

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
October 4, 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 - 10 a) City Utility System Tax Ordinance * - (2nd 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)
- 6) PRE-SCHEDULED PUBLIC APPEARANCES**
- 7) MAYOR'S LOCAL ACHIEVEMENT AWARDS**

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
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October 4, 2016 - 5:30 PM**

8) CITY ATTORNEY REPORT

9) CONSENT AGENDA

- 11 - 12 a) Bill Listing *

Recommendation - Approval

- 13 - 21 b) Council Minutes - 09/20/16 & 09/22/16 PH *

Recommendation - Approval

- 22 - 25 c) Proclamations - *
- National Hospice/Palliative Care Month
 - Red Ribbon Week
 - National Bullying Prevention Month

Recommendation -Approval

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

- 26 - 46 a) Highland Blvd. Agreement*
- 47 - 48 b) Use of Contingencies*
- 49 - 51 c) ICRA Board Appointment - Jesse Brashear *
- 52 - 59 d) Veteran's Day Parade - FDOT Permit *
- e) Other

11) COUNCIL/MAYOR SUBJECTS

12) NON-SCHEDULED PUBLIC COMMENT

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

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
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October 4, 2016 - 5:30 PM**

13) ADJOURNMENT

a)

DATES TO REMEMBER

Tribute to Benny Goodman

Saturday, October 15, 2016 @ 3:00pm & 7:30pm

Valerie Theatre

Inverness City Council Regular Meeting

Tuesday, October 18, 2016 at 5:30pm

Inverness Government Center

Agenda Memorandum – *City of Inverness*

DATE: September 29, 2016
ISSUE: Utility System Service Tax Ordinance – Public Hearing, 2nd Reading
FROM: City Manager
CC: City Clerk, Finance Director
ATTACHED: Prior Meeting Memorandums and Documents
Ordinance
Public Notice

Reference is made to attachments and prior meeting data.

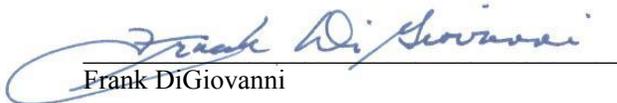
A Public Hearing has been duly noticed to be conducted as part of the 2nd Ordinance reading to impose a tax on Water Service within municipal limits.

The purpose of the public hearing is to receive comment regarding this proposal before enactment. The City is required to provide a 120-day notice to the Department of Revenue; therefore, the proposed effective date of the Ordinance is proposed for February 2, 2017.

City Legal Counsel reviewed all information and finds it meets legal sufficiency.

Recommended Action –

1. Motion, second and vote to read the Ordinance by title only
 - a. Clerk reads Ordinance title
2. Open a Public Hearing to receive comment on the proposed measure
 - a. Those for – Those against
3. Close the Public Hearing to deliberate
4. To proceed, motion and second to adopt the Ordinance on 2nd reading 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: Susan Jackson, Interim City Clerk

Date: September 14, 2016

Reference: Water Public Service Tax - Ordinance

During the 2017 budget development season the Finance Department was tasked to review the potential for levying a water utility tax rate and analyze growth capacity of this revenue stream.

Statutory Authority

Florida Statute 166.231 provides municipal authority to levy a public service tax on the purchase of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service. The taxes are only on purchases within the municipal limits and the tax rate cannot exceed 10% of the payments received by the seller.

Statutes require municipalities provide a 120 day notice to the Department of Revenue of increases in the public service tax before the effective date of the tax increase. The City will also be required to provide advanced notice to impacted service providers.

City of Inverness Public Service Tax History

The City adopted its first Public Service Tax on October 1, 1985 at the rate of 5% for electric, gas, telegraph and telecommunications services for purchases made after October 31, 1985 and through September 30, 1987. Additionally 2 cents per gallon tax was levied on fuel oil.

City Council, on June 2, 1987 extended the tax period through September 30, 1992.

September 20, 1988 the City increased the public service tax rate from 5% to 8% but maintained the .02 cents per gallon on fuel oil.

October 18, 1988 the City reduced the Telecommunications and Telegraph public service tax to 7%.

July 19, 1994 the City increased the tax on electric and gas from 8% to 9% and maintained the Telecommunications and Telegraph tax at 7% and the fuel oil tax at .02 cents per gallon. Council on this date also extended the sunset date of the tax to September 30, 1995.

August 1, 1995 the City repealed the sunset provision of the utility tax, making the tax a permanent revenue source for the City.

During the 2000 and 2001 sessions, the Florida Legislature enacted the Communication Service Tax (CST). The Act was structured to combine all existing taxes imposed on communication providers into a single fee. The intention of this Act was to eliminate confusion the industry experienced with the fact various fees/taxes were levied by multiple governments. The Act consolidated the collections of the communications tax with the

Department of Revenue who verifies tax report submissions, audits and disburses the tax funds to municipalities.

July 3, 2001 the City eliminated its telecommunications and telegraphs public service tax and adopted a Communications Service Tax rate of 5.6% for the period beginning October 1, 2001 and ending September 30, 2002 and adopted a rate of 5.32% effective October 1, 2002. The rates were developed in conjunction with the State and the amounts represented a conversion rate to ensure stable revenues from the tax.

On January 1, 2012 the City increased the public service tax rate from 9% to 10% on the purchase of electricity, metered natural gas, liquefied petroleum gas either metered or bottled and manufactured gas either metered or bottled.

The City has never elected to levy a water public service tax as authorized by statute.

Summary of Analysis

The State of Florida allows a maximum public service tax rate of 10% for water sales in the municipal limits. The purpose of the study was to identify the limits of tax the City could assess and provide an analysis of revenue impacts if the tax was adopted at 3%.

The City would generate additional revenue of approximately \$37,326 annually with the increase in the public service taxes for water service. Each 1% generates \$12,442 in revenue based on the Fiscal Year 2016 Water Sales. The tax would be levied on all water availability and water usage charges assessed by the City on residential and commercial properties within the City limits. The tax will not be levied on water customers residing outside the City limits.

I surveyed cities in the Counties of Citrus, Marion, Lake, Levy, Putnam, Hernando, Hillsborough, Alachua, Pasco, Polk, Pinellas and Sumter on public service tax rates and have provided the results as attachments to this memo. A summary of the results follow:

Service Taxed	# Surveyed	No Tax	< 4% Tax	5%-9.5% Tax	10% Tax (Max)
Water	96	41 (42.71% surveyed)	1 (1.04% surveyed)	6 (6.25% surveyed)	48 (50% surveyed)

Recommendation

Staff recommends the City levy a 3% public service tax on the purchase of water as established in the proposed ordinance. Slow growth in General Fund revenues has negatively impacted the revenue stream in the General Fund. The City continues to experience declining base line property values, slow growth in interest earnings, and an unstable environment in state shared revenues. Recommendation is made to maximize locally controlled revenues to minimize the impacts of those revenue declines outside of the City’s control.

The City is required to provide a 120 day notice to the Department of Revenue; therefore, the proposed effective date of the Ordinance is proposed for February 2, 2017.

The City Attorney has reviewed the proposed ordinance language, recommended a change which has been incorporated in the final ordinance and approved the Ordinance to form to be considered by Council. The email of his approval is attached for your reference.

ORDINANCE NO. 2016- 721

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING CHAPTER 20, TAXATION, ARTICLE II IN THE CODE OF ORDINANCES, "UTILITY TAX;" AMENDING ARTICLE II TITLE TO PUBLIC SERVICE TAX; AMENDING SECTION 20-16. - LEVIED, TO PROVIDE FOR A THREE PERCENT (3%) PUBLIC SERVICE TAX ON WATER; AMENDING SECTION 20-19 COMPENSATION TO SELLERS TO ADD THE SELLER OF WATER; AMENDING SECTION 20-20 DUTY OF SELLER TO COLLECT TAX TO ADD WATER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Inverness, Florida in regular meeting this ____ day of _____, 2016 as follows:

Section 1. That the code of Ordinances of the City of Inverness, Florida, Chapter 20, Taxation, Article II, Utility Tax, is hereby amended to change the title of Article II, Utility Tax to Public Service Tax to maintain uniformity with Florida Statute 166.231.

Section 2. That the code of Ordinances of the City of Inverness, Florida, Chapter 20, Taxation, Article II, Public Service Tax, Section 20-16 entitled Levied is hereby amended to reads as follows:

(1) It is hereby imposed and levied by the City of Inverness a tax on every purchase of electricity, metered natural gas, liquefied petroleum gas either metered or bottled and manufactured gas either metered or bottled within the corporate limits in the city as defined in Section 166.231(1)(a), Florida Statutes in the amount of ten (10) per cent of the monthly charge for each service as collected by the seller of such utility service from the purchaser. Effective January 1, 2011, the utility tax on services shall be increased from nine (9) to ten (10) per cent.

(2) It is hereby imposed and levied by the City of Inverness a tax on every purchase of fuel oil within the corporate limits of the city in the amount of two cents (\$0.02) per gallon as sold by the seller of such product to the purchaser.

(3) It is hereby imposed and levied by the City of Inverness a tax on every purchase of water within the corporate limits of the City in the amount of 3% of the monthly water charge as collected by the seller of such utility service from the purchaser.

(4) This utility tax shall not be levied on any portion of a customer's bill representing a "fuel adjustment charge," and such charge shall be separately stated on each bill pursuant to Section 166.231(1)(b), Florida Statutes, and as subsequently amended.

Section 3. That the code of Ordinances of the City of Inverness, Florida, Chapter 20, Taxation, Article II, Utility Tax, Section 20-19 entitled Compensation to sellers is hereby amended to reads as follows:

(1) For purposes of compensating the seller of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured, and fuel oil) or water, the seller of such utilities are to be allowed one per cent of the amount of the tax collected and due to the City of Inverness in the form of a deduction from the amount collected for

remittance. The deduction shall be allowed as compensation for keeping of records and collection of tax and remitting the same to the City of Inverness.

Section 4. That the code of Ordinances of the City of Inverness, Florida, Chapter 20, Taxation, Article II, Public Service Tax, Section 20-20 entitled Duty of seller to collect tax is hereby amended to reads as follows:

- (1) It shall be the duty of every seller of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water and fuel oil within the corporate limits of the City of Inverness to collect from the purchase thereof for the use of the City, the tax hereby levied at the time of collecting the selling price, and to report and pay over on or before the last day of each calendar month to the City of Inverness, all such taxes levied and collected during the preceding calendar month. It shall be unlawful for any seller to collect for any utility service without at the same time collecting the tax hereby levied unless such seller shall elect to assume and pay such tax without collecting the same from the purchaser. Any seller failing to collect such tax at the time of collecting for such utility service where the seller has not elected to assume and pay such tax shall be liable to the city for the amount of such tax; provided, however, that the seller shall not be liable for the payment of such tax upon uncollected bills.
- (2) If any purchaser shall fail, neglect, or refuse to pay for such utility service, including the tax hereby imposed, the seller shall have the right and is hereby authorized and empowered to immediately discontinue further service to such purchaser until the tax and the seller's bill shall have been paid in full.

Section 5. Inclusion in Code. It is the intention of the City of Inverness City Council that the provisions of this Ordinance shall become and be made a part of the City of Inverness Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Severability. That it is hereby declared to be the intention of the City of Inverness City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable. If any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Code.

Section 7. Effective Date. This Ordinance shall take effect on February 2, 2017.

UPON MOTION duly made and carried, the foregoing Ordinance was approved the first reading on the ____ day of _____, 2016.

UPON MOTION duly made and carried, the foregoing Ordinance was adopted on the second reading on the ____ day of _____, 2016.

CITY OF INVERNESS

By: _____

DAVID RYAN,
President of City Council

ATTEST:

SUSAN JACKSON
Acting City Clerk

Approved by me as Mayor of the City of Inverness, this ____ day of _____, 2016.

ROBERT PLAISTED, Mayor

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

897-0923 FCN 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 September 23rd, 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 23rd day of Sept, 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

897-0923 FCN
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 Inverness that an ordinance entitled:

ORDINANCE NO. 2016 - 721
AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING CHAPTER 20, TAXATION, ARTICLE II IN THE CODE OF ORDINANCES, "UTILITY TAX;" AMENDING ARTICLE II TITLE TO PUBLIC SERVICE TAX; AMENDING SECTION 20-16. - LEVIED, TO PROVIDE FOR A THREE PERCENT (3%) PUBLIC SERVICE TAX ON WATER; AMENDING SECTION 20-19 COMPENSATION TO SELLERS TO ADD THE SELLER OF WATER; AMENDING SECTION 20-20 DUTY OF SELLER TO COLLECT TAX TO ADD WATER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

will be considered for final reading and adoption by the City Council. All interested parties may appear at the meeting and be heard with respect to the proposed Ordinances at 5:31 PM, October 4, 2016.

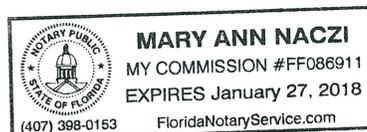
Copy of the proposed ordinance will be on file with and available for inspection by the public in the office of the City Clerk in the City Hall, 212 W. Main Street, Inverness, Florida, between the hours of 8:30 AM and 4:00 PM, Monday through Friday of each week.

Be advised that if any person or persons may wish to appeal a decision of the City Council of the City of Inverness, Florida, made at this meeting, a record of the proceedings will be needed by such person or persons and a verbatim record may be needed.

This Notice is issued under my hand as the President of the City Council of the City of Inverness this 20th day of September, 2016.

Attest: /s/ Susan Jackson Interim City Clerk /s/ David Ryan President of City Council

Published one time in the Citrus County Chronicle - Friday, September 23, 2016





09/30/2016 10:21
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 1
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/16
			TOTALS FOR ACE HARDWARE CO OF INV INC		1,521.65
			TOTALS FOR MATTHEW ALCORN		500.00
			TOTALS FOR ALLEN , NORTON & BLUE PA		313.70
			TOTALS FOR ARCHITECTURAL FOUNTAINS INC		2,180.00
			TOTALS FOR AUTOZONE		163.83
			TOTALS FOR EMBARQ FLORIDA, INC		240.47
			TOTALS FOR CIT TECHNOLOGY FINANCIAL SERVICES		425.00
			TOTALS FOR CITRUS COUNTY / DPW		504.68
			TOTALS FOR CITRUS COUNTY BOARD OF COMMISSIONER		66,095.93
			TOTALS FOR CITRUS COUNTY CHRONICLE		257.96
			TOTALS FOR CITY ELECTRIC SUPPLY INC		11,283.48
			TOTALS FOR CITY TIRE OF INVERNESS		363.54
			TOTALS FOR CLEAR CHANNEL OUTDOOR		1,754.25
			TOTALS FOR KIMBERLY LEE COMMON		290.00
			TOTALS FOR FRANK DIGIOVANNI		72.97
			TOTALS FOR DUKE ENERGY		675.92
			TOTALS FOR GAI CONSULTANTS, INC		1,320.22
			TOTALS FOR HANNIE PRINTING INC		410.00
			TOTALS FOR HAWKINS, INC.		660.00
			TOTALS FOR A.C.M.S., INC		7,203.08
			TOTALS FOR JENNIFER L. STEELFOX		90.00
			TOTALS FOR KIMLEY-HORN AND ASSOCIATES, INC		950.00
			TOTALS FOR MARK G. LAWSON, P.A.		10,316.35
			TOTALS FOR MACKLER GRAPHICS, INC.		1,100.00
			TOTALS FOR MANN-ICURE LAWN SERVICE AND LANDSCAPING		2,850.00
			TOTALS FOR MUNICIPAL EQUIPMENT COMPANY, LLC		470.00



09/30/2016 10:21
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 2
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/16
			TOTALS FOR NATIONWIDE RETIREMENT SOLUTIONS		1,528.57
			TOTALS FOR NATURE COAST EMERGENCY MEDICAL FOUNDATIO		866.57
			TOTALS FOR NEAT & TIDY LAWN SERVICE, INC.		1,800.00
			TOTALS FOR OFFICE DEPOT INC		171.81
			TOTALS FOR PETTY CASH		452.50
			TOTALS FOR PIPER FIRE PROTECTION, INC.		300.00
			TOTALS FOR POSTMASTER OF INVERNESS		150.00
			TOTALS FOR PUBLIC EMPLOYEES UNION		25.66
			TOTALS FOR SAFETY PRODUCTS INC		1,772.00
			TOTALS FOR SAND/LAND OF FL ENTERPRISE INC		160.00
			TOTALS FOR STEPHEN SCHAEFFNER		1,500.00
			TOTALS FOR JACQUELYN SMITH		96.00
			TOTALS FOR SOUTHERN ADVERTISING, INC.		2,417.25
			TOTALS FOR SS SOLUTIONS, LLC.		5,100.44
			TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC		4,319.64
			TOTALS FOR TERRY L. IRWIN ARCHITECTS, P.A.		3,500.00
			TOTALS FOR THE VISUAL SPECTRUM, INC.		2,000.00
			TOTALS FOR UB REFUND		1,168.66
			TOTALS FOR UNIFIRST CORPORATION		108.51
			TOTALS FOR USA SERVICES		1,550.00
			TOTALS FOR WASTE MANAGEMENT OF CENTRAL FL		49,707.68
			TOTALS FOR MARY WAYBRIGHT		30.00
			TOTALS FOR WHETSTONE OIL COMPANY, INC		461.61
			REPORT TOTALS		191,199.93

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

September 20, 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 – *not present*
Councilman Hinkle
Mayor Plaisted – *not present*

Also present were City Manager DiGiovanni, City Attorney Haag, Asst. City Manager Williams, Community Development Director Day, Facilities Director Hodges, Interim City Clerk Jackson 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

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

PUBLIC HEARINGS

None

OPEN PUBLIC MEETING

None

SCHEDULED APPEARANCES

None

MAYOR'S LOCAL ACHIEVEMENT AWARDS

None

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 09/06/16*
 - Recommendation – Approval
- c) ICRA Board Resignation – Tim Nash & Charlie Wade*
 - Recommendation – Approval

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

CITY MANAGER'S REPORT

10)a) City Park Use Fees – Resolution* was addressed by City Manager DiGiovanni stating a review was conducted on the fee rental program for facilities in the City Park System, including rates to rent the Community Building in Whispering Pines City Park. The goal is to price-point fees to be commensurate with the value of a particular facility. Once a permit is issued, the facility is removed from public use and reserved for the paying entity. City Park facilities are in demand and constantly booked. Fees are part of a process to remove an area from public use, and off-set the cost of providing park services. Our goal is to maintain a balance that doesn't "over-tax" City residents, and keeps charges reasonable for anyone. All public fees are defined and authorized by City Council via adoption of a Resolution, with future changes recommended from time to time.

Councilwoman Hepfer motioned to have the Clerk read Resolution 2016-14 by Title only. Seconded by Councilman McBride. The motion carried.

RESOLUTION 2016 – 14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, ESTABLISHING FEES AND CHARGES FOR THE USE OF CITY FACILITIES; ESTABLISHING NEW FEES FOR USE OF CITY FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman Hinkle motioned to adopt Resolution 2016-14 by roll-call vote. Seconded by Councilman McBride. Roll call vote was as follows: Councilwoman Hepfer, yes; Councilman Hinkle, yes; Councilman McBride, yes; President Ryan, yes. The motion carried.

10)b) Sanitation Services – Annual Fee Adjustment* with City Manager stating the City has an excellent solid waste program that includes yard waste, bulk items and single stream recycling for residents. Rates are annually adjusted by contracts for all facets of the program. The City must additionally manage (adjust) rates for the shared dumpster program. The City's Commercial Rates for solid waste services are showing reduction for the ensuing fiscal year. Rate adjustments are made on an annual basis as part of the Franchise Agreement for Solid Waste Collection Services in the City. The Rate Schedule has been adjusted corresponding to the change in the Consumer Price Index and in accordance with the Franchise Agreement. The change will reflect a decrease of -.37%. The Shared Dumpster Program Sanitation Rates will be modified to meet this change. Rates will become effective October 1, 2016.

Councilwoman Hepfer motioned to approve the sanitation commercial rate change for Fiscal Year 2016/17, which will become effective October 1, 2016. Seconded by Councilman McBride. The motion carried.

10)c) City Utility System Tax – Ordinance* (1st Reading) with City Manager noting development of the City Budget for 2016/17 included the calculation of a service fee (tax) on the Utility System. The new fee is limited to those served within the City of Inverness. The State of Florida allows up to a 10% charge, with the proposed application imposing 3%, to generate some \$37,326.00 to support General Fund operations. Prior to actual implementation, a Public Hearing must be conducted and customers must receive a notice 120 days in advance. The City Attorney reviewed the Ordinance structure and language and finds it legally sufficient to proceed.

Councilman Hinkle motioned to have the Clerk read Ordinance 2016-721 by Title only. Seconded by Councilwoman Hepfer. The motion carried.

ORDINANCE NO. 2016- 721

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING CHAPTER 20, TAXATION, ARTICLE II IN THE CODE OF ORDINANCES, "UTILITY TAX"; AMENDING ARTICLE II TITLE TO PUBLIC SERVICE TAX; AMENDING SECTION 20-16. - LEVIED, TO PROVIDE FOR A THREE PERCENT (3%) PUBLIC SERVICE TAX ON WATER; AMENDING SECTION 20-19 COMPENSATION TO SELLERS TO ADD THE SELLER OF WATER; AMENDING SECTION 20-20 DUTY OF SELLER TO COLLECT TAX TO ADD WATER; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman Hinkle motioned to approve Ordinance 2016-721 on the 1st reading by roll-call vote. Seconded by Councilwoman Hepfer. Roll call vote was as follows: Councilwoman Hepfer, yes; Councilman Hinkle, yes; Councilman McBride, yes; President Ryan, yes. The motion carried.

10)d) Inspection Services – RFP* was addressed with City Manager noting the City has been contracting Building Official services and plan review for the last 4 years. The current contract concluded and competitive proposals were duly advertised and solicited for the ensuing fiscal cycle and beyond. Three responses were received and evaluated based on price and pending performance. The enclosed bid summary sheet is to reference and compare proposed pricing by each firm. Given the approach of “lowest and best” the Firm of MT Causley, Inc. stood out as the best choice. MT Causley has been providing services for the City over the last 4 years with a solid working relationship and approach to accomplishing the workload in the best interest of the community.

Councilman Hinkle motioned to award the contract for Building Plan Review and Inspection Services to MT Causley, Inc. and authorize that the Council President execute the document. Seconded by Councilwoman Hepfer. The motion carried.

10)e) Council Travel Approval* was addressed with City Manager noting that out of state travel for Elected Officials requires approval by all Council Members. Councilman Hinkle wishes to attend the upcoming conference for municipalities in North Carolina. Exposure to other communities is always rewarding. The decision lies fully with City Council and we will proceed based on your action. **This failed due to a lack of a motion.**

10)f Bargaining Unit & General Employee Compensation* with City Manager stating the Bargaining Unit did not option to collectively negotiate this year, which allows City Council ability to make a determination on pay changes for all employees. Implementation of all changes will commence October 1, 2016, which represents the first day of the pay-period for the new fiscal year. Pay adjustments of \$1,000 increase to employees earning \$33,333. and below, and 3% for those above \$33,333 , including Bargaining Unit Members and general employees.

Councilwoman Hepfer motioned to ratify negotiations with the Bargaining Unit and additionally award non-bargaining unit employees a positive pay adjustment of three-percent (3%) exercising the above listed steps, calculated on base pay earnings. Seconded by Councilman McBride. The motion carried.

10)g) SAFER Grant Award* was reported by City Manager DiGiovanni that the application to secure funding that is designed to reimburse start-up costs for the Fire Department was approved in the amount of \$62,000.00, 100% funding with no local match. Council agreed this was great news.

10)h) ICRA Board Appointment* was addressed by City Manager that Mr. Kemper Willcut, a business owner in the City, has completed an application to express interest to serve in a volunteer capacity as a member of the Inverness Community Redevelopment Agency (ICRA.) The additional member will bring the Board to a workable number, but remains in need of additional members. Elected Officials are asked to recruit people you know that may be interested.

Councilwoman Hepfer motioned to appoint Kemper Willcut as a volunteer member to the Inverness Community Redevelopment Agency to a two year term. Seconded by Councilman Hinkle. The motion carried.

10)i) P/T Employee Construction Manager* was announced by City Manager that we are expanding the project team to add staff expertise in project construction. This will be part-time, only be engaged once per week during actual construction and/or as needed. The current team is fully engaged, and with multiple projects simultaneously moving forward, it is imperative that we expand project team staff levels to insure construction proceeds as it should to achieve desirable results and to protect the public investment. This additional position requires the use of \$1,000 in Council Contingencies to fund the position for the remainder of this year and the beginning of next.

Councilwoman Hepfer motioned to approve the position of Part Time Construction Manager and authorize the use of \$1,000 of Council Contingencies to initially fund the position. Seconded by Councilman Hinkle. The motion carried.

Councilman Hinkle questioned the impact of this position for the upcoming budget year, with City Manager advising it would be approximately \$20,000 to \$25,000 and depends on how the projects unfold once they commence.

10)j) Coast to Coast Bicycle Trail – Resolution* was addressed that as a Bicycle Friendly community, support should always be for initiatives that improve the

mobility of cycling in the State. The Florida Coast to Coast connector is a project plan that will connect multiple communities across Central Florida coast to coast. Adoption of this Resolution will place the City of Inverness with the Hernando/Citrus MPO in supporting the program in an official capacity.

Councilman Hinkle motioned to have the Clerk read Resolution 2016-18 by Title only. Seconded by Councilwoman Hepfer. The motion carried.

RESOLUTION 2016 - 18

A RESOLUTION OF THE CITY OF INVERNESS, FLORIDA, SUPPORTING CENTRAL FLORIDA MPO ALLIANCE AND TAMPA BAY AREA REGIONAL TRANSPORTATION AUTHORITY MPO'S CHAIRS COORDINATING COMMITTEE AND THE TRAIL LEADERSHIP TEAM'S EFFORTS TO PROMOTE THE FLORIDA COAST TO COAST TRAIL OVERLAY FINDINGS RELATED TO SIGNAGE, BRANDING AND WAYFINDING; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman McBride spoke to the trail system and the support from surrounding communities. He addressed issues in various areas of the trail and flashing lights, etc. Councilwoman Hepfer commented on future trail and cycling education. City Manager spoke to FDOT funding regarding trail crossing lights, trail use and tourism, relating to multi-model concepts, smart growth, and complete street principles.

Councilman Hinkle motioned to adopt Resolution 2016-18 by roll-call vote. Seconded by Councilwoman Hepfer. Roll call vote was as follows: Councilwoman Hepfer, yes; Councilman Hinkle, yes; Councilman McBride, yes; President Ryan, yes. The motion carried.

10)k) Citrus County Radio System Agreement* was addressed by City Manager DiGiovanni regarding an Interlocal Agreement (IA) with County Government (BOCC) to fund the City's proportionate share of the newly purchased and implemented county-wide Motorola Radio System. There are two tiers of funding in the Agreement: one being a ten-year maintenance agreement and the second is a ten-year commitment to the county's debt service for the initial purchase of radio infrastructure (tower, software, repeaters). The City purchased its own radios for the Fire Department, but use of the radios will be governed through the county system. The FY 16/17 budget impact will be \$1,486.00 for maintenance and \$5,218.00 for debt service, totaling \$6,704/annum. These are reoccurring annual costs that will be a commitment for a ten-year period. An increase can be expected each year for the maintenance portion of this arrangement.

Councilman Hinkle motioned to approve the Inverness Radio Maintenance and Usage Agreement to include Amendment One, and authorize the Council President to execute the document. Seconded by Councilman McBride. The motion carried.

10)l) City/Sheriff Dispatch Service Agreement* was addressed with City Manager referencing the agreement for dispatch services. He reiterated the previous discussion Council had regarding both the dispatch agreement and the law enforcement

agreement. There have been conversations with the CCSO determining different aspects of each agreement. City Manager spoke to the attached exhibits with Exhibit A showing both cities being levied the same charges. The second shows Crystal River being charged a fraction of what Inverness will be charged. City Attorney Haag has consulted with the Sheriff's Office to clarify the agreements. The goal is to maintain stability to the community, in conjunction with the Law Enforcement and Crossing Guard Agreements respectively that are with the Sheriff's Office.

City Attorney Haag addressed both agreements. He spoke of concerns regarding the Exhibit A and the cost difference between the City of Inverness and the City of Crystal River.

Sheriff Dawsy addressed Council and spoke to both agreements and the detailed aspects of each. It was stated the agreements can be revisited in 6 – 12 months to review statistics, various items, etc.

Councilwoman Hepfer motioned to accept the Dispatch Agreement and authorize Council President to execute the document. Seconded by Councilman Hinkle. The motion carried.

10)m) City/Sheriff Law Enforcement Services Agreement* was addressed with City Manager referencing the Inter Local Agreement (IA) for Law Enforcement Services, which was previously addressed by City Council, and approved with the caveat that dispatch services were inclusive. The agreement is being returned for Council to consider the proposal as presented. The City of Inverness has excellent relations with the Citrus County Sheriff's Office and work well with the members. Inverness receives added services beyond what is charged by general (county) taxation. The enclosed agreement by the Sheriff is structured to continue the program status quo through September 30, 2017 at the cost of \$775,529.00.

City Attorney Haag stated that this agreement is the same as last year, and that the Council has 3 choices regarding this. The choices are to have a City police department, contract with the CCSO, or do nothing.

Councilwoman Hepfer motioned to support and accept the agreement with the Citrus County Sheriff's Office for Law Enforcement Services through September 30, 2017, and authorize the Council President execute the document. Seconded by Councilman Hinkle. The motion carried.

10)n) Funding of Homosassa Springs Park Fish Bowl (verbal) was referenced by City Manager DiGiovanni noting the City was copied on correspondence by the City of Crystal River regarding a funding program.

10)o) ICRA Structure (verbal) was discussed by City Manager referencing the history of ICRA. Consideration is for Council to review the structure of the ICRA board and consider having the Council as the board members instead of a separate group for the ICRA. Research is required and this will come before Council in the future.

City Manager DiGiovanni additionally reported on the following:

- Thursday, September 22 will be the Final Public Hearing for adoption of the FY 2016/2017 budget at 5:01pm.

- There was a presentation to the American Planners Association in Tampa that was well received, and a presentation to the Hernando/Citrus MPO was today at the monthly MPO meeting, and appeared to generate interest.

COUNCIL/MAYOR SUBJECTS

Councilwoman Hepfer stated she will not be attending October 4, 2016 Council meeting as she will be recovering from hip surgery.

Councilman Hinkle spoke of the relationship with the Citrus County Sheriff's Office.

Councilman McBride spoke of the MPO meeting and the I-75 task force discussion. The Suncoast 2 will be built going North sometime in the future.

President Ryan attended the ribbon cutting at Citrus Memorial for the Women & Children's Center, as well as the ribbon cutting for Modera Wealth Management.

City Manager DiGiovanni questioned Councilman McBride about the MPO regarding the City's presentation and funding programs the MPO might try to develop with Councilman agreeing that is a possibility and to contact Dennis Dix.

CITIZENS NOT ON AGENDA

Karen Esty disagreed with the statement regarding the Suncoast 2 extension made by Councilman McBride and spoke to aspects of the parkway. She thinks the Council as the ICRA board is a good idea, and questioned the numbers provided by the Sheriff's Office.

Meeting adjourned at 7:09pm.

City Clerk

Council President

September 22, 2016
5:01 PM

The City Council of the City of Inverness met on the above date for the Final Budget Public Hearing at 212 W. Main Street with the following members present:

President Ryan
Vice President McBride
Councilwoman Bega (Not Present)
Councilwoman Hepfer
Councilman Hinkle
Mayor Plaisted (Not Present)

Also present were City Manager DiGiovanni, Assistant City Manager Williams, Assistant Finance Director Carnevale, and Deputy Clerk Jackson, and City Clerk Davis.

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

NOTICE

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 Council Budget Workshop
July 28	5:30pm	City –Wide 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

Council President Ryan stated the purpose of this hearing was to adopt a final property tax rate (or millage) and budget for the 2016-2017 fiscal year for the City of Inverness. A proposed property tax rate was advertised on the TRIM notices and in the Citrus County Chronicle of 7.5729 mills. The City of Inverness Budget has been finalized using the rate 7.5729 mills. The final millage rate is greater than the rolled back rate of 6.9557 mills by 8.87%.

Council President Ryan asked the elected members wished to comment and there was no comment.

Council President Ryan asked if there was anyone present who wished to address the council as to any item within the Budget or millage levy. No one spoke for or against. He closed the public input.

President Ryan advised that proposed budget was developed using the rate of 7.5729 mills. The next motion must be to adopt the final millage rate. Any budget amendments may be made after adoption of the final millage rate. He asked if there was motion to read the Final Mill Levy Resolution by title only.

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

RESOLUTION 2016 - 19

A RESOLUTION OF THE CITY OF INVERNESS OF CITRUS COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF INVERNESS FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman Hinkle moved to adopt the Final Mill Levy Resolution adopting a final millage rate of 7.5729 mills for the 2016-2017 fiscal year, by roll call vote. Seconded by Councilwoman Hepfer. Roll call vote was as follows: Councilwoman Hepfer, yes; Councilman Hinkle, yes; Councilman McBride, yes; President Ryan, yes. The motion carried unanimously.

President Ryan asked if there was a motion to read the Budget Resolution, adopting the Final Budget for 2016-2017 fiscal years as proposed on final vote. **Councilwoman Hepfer motioned to read the Final Budget Resolution by title only. Seconded by Councilman Hinkle. The motion carried.**

RESOLUTION 2016-20

A RESOLUTION OF THE CITY OF INVERNESS OF CITRUS COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET COMMENCING ON OCTOBER 1, 2016 AND ENDING ON SEPTEMBER 30, 2017; PROVIDING FOR PROPOSED EXPENDITURES; PROVIDING TAXABLE VALUES; PROVIDING FOR OPERATIVE FISCAL YEAR; PROVIDING FOR EXPENDITURES DURING FISCAL YEAR AND SUBSEQUENT HOLD OVER FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilwoman Hepfer motioned to adopt the Budget Resolution adopting the Final Budget for the 2016-2017 Fiscal Year as proposed by roll call vote. Seconded by Councilman McBride. Roll call vote was as follows: Councilwoman Hepfer, yes; Councilman Hinkle, yes; Councilman McBride, yes; President Ryan, yes. The motion carried unanimously.

The meeting adjourned at 5:06 pm.

City Clerk

Council President

Agenda Memorandum – *City of Inverness*

DATE: October 4, 2016
ISSUE: Authorization for Proclamation Issuance

- “National Hospice/Palliative Care Month”
- “Red Ribbon Week”
- “National Bullying Prevention Month”

FROM: Interim City Clerk Jackson
CC: City Manager
ATTACHED: Draft Proclamations

The attached request is for the Inverness City Council to consider and authorize issuance of a Proclamation in recognizing,

“National Hospice/Palliative Care Month”
“Red Ribbon Week”
“National Bullying Prevention Month”

Recommended Action:

If City Council supports the above listed subject, and wishes to issue Proclamations, please motion, second and vote to authorize that we finalize such Proclamations to be issued by the Mayor as arranged by the Office of the City Clerk.



Susan Jackson, Interim City Clerk

Proclamation

WHEREAS, Hospice and Palliative care provides patients and families the highest quality care during a life-limiting illness and at the end of life, through pain management, symptom control, caregiver training and assistance, and emotional and spiritual support, allowing patients to live fully up until the final moments, surrounded and supported by the faces of loved ones, friends and committed caregivers; and

WHEREAS, Hospice is committed to upholding the dignity of every person, regardless of age, health, or social status, and fully recognizes that every stage of human life deserves to be treated with the utmost respect and care; and

WHEREAS, Hospice encourages all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals.

NOW, THEREFORE, I, Robert Plaisted, Mayor of the City of Inverness, do hereby proclaim the month of November 2016 as

“National Hospice and Palliative Care Month”

in the City of Inverness, and encourages citizens to increase their understanding and awareness of care at the end of life and to observe this month with appropriate activities and programs.

*Robert Plaisted, Mayor
City of Inverness*

ATTEST:

Susan Jackson, Interim City Clerk

Proclamation

Red Ribbon Week

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED That I, Robert Plaisted, serving as the Mayor of the City of Inverness, do hereby proclaim **October 23rd through October 31st, 2016** as

“Red Ribbon Week”

Robert Plaisted, Mayor

Susan Jackson, Interim City Clerk

Proclamation

WHEREAS, the City of Inverness and the Street Team of Citrus County value the emotional and physical health of all our citizens, and;

WHEREAS, bullying is physical, verbal, sexual, or emotional harm or intimidation intentionally directed at a person or group of people; and

WHEREAS, bullying occurs in neighborhoods, playgrounds, schools, and through technology, such as the Internet and cell phones; and

WHEREAS, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescents annually; and

WHEREAS, thousands of Florida children and adolescents are affected by bullying annually; and

WHEREAS, targets of bullying are more likely to acquire physical, emotional, and learning problems and students who are repeatedly bullied often fear such activities as riding the bus, going to school, and attending community activities; and

WHEREAS, children who bully are at greater risk of engaging in more serious violent behaviors; and

WHEREAS, children who witness bullying often feel less secure, more fearful, and intimidated.

NOW THEREFORE BE IT RESOLVED, that I, Robert Plaisted, serving as the Mayor of the City of Inverness, do hereby proclaim October as

“National Bullying Prevention Month”

and that Inverness schools, students, parents, recreation programs, religious institutions, and community organizations be encouraged to engage in a variety of awareness and prevention activities designed to make our communities safer for all children and adolescents.

ATTEST:

Robert Plaisted, Mayor

Susan Jackson, Interim City Clerk

AGENDA Memorandum - *City of Inverness*

DATE: September 28th, 2016
ISSUE: Highland Blvd. Streetscape Project - Agreement
FROM: City Manager
CC: Interim City Clerk, Finance Director, Public Works Director, Project Director, Project Director
Attached: Highland Blvd Streetscape Project Agreement

This Highland Blvd. Streetscape project was presented to City Council on September 6th to award the bid. Exercising an abundance to preserve the integrity of the bid process, we are providing full disclosure of all project aspects for City Council to separately formally approve the Project Construction Agreement to move forward.

The agreement has been fully reviewed by staff and follows what is used with other construction projects of the City.

If you wish to discuss this item, please feel free to contact my office.

Recommended Action –

Please motion, second and vote to accept the Project Agreement for construction, and authorize the Council President to execute the document.

(The City Manager will administer changes orders to bring forward a desirable project outcome.)


Frank DiGiovanni

**SECTION 00520
AGREEMENT FORM**

PART 1 GENERAL

1.1 THIS AGREEMENT, made and entered into the 20th day of Sept., 2016
by and between the **City of Inverness, Florida**

_____ a municipal corporation of the
State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" (also
referred to as "OWNER") and Pave-Rite, Inc.

_____, whose principal and local address is _____
3411 W Crigger Ct., Lecanto, FL 34461, hereinafter referred to as to as the
"CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as
the Parties.

1.2 The Owner and Contractor Agree as Follows:

A. The Contract Documents include the Agreement, Addenda (which pertain to the
Contract Documents), Contractor's Bid, Notice to Proceed, the Bonds, the General
Conditions, the Supplementary Conditions, the Specifications listed in the Index to
the Project Manual, any technical specifications as incorporated by the Project
Manual; the Drawings as listed in the Project Manual, all Written Amendments,
Change Orders, Work Change Directives, Field Orders, Engineer's written
interpretations and clarifications issued on or after the Effective Date of this
Agreement, and all documents which are fully a part of the Contract with the City are
identified by title and number as set forth below and are available for review at
and downloading from the City's Web site (site in full) and all documents are agreed to
be incorporated into the Contract as if physically attached to the Contract and are,
further, agreed to be incorporated into the Contract as if fully set forth therein
verbatim. The Contract Documents include:

1. Executed, Section 00520 - Agreement Form.
2. The Project Manual. Note the Index (starting on page number 00010-1 of
the Project Manual) includes all instructions, terms, general and
supplemental conditions, bid documents, plans, prints and specifications
pertaining to the Project.
3. Addenda Applicable to the Bid
4. Contractor's Bid, 00410.
5. Performance Bond, 00605.
6. Payment Bond, 00610
7. Material and Workmanship Bond, 00615.
8. Trench Safety (Executed Form), 00430
9. Non Collusion Affidavit, 00432
10. Conflict of Interest Affidavit, 00434
11. Public Entities Crime Affidavit, 00436
12. Compliance With the Public Records Law Affidavit, 00438
13. Bidder Qualification Affidavit, 00440
14. Receipt of Exempt Public Records and Agreement to Safeguard (If Required
for Project by City), 00442

AGREEMENT

00520-1

**SECTION 00520
AGREEMENT FORM**

15. Certification Of Non-Segregated Facilities (Executed Form), 00450
16. Disputes Disclosure (Executed Form), 00452
17. Drug Free Workplace (Executed Form), 00454
18. Unauthorized (Illegal) Alien Workers Affidavit, 00456
19. E-Verify Compliance Affidavit, 00458
20. Americans With Disabilities Act Affidavit, 00460
21. Financial Information (Executed Form) (If Required by City), 00462
22. Insurance Certificate(s)
23. Notice of Award, 00510
24. Notice to Proceed, 00530.
25. Consent of Surety to Final Payment (Executed Form), 00617.
26. Contractor's Application for Payment (Executed Forms), 00625.
27. Certificate of Substantial Completion, 00626.
28. Certificate of Final Completion, 00627.
29. Contractor's Partial Release of Lien (Executed Forms), 00640.
30. Subcontractor's Final Release of Lien (Executed Form), 00641.
31. Subcontractor's Partial Release of Lien (Executed Forms), 00644.
32. Contractor's Release of Lien (Executed Form), 00645.
33. Project Field Order (Executed Form), 00940.
34. Work Directive Change (Executed Form), 00945.
35. Change Order (Executed), 00950.
36. Additional document(s) that are not specifically listed in Paragraph 1.02.A.1 through 1.02.A.36, but which are included in the Project Manual and any additional documents agreed upon by the Parties shall be included as a part of the Contract.

These documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. As the documents indicated above are executed, the date of final execution and initials of the individual who received the executed document(s) is to be added to the blank next to the listed document(s) when processed and made a part of the City's official set of Contract Documents.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the: **Highland Blvd. Streetscape Project – FPID 43032 1 58 01**

C. Contract Time

The Contractor shall begin work after the issuance of a written Notice to Proceed from Owner and shall substantially complete the work within the Contract Time identified in Paragraphs 1.02.C.5 of the Bid Form, which is **210 Calendar Days**. The work shall be finally complete, ready for Final Payment in accordance with the

00520-2

AGREEMENT

SECTION 00520
AGREEMENT FORM

General Conditions, within 30- calendar days from the actual date of substantial completion.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$ 1,074.00 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (¼) of the rate set forth above.

E. Contract Price Unit

Price Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order and subject to the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of: One Million Eight Hundred Forty-Five Thousand Four Hundred Fifty-Three Dollars and Fifty Cents (\$ 1,845,453.50). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

F. City of Inverness Tax Recovery

The CONTRACTOR shall cooperate with the CITY in the implementation of the CITY's tax recovery program and, to that end, the CITY may make purchases directly under its purchase order processes relative to various materials, supplies and equipment that may be part of the services provided under this Agreement. The CONTRACTOR hereby recognizes the right of the CITY to engage in tax recovery/savings through direct purchases.

G. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions.

00520-3

AGREEMENT

**SECTION 00520
AGREEMENT FORM**

H. Retainage

In accordance with the provisions of the State of Florida Local Government Prompt Payment Act, the value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 10 percent (10%), to be held by Owner as collateral security to ensure completion of Work. When the Work is 50 percent (50%) complete, defined as being 50 percent complete based on the construction progress schedule as updated during construction, and expenditure of at least 50 percent of the total updated construction cost, retainage shall be reduced in accordance with State law.

I. Additional Terms and Conditions

1. The CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality goods and/or services to the CITY by means of employees who are neat in appearance and of polite demeanor.
2. All submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.
3. The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which goods and/or services provider shall provide goods and/or services for the CITY's projects.
4. The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.
5. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.
6. The CONTRACTOR hereby guarantees the CITY that all materials, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the

00520-4

AGREEMENT

SECTION 00520
AGREEMENT FORM

Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.

7. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.
8. Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.
9. No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the CITY.
10. Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects.
11. Quality, Professional Standards, and Security Requirements
 - a. Under this paragraph 11, the term "CONTRACTOR'S employees" shall include CONTRACTOR'S agents, employees and SUBCONTRACTORS extending to SUBCONTRACTORS agents and employees.
 - b. The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all services furnished by the CONTRACTOR under any Agreement resulting from this solicitation. The City reserves the right to require all CONTRACTOR employees, when on City property or work sites,

AGREEMENT

00520-5

SECTION 00520
AGREEMENT FORM

to wear identification badges at all times which, at a minimum,
provides the name of the employee and the CONTRACTOR.

- c. The CITY reserves the right to require the CONTRACTOR to provide to the CITY a list of employees working on the project. Also, the list shall include employee working days, times and assignments within forty-eight (48) hours of the CITY's written request for such information. This information will be reviewed, screened and verified by the CITY, prior to the employees of the CONTRACTOR entering the CITY's premises and/or work sites.
 - d. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.
12. Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.
13. The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
14. Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement.
15. Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

00520-21

AGREEMENT

SECTION 00520
AGREEMENT FORM

16. The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.
17. The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.
18. Each invoice shall reference this Agreement, the appropriate billing period.
19. The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.
20. Invoices are to be forwarded directly the City's designated CEI representative, as identified at the preconstruction meeting, for review and processing.
21. CITY designates the Project Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.
22. The Project Manager, or his/her designated representative, shall have the following responsibilities:
 - a. Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;
 - b. Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;
 - c. Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and
 - d. Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

00520-21

AGREEMENT

SECTION 00520
AGREEMENT FORM

23. Until further notice from the City Manager the designated representative for this Agreement is:

Myra Monreal, Project Manager
City of Inverness
212 W. Main Street
City of Inverness,
Florida 34450

24. CITY may terminate this Agreement for convenience at any time or for any one (1) or more of the reasons as follows:
- a. If, in the CITY's opinion, adequate progress is not being made by the CONTRACTOR due to the CONTRACTOR 's failure to perform; or
 - b. If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or The CONTRACTOR, or any employee or agent of the CONTRACTOR, is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or
 - c. The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
 - d. The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.
25. In the event of any of the causes of termination, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement.
26. In the event that this Agreement is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

00520-21

AGREEMENT

SECTION 00520
AGREEMENT FORM

27. The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.
28. Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing. Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.
29. The CITY shall have the right to terminate this Agreement without cause with a sixty (60) day written notice to the other party. The CITY reserves the right CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.
30. In the event that this Agreement is terminated, the CITY shall identify any specific work to be continued to completion pursuant to the provisions of this Agreement.
31. In the event that after the CITY termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.
32. In the event this Agreement is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.
33. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.
34. The performance or provision of the CONTRACTOR's goods and/or services under this Agreement may be suspended by the CITY at any time.

00520-21

AGREEMENT

SECTION 00520
AGREEMENT FORM

35. In the event the CITY suspends the performance or provision of the CONTRACTOR services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.
36. Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.
37. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will be treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.
38. Indemnity and Insurance
- a. To the fullest extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of services required under this Agreement, provided that same is caused in whole or in part by the error, omission, negligent act, failure to act, breach of contract obligation, malfeasance, officers, officials, employees, or subCONTRACTORS. Additionally, the CONTRACTOR accepts responsibility for all damages resulting in any way related to the performance of work. In no event, shall either party be responsible or liable to the other for any incidental, consequential, or indirect damages, whether arising by contract or tort.

00520-21

AGREEMENT

SECTION 00520
AGREEMENT FORM

- b. In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.
 - c. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
 - d. In claims against any person or entity, indemnification under this Section by an employee of the CONTRACTOR or its agents or subCONTRACTORS, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or Workers Compensation acts, disability benefits acts, or other employee benefit acts.
 - e. The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision of this Agreement; provided, however, that the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverage.
 - f. The CONTRACTOR shall submit a report to the CITY within twenty- four (24) hours of the date of any incident resulting in damage or which is reasonably likely to result in a claim of damage.
39. The CONTRACTOR shall obtain or possess and continuously maintain the insurance coverage as set forth and required in the bid documents.
40. All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured.
41. The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Purchase/Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall:

00520-21

AGREEMENT

SECTION 00520
AGREEMENT FORM

- (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Agreement.
42. The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new The CONTRACTOR shall furnish Certificates of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.
43. Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY's waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.
44. The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement.
45. The CONTRACTOR is an independent contractor and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
46. All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.
47. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.
48. The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

00520-21

AGREEMENT

SECTION 00520
AGREEMENT FORM

49. The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of
50. The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.
51. If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.
52. The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.
53. The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination.
54. If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.
55. The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.
56. The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act (ADA)*, and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

00520-21

AGREEMENT

SECTION 00520

AGREEMENT FORM

57. The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.
58. The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.
59. The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
60. If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.
61. The CONTRACTOR shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.
62. The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.
63. The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
64. The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of

00520-21

AGREEMENT

SECTION 00520
AGREEMENT FORM

65. The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.
66. In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Citrus, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
67. In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.
68. The CONTRACTOR agrees to fully comply with all State laws relating to public records.
69. The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.
70. The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.
71. Any CONTRACTOR proposed subcontractors shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment,

00520-21

AGREEMENT

SECTION 00520
AGREEMENT FORM

72. The CONTRACTOR shall coordinate the provision of goods and/or services and work product of any CITY approved subcontractors, and remain fully responsible for such goods and/or services and work under the terms of this Agreement.
73. Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties commensurately with the CONTRACTOR's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.
74. The CONTRACTOR shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.
75. This Agreement is to be governed by the laws of the State of Florida.
76. Venue for any legal proceeding related to this Agreement shall be in the Fifth Judicial Circuit Court in Inverness, for Citrus County, Florida.
77. This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.
78. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.
79. This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.
80. This Agreement may only be amended, supplemented or modified by a formal written amendment.

00520-21

AGREEMENT

SECTION 00520
AGREEMENT FORM

81. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
82. Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.
83. The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
84. In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.
85. The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.
86. Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.
87. The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

00520-21

AGREEMENT

SECTION 00520

AGREEMENT FORM

- 88. All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.
- 89. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- 90. The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.
- 91. In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.
- 92. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

Pave-Rite, Inc.
Name of Firm
Jeffrey J. Korstick, V.P. 09/19/2016
By (Signature) Date
Jeffrey J. Korstick, Vice President
Printed Name and Title

ATTEST:
Kimberly A. Jackson 09/19/2016
By (Signature) Date
Kimberly A. Jackson, Office Manager
Printed Name and Title

(SEAL)



00520-21

AGREEMENT

**SECTION 00520
AGREEMENT FORM**

OWNER:

City of Inverness, Florida
Name of Owner

By (Signature)

Date

(SEAL)

Printed Name and Title

ATTEST:

By (Signature)

Date

Printed Name and Title

Approved as to form and
legal sufficiency.

City Attorney

Date

END OF SECTION

00520-21

AGREEMENT

ADDENDUM TO AGREEMENT

1. Keep and maintain public records required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contact term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 726-2611, CITYCLERK@INVERNESS-FL.GOV, OR THE INVERNESS GOVERNMENT CENTER, 212 W MAIN STREET, INVERNESS, FL 34450

Initial 

Agenda Memorandum – *City of Inverness*

DATE: September 29, 2016
ISSUE: Use of Contingency Funds
FROM: City Manager
CC: Finance Director
ATTACHED: Budget Transfer Sheet

Attached please find a budget transfer sheet to identify a use of contingency funds for local market support. We have done a remarkable job to promote the City in new and dynamic ways, and it is equally important to support local efforts in the manner we are able to broaden appeal.

This appropriation will be used to contract with long standing entities that have supported City efforts for years. The amount is small in comparison to the overall program.

Contingency Funds are allocated for expenditure by approval of the City Manager and Council. Your support and understanding is appreciated.

Recommended Action –

Motion, second and vote to authorize the transfer of \$3500 from Contingencies to Marketing.


Frank DiGiovanni

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

CITY OF INVERNESS

Budget Transfer Appropriation

FISCAL YEAR : 2017

Finance Reference #: 2017-01-

Item #	Account Number	Account Description	Original Budget	Previous Transfers	Additional Amount Requested	New Budget Amount	Budget Reduction Requested	New Budget Amount
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1	01745740-534910	IEVB-Advertising/Marketing	71,400	0	3,500	74,900		
	01191902-599990	Council Contingency	429,810	0			3,500	426,310

REASON FOR TRANSFER: Marketing - Advertising

2								

REASON FOR TRANSFER:

3			0	0	0	0		
			0	0			0	0

REASON FOR TRANSFER: _____

REQUESTED BY:	APPROVED BY:	APPROVED BY:	APPROVED BY:
_____	_____	_____	_____
(Department Director)	(Finance Director)	(City Manager)	(Council)
Date:			

Agenda Memorandum – *City of Inverness*

DATE: September 29, 2016
ISSUE: Appointment to the ICRA Board
FROM: City Manager (Prepared by Bruce Day)
CC: City Clerk
Attached: Completed City Board Member Application

Mr. Jesse Brashear, a downtown businessman in the City, has completed an application with interest to serve in a volunteer capacity as a member of the Inverness Community Redevelopment Agency (ICRA.)

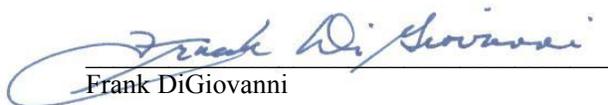
The addition of Mr. Brashear will bring ICRA to full membership. While that is good, other boards need members.

We ask Elected Officials to please recruit people you know that may be interested to serve.

Recommended action -

If the applicant and submittal are satisfactory, please motion, second and vote to appoint Jesse Brashear as a volunteer member to the Inverness Community Redevelopment Agency to a three-year term.

Thanking you in advance for your attention to this matter.


Frank DiGiovanni

APPLICATION FOR SERVING ON CITY BOARDS

1. Name: Jesse Earl Brashear Home Phone 860-0428

2. Home Address 9797 E Baymeadows Dr.

3. Business Brashear's Pharmacy Bus. Phone 637-2079

4. Business Address 206 W. Dampier St.

5. Brief resume of education and experience: 2004 to present - Pharmacy Operations, B.S. in Political Science - Florida State University

6. Are you a registered voter? Yes No _____ Precinct# 405

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

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

9. Do you hold a Public Office? Yes _____ No

10. Are you employed by the City? Yes _____ No

11. At present, do you serve on a board or committee of either the city or county?
Yes _____ No

If "yes", name: _____

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

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

13. Committee or Boards you have served in the past: Rotary Club of Inverness
Bay meadows Homeowners Association, Citrus Pregnancy Center

14. Why do you believe you are qualified to serve on this board/committee? _____
Lifelong city resident, business owner
in downtown area

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

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

NOTE: (1) Application will remain active for one (1) year from submittal date.

(2) If appointed, you are required to complete a Financial Disclosure form.

SIGNATURE Jane Brashaw DATE 9/22/16
*APPLICATIONS REMAIN ON FILE FOR 6 MONTHS

AGENDA Memorandum - *City of Inverness*

DATE: September 20th, 2016

ISSUE: VETERAN'S DAY PARADE FDOT APPROVAL CONFIRMATION BY CITY

FROM: City Clerk

CC: City Manager

ATTACHED: Letter by Veteran's Appreciation Week Committee: September 17th, 2016
FDOT Application for Temporary Road Closure

Please reference attachments for additional information.

Steps are being taken for the City of Inverness to accommodate the Veteran's Day Parade on Friday, November 11th, 2016. Staging for the parade will commence at 8:30am at Citrus High School, with a scheduled start time of 10:00am. The program will conclude at the Historic Courthouse Square. While arrangements follow past procedures, we are reminded of procedure by FDOT to the approval process.

As the local government, the City of Inverness must include a copy of the minutes from a meeting of the governing board, where City Council approved the City's hosting of the event. Even though the application includes the signature of the City Manager and Sheriff, FDOT is steadfast with the elements of this regulation.

Recommended Action:

To meet the criteria of FDOT, it is recommended that City Council motion and vote to authorize that the City host and accommodate the parade on November 11th, 2016, on the FDOT roadway Highway 41/44 through town, and accordingly support a temporary closure of the road for this purpose.

Once approved, related paperwork will be sent to FDOT for final action.

Thank you.



Deborah Davis

TWENTY-FOURTH ANNUAL CITRUS COUNTY
Veterans Appreciation Week
October 31 - November 13, 2016



Date: September 17, 2016

MEMO: To Mr. Frank DiGiovanni, Inverness City Manager.

FROM: Chris G. Gregoriou, Chairman, Veterans Appreciation Week,
Ad Hoc Committee.

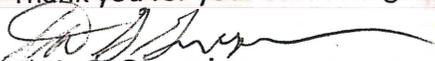
SUBJECT: Instruction for Processing Request for Temporary Closing/
Special use of State Road.

Please have yourself and Sheriff Dawsy sign all four copies of the complete
FDOT "Request for Temporary Closing/ Special Use of State Road" Form which are
Enclosed to the letter addressed to Mr. Harold Miller, Jorgensen
Contract Services.

Upon City Council approval of the event nad the signing of all four copies of the
Completed FDOT "Request for Temporary Closing/Special Use of State Road"
Form by yourself and Sheriff Dawsy, please forward the letter and enclosures plus
a copy of the portion of the Inverness City Council meeting in which the council
members approve the event to Mr. Miller.

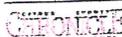
If you have any questions, please contact Chris Gregoriou, parade coordinator, by
phone at: 352-302-9777 or e mail, allprestige@yahoo.com.

Thank you for your continuing support,


Chris G. Gregoriou

Enclosures

"Citrus County Honors Our Korean War Era Veterans"

 1624 NORTH MEADOWCREST BOULEVARD CRYSTAL RIVER, FLORIDA 34429 (352) 563-6363 FAX (352) 563-5665

TWENTY-FOURTH ANNUAL CITRUS COUNTY
Veterans Appreciation Week
October 31 - November 13, 2016



Mr. Harold Miller
Jorgensen Contact Services
1871 N. Lecanto Highway
Lecanto, Florida 34461

Sep. 17, 2016

RE: Request for temporary Closing/Special Use of State Roads.

Dear Sir,

Enclosed is the completed permit form in four copies with original Signatures with sketch map and Certificate of Insurance in support of the Citrus County Veterans Appreciation Week Ad Hoc Committee's request for the temporary closing of portion of US Highway 44 within the city limits of Inverness Florida. The Request temporary closing is for Citrus County's Twenty Fourth Annual Veterans Day Parade on Friday, November 11, 2016.

The Veterans Appreciation Week Ad Hoc Coordinating Committee approved the Veterans Day Parade for the Inverness at its August 17th meeting. The Veterans Day Parade corporate sponsor is Citrus Publishing, Inc. which is the parent company of the Citrus Count Chronicle newspaper. The publisher is Gerry Mulligan and the business manager is Melanie Stevens. The Citrus County Chronicle enclosed certificate of insurance is renewed annually with the expiration date of 08/01/2017.

If further information is needed please contact the undersigned by phone
At: 352-302-9777 or e mail allprestige@yahoo.com

Thank you for your assistance.

Sincerely,


Chris Gregoriou, Event Coordinator

- cc; 1. Permit Form No. 850-040-65 w/ sketch map
2. Certificate of Insurance

"Citrus County Honors Our Korean War Era Veterans"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: 9/17/16

Permit No. _____

Governmental Entity

Approving Local Government Inverness City Council Contact Person Frank DiGiovanni
 Address 212 W. Main Street Ave Inverness, FL 34450
 Telephone 352-726-2611 Email _____

Organization Requesting Special Event

Name of Organization All Hoc Committee Contact Person Chris Gregorio
 Address Citrus County Chronicle 1674 W. New Lower Crest Blvd. Crystal River FL 34429
 Telephone 352-6363 Email allprestige@yahoo.com

Description of Special Event

Event Title Veterans Day Parade Date of Event 10/11/16
 Start Time 10:00 AM End Time 11:30 PM
 Event Route (attach map) US Hwy 44 Inverness enclosed
 Detour Route (attach map) enclosed

Law Enforcement Agency Responsible for Traffic Control

Name of Agency Citrus County Sheriff's Dept.

US Coast Guard Approval for Controlling Movable Bridge

Not Applicable
 Copy of USCG Approval Letter Attached
 Bridge Location _____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

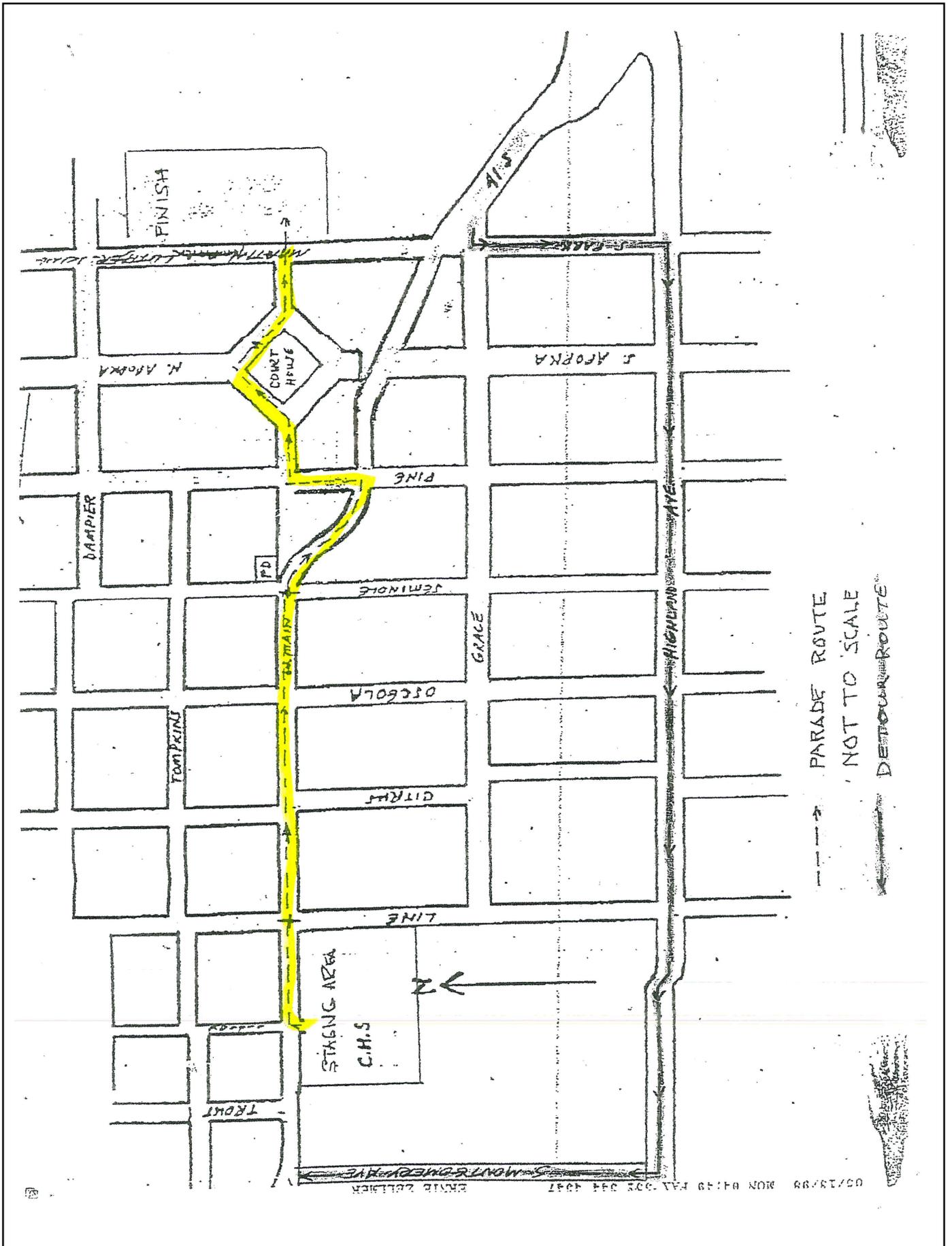
Signatures of Authorization

Event Coordinator Chris Gregorio Signature [Signature] Date 9/22/16
 Law Enforcement Name/Title Jeffery J. Dauscy Sheriff Signature [Signature] Date _____
 Government Official Name/Title Frank DiGiovanni City Manager Signature [Signature] Date _____

FDOT Special Conditions

FDOT Authorization

Name/Title _____ Signature _____ Date _____



RELEASE OF LIABILITY

AND HOLD HARMLESS STATEMENT

I/we agree, to release and hold harmless the City
(Name of Organization)
of Inverness from any liability of any kind for any and all damages arising out of any loss or injury

resulting from the Veterans Day Parade + Service held on Nov 11, 2016
(Name of Special Event)

This release includes a release for any and all losses or injury arising while using City of Inverness facilities or property and for any and all losses or injury to persons attending this special event.

I certify that the event will be open to all citizens, and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I agree to obtain the required Liability Insurance and to secure all necessary City/County/State Permits or Licenses, and abide by all city, county, state regulations or policies as imposed. I further certify that all the facts contained in this request are accurate.

Name (Print): Melanie Stevens

Signed: Melanie Stevens Title: Bus Mgr

Date: 8/15/16

If your organization has any outstanding financial obligation with any department within the City, your application may not be processed.

An incomplete application may result in denial of your request.

Please attach:

- (1) Detailed financial report of last year's event (if applicable)
- (2) Non-profit documentation
- (3) Certification of Insurance
- (4) Product Liability (if applicable)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2016

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 Marsh USA Three James Center 1051 East Cary Street Suite 900 Richmond, VA 23219 653146-LCNI-Umb-16-17	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Landmark Community Newspapers, Inc. 601 Taylorsville Road Shelbyville, KY 40066	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: QBE Insurance Corporation	NAIC # 39217
	INSURER B: N/A	NAIC # N/A
	INSURER C: Praetorian Insurance Company	NAIC # 37257
	INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CLE-004815381-39 **REVISION NUMBER:** 5

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGA3967979	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CBA3967978 (AOS) CBA3971064 (MA)	08/01/2016 08/01/2016	08/01/2017 08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Deduct. \$ 5,000 EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> 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	CWC3967980 (AOS) CWC3977033 (CT, ID, MA)	08/01/2016 08/01/2016	08/01/2017 08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER City of Iverness 212 W. Main Street Iverness, FL 34452	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 of Marsh USA Inc. Donna M. Orange <i>Donna M. Orange</i>
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ACORD 25 (2014/01)

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TWENTY-FOURTH VETERANS APPRECIATION WEEK

Citrus County Honoring Korean War Veterans

October 29 – November 14

1. **Veterans Appreciation Concert**, Saturday, Oct. 29, 2:30 p.m., Citrus Springs Community Center; Sunday, Oct. 30, 2:30 p.m., Cornerstone Baptist Church, Inverness: Cindy Hazzard, 352-601-7394, nccommunityband@earthlink.net.
2. **Veterans in the Classroom**, Monday, Oct. 31 – Thursday, Nov. 10, MOAA: Tim Holme, 597-3884, tholme@tampabay.rr.com; Ron Lundberg, 746-9502, rjlundberg@embarqmail.com or Mac McLeod 746-1384, cmcleod670@earthlink.net.
3. **Veterans Social**, Friday, Nov. 4, 5:00 p.m. – 6:30 p.m., 40 & 8: John Kaiserian 746-1959, johnk40and8@yahoo.com. Fish fry \$7.
4. **Veterans Fair**, Saturday Nov. 5, 10:00 a.m. – 2:00 p.m., Citrus County Auditorium, Inverness, DAV158: Duane Godfrey, 794-3104, mgodfrey222@gmail.com; Ken Wells, 410-0049, ken.wells@citrusbocc.com. Opening ceremony 9:45 a.m.
5. **Massing of the Colors**, Sunday, Nov. 6, 3:00 p.m., First Lutheran Church, Inverness, Submarine Vets: Jack Townsend 637-5376, jack@townsendcastle.com.
6. **Veterans Appreciation Program & Ice Cream Social**, Sunday, Nov. 6, 6:00 p.m., Cornerstone Baptist Church, Inverness: Ray Michael 637-3265, rmichael5@tampabay.rr.com. Uniforms encouraged.
7. **Veterans Flea Market**, Wednesday, Nov. 9, 7:00 a.m. – 2:00 p.m., Stokes Flea Market: Curt Ebitz 382-3847, curt247@tampabay.rr.com. To schedule a table, call Dinah 745-7200 NLT two Weds prior to Nov. 9.
8. **Veterans Program**, Thursday, Nov. 10, 2:00 p.m., Inverness Primary School: Mary Tyler 726-2632, tylerm@citrus.h12.fl.us. Uniforms encouraged.
9. **Marine Corps Ball**, Thursday, Nov 10, 6:00 p.m., Citrus Hills Country Club, Marine Corps League Det. 1139: Chris Gregoriou 302-9777, allprestige@yahoo.com. Tickets \$45.00.
10. **Veterans Day Parade**, Friday, Nov 11, 10:00 a.m., Inverness: Chris Gregoriou 302-9777, allprestige@yahoo.com. Staging 8:30 a.m., CHS parking lot.
11. **Memorial Service**, Friday, Nov 11 following parade, Old Courthouse, Heritage Museum, Inverness: Mac McLeod 746-1384, cmcleod670@earthlink.net.
12. **Veterans Day Luncheon**, Friday, Nov 11, following memorial service, VFW 4337 Inverness: John Lowe 344-4702; thelowes@tampabay.rr.com.
13. **Motorcycle Run to Fallen Heroes Monument**, Friday, Nov. 11, American Legion Riders, Chapter 155: Tom Voelz 795-2884; tvoelz816@gmail.com. Staging 11:00 a.m. at old Publix parking lot; kickstands up 11:30 a.m. Police escort.
14. **Military Ball**, Saturday, Nov. 12, 5:30 p.m., West Citrus Elks, Homosassa, MCL SSG Ted Archambault Det. 819: Morgan Patterson 746-1135, mpatterson41@tampabay.rr.com. Tickets \$40.00.
15. **Woman Veterans Luncheon**, Monday, Nov. 14, 12:00 Noon, Crystal River Woman's Club 320 N. Citrus Ave: Leslie Martineau 746-2396, lmartineau_2001@yahoo.com.