goals of the 2016 Action Plan. The requested action is to move \$34,614 from Promotional/Educational Material (a budgeted sum) to fund a part time position of Grant Research Manager. We are targeting grants at a 50/50 funding mechanism, which is ambitious, but we set the goal high. This part of the process will research to find options for application, which will be performed by expert consultants. Management of a \$16,000,000 effort requires high level administrative organizational skills and familiarity of the projects and related objective outcomes. Bring this skill level in a part-time capacity to Inverness, is the most cost effective way to accomplish what is necessary.

It is best not to get ahead of details, but the end result is to build the foundation of the City on the Lakes concept that expands the downtown and enhances (encourage) infill investment.

The support of City Council for this initiative is appreciated.

Recommended Action –

Motion, second and vote to approve the allocation of \$34,614 existing funding from Promotional/Educational Material to support the part-time position of Grant Research Manager.


Frank DiGiovanni

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

CITY OF INVERNESS
JOB DESCRIPTION

August 2016

JOB TITLE: GRANT RESEARCH MANAGER

DEPARTMENT: ADMINISTRATION

GENERAL DESCRIPTION:

With minimal direction, independently researches, schedules, aligns funding to support project and service needs, finds/locates grants, and coordinates with the Project Director, Finance Director and Grant Consultants, to support the Capital Improvement Plan, related projects and cultural, environmental and social services. Develops a cohesive system to identify and track potential funding sources.

ESSENTIAL JOB FUNCTIONS:

1. Ensures open and complete communication of capital projects status reports to the City Manager or his/her designee.
2. Maximizes and manages the grant procurement potential for the 5-year Capital Improvement Plan.
3. Coordinate finalization of grant agreements.
4. Prepares and provides periodic status reports to City Manager regarding the status of pending grant opportunities.
5. Development of an ongoing project funding tracking system including a comprehensive Grant summary for all CIP projects and individual project-based funding worksheets.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.)

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of the methods, practices, procedures applicable to the implementation of Grants as they relate to capital projects.
- Ability to maintain records and prepare accurate reports.
- Ability to effectively communicate to subordinates, the Director, and the public, both orally and in writing.

EDUCATION AND EXPERIENCE:

Demonstration of a combination of formal education and workplace experience, and related knowledge and skills that include enabling project management experience of: finance, reporting, construction, and successful outcomes.

(A comparable amount of training, education or experience can be substituted for the minimum qualifications.)

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

Valid Florida Driver's License and acceptable driving record.

ESSENTIAL PHYSICAL SKILLS:

- Acceptable eyesight (with or without correction)
- Ability to communicate both orally and in writing.
- Acceptable hearing (with or without hearing aid)
- Walking
- Standing
- Driving

ENVIRONMENTAL CONDITIONS:

- Works inside
- Works Outside to become familiar with projects and goals
-

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

Agenda Memorandum – *City of Inverness*

DATE: August 8th, 2016
ISSUE: Budget Approval Process
TO: ELECTED OFFICIALS
FROM: City Manager DiGiovanni
CC: City Clerk Davis, Finance Director
ATTACHED: None

Historically, the City Budget has been adopted annually by Ordinance. We have consulted with the State of Florida Department of Revenue regarding best practices to adopt the annual appropriation and found a more efficient method. The TRIM (Truth in Millage) Office, pointed us to Florida State Statutes, which prescribes the local budget for a city be adopted by Resolution; not Ordinance. We researched the City Charter and found it allows for either a Resolution “or” Ordinance be used to adopt the budget.

Note the language below from the Florida Statutes and the City Charter:

State Statutes 166.241(2) *The governing body of each municipality shall adopt a budget each fiscal year. The budget must be adopted by Ordinance (or) Resolution unless otherwise specified in the respective municipality’s charter.*

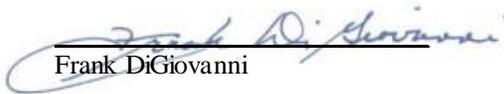
Code of Ordinances Part 1 – Charter, Article V- General Provisions
Section 5.04 (2)- Budget

An annual budget, collected and compiled by the finance director for the city manager, shall be prepared as prescribed by state statutes.

We think it best to adopt the annual budget appropriation by Resolution instead of by Ordinance. This change will maintain all public awareness and participation, and reduce the cost of unnecessary legal advertising.

Recommended Action –

If there is agreement, to proceed please motion, second and vote to adopt the annual City Budget by Resolution as prescribed by state statutes.


Frank DiGiovanni

Agenda Memorandum – *City of Inverness*

DATE: August 8th, 2016
ISSUE: Appointment of Interim City Clerk
TO: ELECTED OFFICIALS
FROM: City Clerk Davis
CC: City Manager DiGiovanni
Deputy Clerk, Jackson

ATTACHED:

It is time to formally announce the date of my departure from the City of Inverness, that will happen after thirty five (35½) wonderful years. It has been a tremendous honor working with every one of you as your City Clerk for the past thirteen years, and being a part of this progressive City.

My departure will be Friday, September 30th 2016. During the month of September, I think it best and recommend that Council appoint Susan Jackson, Deputy Clerk, as interim City Clerk. Susan has been working with me for years and is familiar with the role and responsibilities of the position. The interim status will be removed once a contract has been reviewed and approved.

Recommended action:

Motion, second and vote to appoint Susan Jackson as Interim City Clerk, until such time her contract is reviewed and approved, with contract salary being retro to the date of appointment to Interim City Clerk.

Please feel free to contact my office if you wish to discuss.



Deborah Davis, City Clerk