

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

January 17, 2017 - 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 - 5 a) CDBG - Commercial Revitalization Application*
 - 6 - 10 b) CDBG Grant Resolutions* - 2017-03, 2017-04, 2017-05
- 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**

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

January 17, 2017 - 5:30 PM

7) MAYOR'S LOCAL ACHIEVEMENT AWARDS

- a) Cooter Kudo - Supervisor of Elections Office
- b) Proclamation - National Children's Dental Health Month

8) CITY ATTORNEY REPORT

9) CONSENT AGENDA

- 11 - 12 a) Bill Listing *

Recommendation - Approval

- 13 - 18 b) Council Minutes - 01/03/2017 & 01/10/2017 WS*

Recommendation - Approval

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

- 19 - 25 a) 581 Property Lease - Charles Dean*

- 26 - 39 b) Fire Services Mutual Aid*

- 40 - 46 c) Sanitation Ordinance Modification*

- d) Other

11) COUNCIL/MAYOR SUBJECTS

12) NON-SCHEDULED PUBLIC COMMENT

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

13) ADJOURNMENT

- a)

DATES TO REMEMBER

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

January 17, 2017 - 5:30 PM

Friday Night Thunder

Friday, January 20, 2017 at 5:00pm

The Atlantic City Boys

Saturday, January 21, 2017 at 3:00pm & 7:30pm

Valerie Theatre - Downtown Inverness

Inverness Got Talent Competition

Saturday, January 28, 2017 at 7:00pm

Valerie Theatre - Downtown Inverness

Inverness Fire Department 1st Anniversary Dinner

Saturday, February 4, 2017 at 6:00pm

Inverness Fire Station

Inverness City Council Regular Meeting

Tuesday, February 7, 2017 at 5:30pm

Inverness Government Center

Agenda Memorandum – *City of Inverness*

January 17, 2017

ISSUE: 2nd Public Hearing for CDBG Grant
FROM: City Manager (Prepared by Bruce Day)
CC: City Clerk
Attached: Public Announcement (Ad)

To finalize the application process for the City's upcoming community development block grant (CDBG), public input is needed. The public hearing is also an opportunity for City Council to approve going forward with the CDBG application and to direct the consultant, Fred Fox Enterprises, to pursue.

The project being nominated by staff includes: Street and streetscape improvements for Dr. Martin Luther King Jr. Ave. from SR 41/44 to Old Main Street, and similar improvements for West Dampier St. between Apopka Ave. and Seminole Ave. The CDBG commercial revitalization category relates best to streetscape, building façade work, etc. to the downtown commercial area. The maximum amount of the request is \$700,000. The consultant will be prepared to address any questions during the Public Hearing, and will advise Council Members of the means to take action according to the prescribed CDBG process.

Below is an outline of steps needed for the 2nd CDBG Public Hearing.

1. Presentation on the Community Development Block Grant (CDBG) Program application.
2. Open Public Hearing.

Public discussion or comments on eligible projects/activities individuals would like to see included in the application.

Close the Public Hearing.
4. Staff recommendations on project/activities.
5. Request authorization for staff to prepare a Small Cities CDBG Commercial Revitalization Grant application for a specific project.

Recommended action –

Following the above listed items, if Council is satisfied with the project application, please motion, second, and vote to move forward and authorize submission of the CDBG application.

Thanking you in advance for your attention to this matter.


Frank DiGiovanni

CITY OF INVERNESS SECOND PUBLIC HEARING NOTICE

The City of Inverness plans to apply to the Florida Department of Economic Opportunity (DEO) for a grant in the Commercial Revitalization category in the amount of \$700,000.00 under the FFY 2016 Small Cities Community Development Block Grant (CDBG) program. For each activity that is proposed, at least 70% of the funds must benefit low and moderate income persons. The project includes the following activities:

Service Area #1: City Wide Service Area:

Project Area #1: Streetscape & Roadway Improvement Project Area

The City of Inverness proposes to construct a streetscape and roadway improvement project along a five-block "L" shaped area within the downtown. The project area extends three blocks along Dampier Street between Martin Luther King Avenue on the east and North Seminole Avenue on the west and extends two additional blocks along Martin Luther King Avenue between Dampier Street on the north and U. S. Highway 41 on the south.

The specific activities that will be carried out within this five-block project area include:

- Widening Dampier Street between North Seminole Avenue and North Apopka Avenue to allow for on street angular parking;
- Installing brick crosswalks at all intersections within the project area;
- Converting the street design along Martin Luther King Avenue between Old Main Street on the north and U. S. Highway 41 on the south, from a rural street design with no curb and gutter and swale ditches to an urban street design with curb and gutter and underground storm water piping;
- Sidewalk and streetscape improvements within the project area will include upgraded sidewalks, upgraded crosswalks, new street lights, new landscaping and irrigation.

The activities, dollar amounts and estimated percentage benefit to low and moderate income persons are as follows:

Activity Number and Name	CDBG Budget	LMI% Benefit
03L – Sidewalks and Pedestrian Malls	\$ 523,480.00	At Least 51%
03K – Street Improvements	\$ 120,520.00	At Least 51%
21A – Administration	\$ 56,000.00	N/A
Total	\$ 700,000.00	

The City of Inverness does not expect that anyone will be displaced as a result of CDBG funded activities. If any persons are displaced as a result of the planned activities, the City of Inverness will assist them as describe in the City's anti-displacement and relocation policy, which is available for review at City Hall.

A public hearing to provide citizens an opportunity to comment on the application will be held on Tuesday, January 17, 2017 at 5:30 p.m. or as soon thereafter as possible at the City of Inverness City Hall Meeting Room, located at 212 West Main Street, Inverness, Florida. A draft copy of the application will also be available for review during normal business hours in the City Clerk's Office at City Hall beginning at noon on Thursday, January 12, 2017. Persons wanting to submit written comments on the application should send them to Ms. Susan Jackson, City Clerk, by e-mail at cityclerk@inverness-fl.gov or by mail to 212 West Main Street, Inverness, Florida 34450-4855 no later than Wednesday, February 8, 2017.

A copy of the final application will be available for review in the City Clerk's Office at City Hall no later than Monday, February 13, 2017. The application will be submitted to DEO on or before February 16, 2017. To obtain additional information concerning the application and the public hearing, contact Ms. Susan Jackson, City Clerk, City of Inverness, at (352) 726-2611 or by e-mail at cityclerk@inverness-fl.gov.

The public hearing is being conducted in a handicapped accessible location. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing is asked to advise the City at least five days before the hearing by contacting Ms. Susan Jackson at (352) 726-2611. If you are hearing or speech impaired, please contact the City using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice).

Any non-English speaking person wishing to attend the public hearing should contact Ms. Susan Jackson, City Clerk (352) 726-2611 at least five days prior to the hearing and an interpreter will be provided.

The City of Inverness Is A Fair Housing/Equal Opportunity/Handicap Accessible Jurisdiction.

Agenda Memorandum – *City of Inverness*

January 17, 2017

ISSUE: 2nd Public Hearing for CDBG Grant
FROM: City Manager
CC: City Clerk
Attached: Resolution 2017-03
Resolution 2017-04
Resolution 2017-05

Once the preceding Public Hearing on the CDBG application concludes, City Council must meet a CDBG submittal criteria to adopt resolutions specific to parts of the process.

Three Resolutions are enclosed and listed for action.

Recommended Action for Resolution # 2017-03

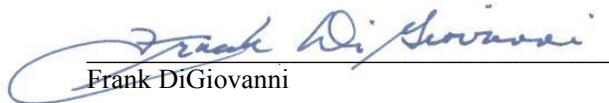
1. Motion and second to read the Resolution by title
 - a. Clerk reads title
2. Deliberate
3. To proceed, motion and second to adopt the Resolution #2017-03, authorizing implementation of the objectives of the City of Inverness Community Development Plan by roll-call

Recommended Action for Resolution # 2017-04

1. Motion and second to read the Resolution by title
 - a. Clerk reads title
2. Deliberate
3. To proceed, motion and second to adopt Resolution #2017-04, authorizing the use of \$851,718.00 of tax increment financing funds as match required for the submission of a small cities CDBG commercial revitalization grant.

Recommended Action for Resolution # 2017-05

1. Motion and second to read the Resolution by title
 - a. Clerk reads title
2. Deliberate
3. To proceed, motion and second to adopt Resolution #2017-05, authorizing the submission of an application for the small cities CDBG program to the Florida Department of Economic Opportunity


Frank DiGiovanni

RESOLUTION NO. 2017 – 03

A RESOLUTION OF THE CITY OF INVERNESS AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND SHORT TERM OBJECTIVES OF THE CITY OF INVERNESS COMMUNITY DEVELOPMENT PLAN.

WHEREAS, the City of Inverness is located in Citrus County, based on the 2010 U.S. Census, the City's population is 7,210. Of the 7,210 residents, 1,319 or 18.3% are below the poverty level.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF INVERNESS, FLORIDA, THAT: the City shall implement the following objectives:

LONG TERM OBJECTIVES:

1. To improve the physical environment of the community to make it more functional, safe, and efficient and to preserve the integrity of the neighborhood.
2. To promote the public interest.
3. To inject long range considerations into the determination of short range decisions.
4. To bring professional and technical knowledge to bear on issues concerning social, economical, or physical development.
5. To facilitate effective cooperation and coordination between all concerned with community development.
6. To identify all available resources for major opportunities and to improve the way of life for all in the community.

SHORT TERM OBJECTIVES:

1. To apply for Community Development Block Grant funds in the Commercial Revitalization category to construct streetscape improvements within certain areas in the City of Inverness downtown.
2. To explore other possible resources for the purpose of improving the way of life for all citizen's, especially those who live in deteriorated housing and neighborhoods.

DULY PASSED AND ADOPTED by the City Council of the City of Inverness, Florida at a regular meeting on this 17th day of January, 2017.

David Ryan, Council President

ATTESTED:

Susan Jackson, City Clerk

RESOLUTION NO. 2017 – 04

A RESOLUTION AUTHORIZING THE USE OF EIGHT HUNDRED FIFTY-ONE THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS (\$851,718.00) OF CITY OF INVERNESS COMMUNITY REDEVELOPMENT AGENCY TAX INCREMENT FINANCING FUNDING AS MATCH REQUIRED FOR THE SUBMISSION OF A SMALL CITIES COMMERCIAL REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION THE CITY IS SUBMITTING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2016. FIFTY THOUSAND DOLLARS (\$50,000.00) OF THE CITY OF INVERNESS COMMUNITY REDEVELOPMENT AGENCY TAX INCREMENT FINANCING FUNDING WILL BE USED AS LEVERAGE AND AN ADDITIONAL EIGHT HUNDRED ONE THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS (\$801,718) OF CITY OF INVERNESS COMMUNITY REDEVELOPMENT AGENCY TAX INCREMENT FINANCING FUNDING WILL BE USED AS REQUIRED LOCAL MATCH FOR THE PROJECT.

WHEREAS, the City of Inverness (the “City”) desires to show evidence of its commitment to provide a specific amount of leverage and match funding to be used in carrying out the Small Cities Commercial Revitalization Community Development Block Grant Application.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF INVERNESS, FLORIDA:

1. That the City hereby commits to providing a minimum of Fifty Thousand Dollars (\$50,000.00) of funding as leverage and an additional Eight Hundred One Thousand Seven Hundred Eighteen Dollars (\$801,718.00) as required match for a total of Eight Hundred Fifty-One Thousand Seven Hundred Eighteen Dollars (\$851,718.00) for a Community Development Block Grant application in the Commercial Revitalization category; and
2. That Fifty Thousand Dollars (\$50,000.00) of leverage funding shall come from the City’s Community Redevelopment Agency Tax Increment Financing Fund for Activity 03K – Roadway Improvements on Public Property or Right-of-Way and an additional Seven Hundred Fifty-One Thousand Seven Hundred Eighteen Dollars (\$751,718.00) of required match funding shall come from the City’s Community Redevelopment Agency Tax Increment Financing Fund for Activity 03K – Roadway Improvements on Public Property or Right-of-Way.
3. An additional Fifty Thousand Dollars (\$50,000.00) of required match funding shall come from the City’s Community Redevelopment Agency Tax Increment Financing Fund for Activity 016 - Engineering for bidding and construction observation services.
4. That the City understands these funds will be expended, following approval of the Community Development Block Grant, after the Department of Economic Opportunity site visit for the project, but prior to the City submitting the administrative closeout for the project to the Florida Department of Economic Opportunity.
5. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Inverness, Florida at a regular meeting on this 17th day of January, 2017.

David Ryan, Council President

ATTESTED:

Susan Jackson, City Clerk

RESOLUTION NO. 2017 – 05

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2016.

WHEREAS, the City of Inverness desires to submit an application to the Florida Department of Economic Opportunity for a Small Cities Community Development Block Grant to benefit persons of low and moderate income.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Inverness as follows:

1. That the City of Inverness hereby authorizes the filing of an application for a Commercial Revitalization Community Development Block Grant; and
2. That the Mayor of the City of Inverness is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on February 16, 2017.

DULY PASSED AND ADOPTED by the City Council of the City of Inverness, Florida at a regular meeting on this 17th day of January, 2017.

David Ryan, Council President

ATTESTED:

Susan Jackson, City Clerk



01/12/2017 13:27
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 1
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 01/31/17
			TOTALS FOR ACE HARDWARE CO OF INV INC		6.36
			TOTALS FOR TIME WARNER CABLE		352.16
			TOTALS FOR WXOF, INC		833.34
			TOTALS FOR CITRUS PRINT COMPANY		120.00
			TOTALS FOR CLARK SALES DISPLAY		9,999.75
			TOTALS FOR DEPT. OF BUSINESS AND PROFESSIONAL		586.97
			TOTALS FOR FULL SOURCE, LLC		906.21
			TOTALS FOR GAI CONSULTANTS, INC		5,801.95
			TOTALS FOR HAWKINS, INC.		108.00
			TOTALS FOR INFINITE ENERGY, INC		1,438.22
			TOTALS FOR KURTZ, BRUCE A AND VIRGINIA L.		3,408.00
			TOTALS FOR MANN-ICURE LAWN SERVICE AND LANDSCAPING		1,425.00
			TOTALS FOR NATIONWIDE RETIREMENT SOLUTIONS		1,529.04
			TOTALS FOR ONLINE IMPLEMENTATION SERVICES, INC		151.50
			TOTALS FOR PUBLIC EMPLOYEES UNION		11.57
			TOTALS FOR SOUTHWEST DIRECT		2,570.48
			TOTALS FOR SVK, INC.		188.00
			TOTALS FOR UB REFUND		387.20
			TOTALS FOR UNIFIRST CORPORATION		27.48
			TOTALS FOR US LEGAL SERVICES, INC		75.00
			TOTALS FOR USA SERVICES		1,550.00
			TOTALS FOR WHETSTONE OIL COMPANY, INC		794.36
			TOTALS FOR JODI AND REZA ZAKARIA		7,001.81
			REPORT TOTALS		39,272.40



01/12/2017 13:27
siddings

CITY OF INVERNESS
CASH REQUIREMENTS REPORT

P 2
apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 01/31/17
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** END OF REPORT - Generated by Stacey Iddings **

January 3, 2017
5:30 PM

The City Council of the City of Inverness met on the above date in Regular Session at 212 W. Main Street with the following members present:

President Ryan
Vice President McBride
Councilwoman Hepfer
Councilwoman Bega
Councilman Hinkle
Mayor Plaisted - *not present*

Also present were City Manager DiGiovanni, City Attorney Haag, Asst. City Manager Williams, Senior Staff members, and City Clerk Jackson.

The Invocation was given by Councilwoman Hepfer 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

4)a)Sweetwater Pointe Adjusting, Equalizing and Finalizing District Roll – Resolution 2017-01* with Council President Ryan asking for a motion to read the resolution by title only.

Councilman Hinkle motioned to have the Clerk read Resolution 2017-01 by Title only. Seconded by Councilwoman Hepfer. The motion carried.

RESOLUTION NO. 2017- 01

**A RESOLUTION OF THE CITY OF INVERNESS, FLORIDA,
PROVIDING ADJUSTING, EQUALIZING AND FINALIZING THE
SWEETWATER POINTE SPECIAL ASSESSMENT DISTRICT ROLL
AND PROVIDING FOR THE RECORDATION OF THE FINAL
ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.**

City Manager DiGiovanni noted prior discussions, meeting with property owners, and Public Hearing on the matter to extend central water services, by the Inverness Water Utility, to the Sweetwater Pointe Subdivision. City Council is to conduct a Public Hearing to receive comments by affected property owners, make adjustments deemed appropriate and necessary, and adopt the enclosed (final) Resolution for the assessment project/program. The assessed construction cost was initially anticipated to be \$5,906.38, but will be lowered to \$5,252.52 per assessed property, and residents will have 365 days to connect and use the system commencing January 10, 2017. Residents will be responsible to obtain a permit, order a meter through the

Utility System, contract a plumber to disconnect from well to create an “air-gap”, connect the meter, and open a utility account.

The Public Hearing was opened.

Jeff Kinnard thanked the Council for the project to provide good water to the area.

Frank Bose addressed ownership of 2 contiguous lots, with 1 lot he claimed was unbuildable (Lot 5, Block C). He spoke to information he received from the County regarding easements, etc. on this lot. He asked for reconsideration on being assessed for both lots, and referenced a lot summary conducted by Citrus County.

City Attorney Haag advised that changing now will create an impact on the other residents by raising their assessment. The concern is documentation is not available substantiating the request. This issue should have been presented some time ago for calculation of the assessment.

City Manager DiGiovanni advised Council the option of either to proceed with the numbers provided or delay the finalization of the project, possibly for months.

Councilmembers spoke of this change affecting the other residents, an extensive delay in service, and the lack of County documentation.

The Public Hearing was closed.

Councilman McBride motioned to adopt Resolution 2017-01 on by roll-call vote. Seconded by Councilman Hinkle. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilman Hinkle, yes; Councilman McBride, yes; President Ryan, yes. The motion carried.

OPEN PUBLIC MEETING

Albert McLaurin, with Unity of Citrus County, spoke of an upcoming visit by several Tibetan Monks to the area and provided an itinerary of planned events and spoke of the use of the historic courthouse as one of the venues.

Commissioner Jeff Kinnard spoke of members on the Citrus County Board of County Commissioners and spirit and hope of cooperation between the board and both cities to progress successfully in the future.

SCHEDULED APPEARANCES

None

MAYOR’S LOCAL ACHIEVEMENT AWARDS

None

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 12/20/16*
 - Recommendation – Approval
- c) Proclamation – National Children’s Dental Health Month*
 - Recommendation – Approval

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

CITY MANAGER'S REPORT

10)a) Sweetwater Pointe Project Completion – Resolution 2017-02* with City Manager stating that the Resolution was reviewed by City Legal Counsel and structured to proclaim the project to extend water utility service for potable water and fire flow into the Sweetwater Pointe Subdivision complete and final. Residents will have 365 days to connect to the system, and the connection fees and assessment fees are separate. This is the final action by Council regarding the assessment and construction process. City Manager noted the project was completed under budget, and the support from senior staff to accomplish the end result.

Councilwoman Hepfer motioned to have the Clerk read Resolution 2017-02 by Title only. Seconded by Councilman Hinkle. The motion carried.

RESOLUTION NO. 2017- 02

A RESOLUTION OF THE CITY OF INVERNESS, FLORIDA, PROVIDING ACCEPTING SWEETWATER POINTE SPECIAL ASSESSMENT PROJECT AS COMPLETED; PROVIDING THE PAYMENT DUE DATE FOR THE FIRST MONTHLY INSTALLMENT; AND PROVIDING FOR RECORDATION OF THIS INSTRUMENT.

Councilwoman Hepfer motioned to adopt Resolution 2017-02 on by roll-call vote. Seconded by Councilman Hinkle. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilman Hinkle, yes; Councilman McBride, yes; President Ryan, yes. The motion carried.

10)b) Local Legislative Delegation Meeting* was addressed by City Manager noting that the City must attend this meeting to speak to US 41N, and referenced the letter sent by Inverness last year. Since the early 2000's, the number one issue has always been US 41N. A letter will be composed to present and submit at the meeting with nothing new, with a possible exception of an emerging issue with bed tax sharing. Beyond highway widening, Home Rule remains at the top of the list for local issues such as: weapon regulation, backyard gun ranges, smoking regulations, etc. We must always appeal to the State to assist with funding for storm water management, potable water and wastewater treatment systems, and boating improvement funds. Cities represent real tourism, and a municipality should be entitled to a fair share of TDC funding. Spoke of traffic redirection and Suncoast 2 topic to be included in the letter, with Councilman McBride stating the extension is going to happen. Consensus of Council was to direct City Manager to compose the letter and present it to the Delegation.

10)c) Waste Management Renewal (Verbal) was addressed by City Manager DiGiovanni referencing the solid waste franchise agreement with the school system, and discussions to maintain the agreement. Looking at better efficiencies through fully automated, natural gas powered Waste Management trucks. This program could reduce labor cost,

City cost, and help ameliorate the fiscal impact by keeping the school system within the franchise. A presentation should be made within 4 – 8 weeks to Council.

10)d) Florida League of Cities Awards Program* was detailed that the Municipal Achievement Award program is an annual opportunity for communities to promote their programs, initiatives, and achievements. An attempted made many years ago, and found that submittal required more work than anticipated, and learned the rating system to be very competitive. There are some 410 cities in Florida and many have undertaken challenging projects and initiatives. City Council consensus was to postpone submittal until next year after the Veteran’s Memorial was complete, to include Capital Action Plan initiatives.

City Manager DiGiovanni additionally reported on the following:

- FMIT (Florida Municipal Insurance Trust) presented a reimbursement check for \$10,500+.
- New Sheriff Prendergast was sworn in today.
- Mutual Aid agreement has been revised and sent to County.
- Exterior work at IGC is progressing well.
- Cooter Pond Boardwalk and landscaping is starting.
- Conversations to be made for City to lease County parking lots.

COUNCIL/MAYOR SUBJECTS

Councilwoman Hepfer stated she attended the swearing in of the new Sheriff, and working with the BOCC.

Councilwoman Bega welcomed the new Sheriff in the community. Happy for Sweetwater Pointe water project. Presented photos of adult fitness equipment for parks.

Councilman Hinkle spoke of the County and Whispering Pines Park, Cooter Pond, and the upcoming Veteran’s Memorial. Everything is for the best for the people.

Councilman McBride thanked Commissioners Kinnard and Coleman looking to create a community to build upon one another for success. Congratulated Sheriff Prendergast.

President Ryan welcomed Commissioners, and noted the upcoming Medical Marijuana workshop.

CITIZENS NOT ON AGENDA

Karen Esty stated she would be attending the Legislative Delegation meeting on Friday. Concerned about proposed minimum flow levels, has requested documentation from MPO regarding US 41N and the withdrawal of funding, and concerns for TDC money.

Meeting adjourned at 6:52pm.

City Clerk

Council President

January 10, 2017
5:30 PM

The City Council of the City of Inverness met on the above date in a Workshop Session to discuss Florida Medical Marijuana Laws at 212 W. Main Street with the following members present:

President Ryan
Vice President McBride
Councilwoman Hepfer (*not present*)
Councilwoman Bega
Councilman Hinkle (*not present*)
Mayor Plaisted

Also present were City Manager DiGiovanni, City Manager Williams, City Attorney Haag, and City Clerk Jackson.

PUBLIC NOTICE

DATE: December 29, 2017

PLEASE BE ADVISED, THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, WILL MEET IN A WORKSHOP SESSION ON **TUESDAY, JANUARY 10, 2017 @ 5:30PM** AT THE INVERNESS GOVERNMENT CENTER, 212 W. MAIN STREET, INVERNESS, FLORIDA FOR THE PURPOSE OF DISCUSSING:

“MEDICAL MARIJUANA”

/s/ Dave Ryan
President of City Council

City Manager DiGiovanni referenced handouts that were provided for Council, including the current laws in effect in Florida, the Constitutional Amendment passed by approx. 71-72% electorate, draft ordinance from the City Attorney, and excerpts from City Manager’s personal Facebook page showing numerous comments. The City of Inverness is looked upon, in Citrus County, as progressive and a leading government.

City Attorney Haag noted that a similar provision was on the ballot 2 years ago, and failed due to not get the required 60% for adoption as a constitutional amendment. He spoke of statutes relating to low-dose THC medical marijuana (cannabis), also known as Charlotte’s Web, to treat patients with seizures and other ailments. He noted that the legislature pre-empted the regulation of growing and dispensing. Currently, we only have jurisdiction on the low-dose cannabis relating to the number and location of dispensaries, licensing, etc. is conducted by the State. City Attorney is recommending, like many other cities, to adopt an ordinance to create a 180 day moratorium, limited to distance and number of facilities, and referenced the ordinance provided. The process would be to present to the Planning Commission first, followed by 2 public hearings with City Council, as part of the Land Development Code (LDC).

Council members questioned permitting, growing, and dispensing, with City Attorney Haag providing clarity to the issue. City Manager DiGiovanni stated it is unknown what the regulations will be and reminded that this is to be dispensed by prescription. City Attorney clarified that the moratorium would halt any permitting so there would be clear regulations in the future. Since there is pending legislation, the City staff has the right to deny permits at this time. Councilwoman Bega agreed the right move is to hold off until we know what direction to take. Mayor Plaisted questioned the LDC and zoning, with City Attorney stating this is licensed by the State, certificates are required, and will be regulated like drug stores. Councilman McBride questioned the origin and process of the medical marijuana, with City Attorney clarifying the regulations through the State. Council President Ryan opened the floor to public comment.

Public Comment

Mark Fallows, DO, Interventional Pain Physician clarified that medical marijuana cannot be prescribed but ordered, and spoke of the DEA. He noted the small number of patients that will possibly qualify for this type of treatment in Citrus County.

Winston Perry, City Business Owner, stated he is encouraged and that Inverness has always been a progressive community. Spoke of Small Town Done Right and how this could save lives of those with various illnesses. He introduced scientist friend, Wayne Coe to further elaborate.

Wayne Coe, Chemical Engineer provided science behind medical marijuana with details regarding research and various aspects of the issue, referencing Israel and Spain cultures.

Sheila Jacobs, County Resident, spoke to her personal experience and is in favor of the benefits provided by medical marijuana. This is important and needs to move forward for those in need.

Meeting adjourned at 6:19pm.

City Clerk

Council President

Agenda Memorandum – *City of Inverness*

DATE: January 17, 2017
FROM: City Manager
SUBJECT: City Property Lease Renewal – Pleasant Grove Road
CC: City Clerk, Finance Director, Public Works Director
ATTACHED: Letter Charles Dean, Dated 01/06/2017
Lease Renewal 2017 (5-pages)

Please reference attachments for additional information.

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

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

Note: Per the City Charter, four (4) affirmative votes are required to execute this document.

Recommended action –

It is recommended that City Council motion, second and vote to accept the 2017 Lease between Charles Dean and City of Inverness for use of available property, and authorize the Council President to execute the documents.

Thank you,


Frank DiGiovanni

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

January 6, 2017

Susan Jackson, City Clerk
City of Inverness
212 W. Main Street
Inverness, FL 34450

Dear Ms. Jackson:

This letter will serve as my formal request to renew and extend my annual lease of the City owned property located next to the Pleasant Grove Elementary School on Rt. 581. The current lease will expire January 31, 2017.

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

Sincerely,

A handwritten signature in blue ink that reads "Charles S. Dean". The signature is written in a cursive style with a large initial "C".

Charles S. Dean

LEASE RENEWAL

THIS LEASE made this 1st day of February A.D. 2017, by and between the City of Inverness, a political subdivision of the State of Florida, hereinafter called the "LESSOR" and Charles S. Dean, hereinafter called the "TENANT."

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

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

together with all dwellings located thereon, for a term of one year commencing on the first day of February, 2017 and ending on the last day of January, 2018, on the following terms and conditions and covenants:

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

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

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

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

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

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

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

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

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

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

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

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

Provided always, and these presents are upon the express condition, that if the TENANT shall fail or neglect to perform and observe any of the covenants on TENANT'S part therein contained, it shall be lawful for the LESSOR at any time thereafter, without notice or demand, to enter into and upon the demised premises and repossess the same as of its former estate, and to expel the TENANT and any person claiming under TENANT, forcibly, if necessary, and to remove their effects, without prejudice to any remedies which might be used for arrears of rent or previous breach of covenant. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate, on the day and year first above written, the LESSOR causing the same to be executed in its name by DAVID RYAN, as President of the City Council of the City of Inverness, Citrus County, Florida, attested by SUSAN JACKSON, as City Clerk of said City Council each of whom were theretofore duly authorized by the City Council of the City of Inverness, Florida, at a meeting held the _____ day of January, 2017.

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

ATTEST:

SUSAN JACKSON
City Clerk

By: _____
DAVID RYAN
PRESIDENT of the City Council,
LESSOR

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

Agenda Memorandum – *City of Inverness*

January 11, 2017

TO: Elected Officials
FROM: City Manager (Prepared by Eric Williams)
SUBJECT: Automatic / Mutual Aid Agreement for Fire Services
CC: City Clerk & Fire Chief
Enclosure: Fire Services Inter-Local Agreement for Automatic Mutual Aid

The intention was to have this final a year earlier; didn't happen. Regardless, we continued working with members of the Sheriff's Office Fire Service Division, to achieve a fluid Fire Servicers Mutual Aid Agreement that includes automatic response when needed. The Agreement will meet stipulated provisions of ISO (Insurance Services Office) program rating requirements.

The ISO rating system is complicated. Inverness will maintain a favorable rating due to the community's compactness, availability of fire flow, and response times of IFD. In addition, ISO mandates that beyond the aforementioned, a community must enact *mutually beneficial automatic aid provisions* for structural fires. ISO does not provide a definition of equity, and only speaks to an agreement being in place.

The enclosed Agreement has been reviewed by City Legal Counsel and provides a platform of cooperation to satisfy ISO requirements. The City will maintain an automatic response to confirmed structural fires, as a responding unit, for a distance of one mile emanating from the city limit boundary, with an expanded area that exceeds the one mile distance that is subject to change. The Sheriff's Fire Rescue will automatically respond to confirmed structural fires within city limits. The *areas of benefit* are equitable and again bring compliance to requirements of ISO. In addition to automatic aid provisions, the agreement outlines the willingness of all parties to provide mutual aid beyond a structural fire circumstance at the other's request. The Agreement works both ways and has been endorsed by newly elected Sheriff Prendergast, and presented for approval.

Recommended Action –

Please motion, second, and vote to accept the Automatic / Mutual Aid Agreement for Fire Services with the Citrus County Sheriff's Fire Rescue Department and the Citrus County Board of County Commissioners, and authorize the Council President to execute the document.

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


Frank DiGiovanni

**INTERLOCAL AGREEMENT
BETWEEN
CITRUS COUNTY, FLORIDA
AND
THE SHERIFF OF CITRUS COUNTY, FLORIDA
AND
THE CITY OF INVERNESS, FLORIDA
FOR
AUTOMATIC AND MUTUAL AID**

THIS INTERLOCAL AGREEMENT (the Agreement) dated this ____ day of _____, 2016 between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"), the CITY OF INVERNESS, a municipal corporation of the State of Florida (hereinafter referred to as "CITY"), and MIKE PRENDERGAST, as Sheriff of Citrus County, Florida (hereinafter referred to as "Citrus County Sheriff" or "CCSO"), a constitutional officer; all collectively referred to as the "Parties."

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

WHEREAS, the Parties wish to enter into this Agreement for the provision of Automatic Aid and Mutual Aid; and

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

WHEREAS, this Agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law.

WHEREAS, the CITY funds its Fire Department through the use of general funds collected through Ad Valorem Tax; and

WHEREAS, the COUNTY funds the Citrus County Sheriff's Office Division of Fire Rescue through a combination of special assessments of a Municipal Service Taxing Unit and a Municipal Service Benefit Unit on a county-wide basis to not include the City of Inverness and the City of Crystal River.

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

1. **Recitals.** The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.

2. **Definitions.** As used in this Agreement, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural number and vice versa, and the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

(a) "Aiding Fire Rescue Department" means the fire rescue department providing Automatic or Mutual Aid to the Alarm Fire Rescue Department.

(b) "Alarm Fire Rescue Department" or "Agency" means the fire rescue department in whose jurisdiction the emergency occurs.

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

(d) "Mutual Aid" means a request for assistance and response by another jurisdiction for apparatus, equipment and/or personnel. Mutual Aid provides for the shared use of resources to properly manage large or multiple incidents. The requested responding units will be specified and a decision made by the Aiding Fire Rescue Department if resources are available to respond.

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

(f) "Structure Fire" means a fire involving the structural components of various types of residential, commercial or industrial buildings. Residential buildings range from single-family detached homes and townhouses to apartments and tower blocks, or various commercial buildings ranging from offices to shopping malls. This is in contrast to vehicle fires, wildfires or other outdoor fires.

3. **Purpose and Intent.**

(a) The purpose and intent of this Agreement is for the Parties to provide the best service possible to residents of their respective jurisdiction to include Automatic Aid for a reported structure fire and Mutual Aid for reported fire alarms, medical emergencies, rescue scenarios, and brush fires. The Parties agree to provide such reciprocal assistance on an Automatic Aid and Mutual Aid basis based on availability. The Parties further agree to provide for Mutual Aid and Assistance by providing fire, rescue, emergency medical, hazardous material, technical rescue and other similar emergency services in the event of disasters resulting from natural phenomena, accidents, or otherwise when the disaster is too great to be handled without assistance. The intent of this arrangement is to provide the most efficient life and property saving services to the citizens protected by the respective Parties. This Agreement is not intended and shall not be construed to in any way deprive a party of jurisdictional powers vested in said party, nor is it the intention of the Parties to combine their individual departments into a single department or district providing the services encompassed by this Agreement.

(b) The City of Inverness and the Citrus County Sheriff's Office hereby agree that the City of Inverness Fire Rescue and Citrus County Sheriff Fire Rescue will provide primary fire protection services within their respective jurisdictions. For areas of automatic aid it is expressly understood that the City of Inverness is the primary responding and responsible agency for the municipal area of the municipality, and that CCSO is the primary responding and responsible agency for unincorporated areas that are outside of the municipality. The parties enter this Agreement with the understanding that Either Party's Level

of Fire Service may be enhanced at a point in time. Should the level of service change or be enhanced, the Citrus County Sheriff's Office and the City of Inverness reserve the right to revisit the parameters for automatic aid, and if deemed appropriate, reduce the area of automatic aid beyond the one-mile automatic aid zone from the municipal boundary as shown upon Appendix B.

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

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

(e) Automatic or Mutual Aid structural firefighting apparatus shall be staffed with a minimum of two (2) State of Florida-compliant certified fire fighters.

(f) All apparatus responding pursuant to this Agreement will be fully serviceable and will meet the standards detailed in NFPA 1901.

(g) All operations will be conducted based on adopted fire/rescue standards and NFPA 1500 safety standards.

4. **Procedures for Requesting Emergency Assistance.**

(a) Responses to all emergencies shall be by request except as identified in Paragraph 3, sections (c) and (d). The company officer or higher authority of the Alarm Fire Rescue Department shall initiate the request. It is also recognized that in the interest of public safety this request may need to be made based upon dispatch information.

(b) The Alarm Fire Rescue Department shall contact the providing Parties dispatch center via the information identified in the "Implementation Plan" attached as Appendix "A" to this Agreement and incorporated as if stated herein.

(c) Responses to structure fires in the areas identified in Paragraph 3, sections (b) and (c) shall be automatic dispatch based upon the dispatch procedures of the Alarm Fire Rescue Department. No formal requests need to

be made to initiate assistance. Response notification will be handled via the Citrus County Sheriff's Office Communication and Dispatch Center.

5. **Duties and Level of Service.**

(a) No department, officer or employee of the Parties to this Agreement shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.

(b) The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each party to this Agreement.

(c) Disputes or disagreements as to the level of services and/or standards of performance shall be reported by the complaining party to the Fire Chief or his designee of the party that provided the service or took the action from which the complaint arose, both departments shall meet to discuss and develop a resolution to the situation.

(d) The decision of the Fire Chief of each party shall be final and conclusive as to the geographic boundaries of response, the level of services rendered or standards of performance observed by the party's personnel. The Parties agree that the Automatic Aid portion of this agreement will be reviewed and revised periodically. Any changes to the agreement shall be in writing and signed by the Parties. The map and description of the defined geographic is located in Appendix B. The Parties further agree that the Mutual Aid portion of this Agreement is applicable in any geographical region that is the primary response area of the City of Inverness Fire Rescue or Citrus Sheriff Fire Rescue. A Fire Rescue Department providing Automatic Aid or Mutual Aid while within the jurisdiction of another Fire Rescue Department shall be subject to the orders and directions of the Incident Commander of the Local Authority where the emergency exists as follows:

1. The Incident Commander in charge on scene of the emergency shall communicate orders and directions to the Aiding Fire Rescue

Department's Officer in Charge via the designated radio channel or in person.

2. The Alarm Fire Rescue Department shall maintain responsibility for the handling of the incident and supplying appropriate Command Staff. Should the need arise to utilize Automatic Aid or Mutual Aid commanding officers, the "Unified Command System" will be established and incident priorities will be determined and executed.

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

7. **Liabilities and Responsibilities of Parties.**

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

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

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

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

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

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

8. Response and Resource Utilization Review .

(a) On a semi-annual basis the Fire Chief for the Citrus County Sheriff's Office Division of Fire Rescue and the Fire Chief for the City of Inverness shall meet and agree on the number of responses made by each jurisdiction in each of the categories listed in 3(d) above and submit those numbers to the respective parties subject to this agreement.

(b) In the event a party finds the number of requested apparatus responses unacceptable, such party shall inform the other party in writing of its concerns and the parties shall meet within 15 calendar days of receipt of the written notice to discuss the issue and seek a remedy for its resolution.

(c) Each party agrees to furnish necessary equipment, resources, and facilities in order to render Automatic and Mutual Aid services to the other party in accordance with the terms of this Agreement. However, neither party shall be required to deplete its own equipment, resources, facilities, and services in furnishing such mutual aid services.

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

(e) Either Agency furnishing aid pursuant to this agreement shall fully compensate its employees during the time such aid is being given.

(f) It shall be the responsibility of the Agency furnishing aid hereunder to notify the requesting party of any items for which reimbursement or replacement

is requested. This notification shall include information regarding quantity used, manufacturer's name, local supplier and specific item(s) used.

9. **Term of Agreement.** This Agreement shall commence at 12:00 a.m. on the date of full execution of the Parties and continue through midnight on September 30, 2017 at which time this Agreement shall automatically renew for one year periods unless cancelled by either party, modified by mutual agreement of the parties, or terminated by operation of law. This agreement may be cancelled by either party giving the other party one hundred eighty (180) days written notice of its intent to cancel..

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

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

12. **Implementation.** The Agency Fire Chiefs have met and prepared an implementation plan identified in the Appendix of this agreement.

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

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

Attest:

CITY OF INVERNESS, FLORIDA

Susan Jackson, City Clerk

By: _____
David Ryan, Council President

Approved as to form and content:

Larry Haag, Esq.
City Attorney

Attest:

CITRUS COUNTY, FLORIDA

Angela Vick, Clerk of Court

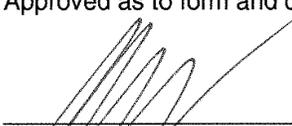
By: _____
Scott Carnahan, Chairman

Approved as to form and content:

Denise A. Dymond Lyn, Esq.
County Attorney

Approved as to form and content:

**SHERIFF OF CITRUS COUNTY,
FLORIDA**



R. Wesley Bradshaw, Esq.
General Counsel

By: 

Mike Prendergast, Sheriff

APPENDIX – A

Implementation Plan

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

1) Request for Assistance

- a) Requests for assistance under this Agreement shall be made only for those areas within the respective jurisdictions for which each Agency is responsible; specifically, the City of Inverness and unincorporated Citrus County as defined in Section 1 of this Agreement. The responding party will fulfill requests for Mutual Aid assistance from the requesting party at the sole discretion of the responding party's fire chief or designee.
- b) Each Agency, whether responding or requesting, shall be responsible for completing their respective incident reports. The responding party shall furnish a copy of their incident report to the Agency receiving aid upon request.
- c) The automatic aid response into another Parties' jurisdiction shall consist of a pre-specified first alarm assignment. Engine responses shall consist of the staffing of two qualified personnel. Tanker responses shall consist of the staffing of one qualified personnel. Additional personnel or equipment must be

requested by the Incident Commander. The response of additional personnel and equipment shall be at the discretion of the company officer of the Agency providing the response and based on availability of requested resources.

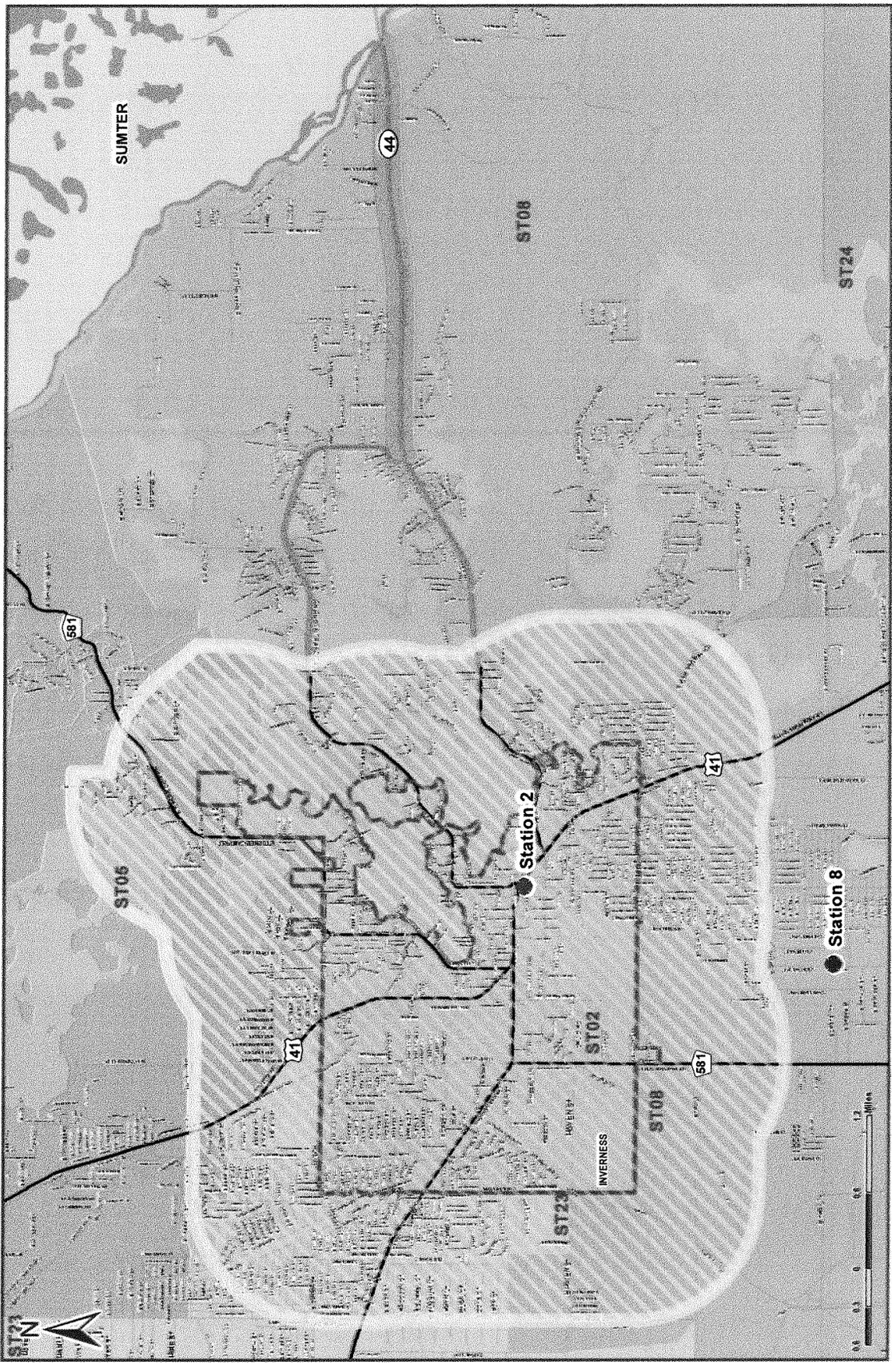
- d) Both Parties agree to abide the requirements found in Florida Administrative Code 69A-62 and provide only personnel that have attained a minimum of Firefighter 1 certification.

2) Types of Incidents

- a) Structure fires
- b) Reported fire alarms (commercial and residential); mutual aid by request only
- c) Medical emergencies (ALS and BLS)
- d) Rescue scenarios
- e) Brush fire
- f) Hazardous materials

APPENDIX – B

Maps



Geographic Information Systems
 Jim Faulkner
 Director

Prepared By: Kristi Fuller, GISP
 Date: November 23, 2016
 Source: Enterprise Geodatabase
 Map Number: KF001075

**Fire Management Zones
 Inverness One Mile Buffer
 Extended Response Area**

Legend

- Volunteer Fire Station
- Career Fire Station
- Fire Management Zone**
 - 1
 - 2
 - 3
 - 4
 - 5
 - 6
 - 7
 - 8
 - 9
 - 10
 - 11
 - 12
 - 13
 - 14
 - 15
 - 16
 - 17
 - 18
 - 19
 - 20
 - 21
 - 22
 - 23
 - 24
- One Mile Buffer**
 - One Mile Buffer
 - Extended Response Area

Agenda Memorandum – *City of Inverness*

DATE: January 17, 2017
ISSUE: Sanitation Ordinance Modifications
FROM: City Manager
CC: City Clerk, Public Works Director, Finance Director
ATTACHED: Ordinance: Codified and Uncodified

Modifications are presented concerning the solid waste, recycling and vegetative waste stream programs of the City. The purpose of these word changes are to:

- Improve the vegetative waste collection program to remove large piles of debris from remaining curbside for weeks/months before being completely removed.
- To create a fee based program to address a large volume of vegetative waste being placed curbside.
- To enhance the visual appearance of the community.
- To prepare for the collection of household solid waste and recycled material by a fully automated truck.

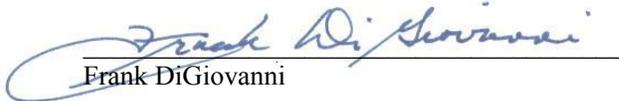
A fee based Resolution that is integral to vegetative waste removal will be available at the time of the public hearing and second reading of the Ordinance.

This represents the first reading of the Ordinance with proposed changes. We look forward to comments, and the ability to position the community for full-automation of waste removal.

Recommended Action:

1. Motion and Second to read the Ordinance by title only
2. Clerk reads title
3. Deliberate, and to, motion and second to adopt the Ordinance on the first reading by roll-call

Thanking you for your attention to this matter.


Frank DiGiovanni

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

ORDINANCE NO. 2017-723

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING CHAPTER 10 OF THE CODE OF ORDINANCES, ENTITLED "RESIDENTIAL SOLID WASTE", BY AMENDING ADDING SECTIONS 10-17 , AMENDING REQUIREMENTS FOR CURBSIDE PICK-UP OF YARD WASTE ; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR MODIFICATION AND, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the City Council of the City of Inverness, Florida, this _____ day of _____, 2017, as follows:

Section 1. AMENDMENTS TO CHAPTER 10 RESIDENTIAL SOLID WASTE

Section 10-17 is hereby adopted as more particularly set forth in Attachment A which is attached hereby and made a part hereof.

Section 2. SEVERABILITY

If any article or portion of this ordinance is found to be invalid, unlawful or unconstitutional, all other articles of this ordinance shall remain valid and enforceable.

Section 3. INCLUSION IN THE CODE OF ORDINANCES

The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of the City of Inverness as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code of Ordinances.

Section 4. MODIFICATION

It is the intent of the Inverness City Council that the provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the Ordinance adopted by the Council and filed by the Clerk.

Section 5. EFFECTIVE DATE

The effective date of this ordinance shall be as provided by law.

Upon motion duly made and carried on first reading, the foregoing ordinance was approved on the _____ day of _____, 2017.

Upon motion duly made and carried on second reading, the foregoing ordinance was adopted on the _____ day of _____, 2017.

CITY OF INVERNESS, FLORIDA

By: _____
DAVID RYAN, President

ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and content:

LARRY M. HAAG, City Attorney

Sec. 10-17. - Residential solid waste collection.

(a)

Collection times: Solid waste, recycling and yard waste will be collected from each residential unit within city on designated days during the calendar week. City may modify the collection schedule when necessary and will notify affected city residents.

(b)

Collection location: Residents of each residential unit shall place the solid waste container, and the recycling container, provided by the city, curbside after 6:00pm the day before scheduled collection for pick up. The container opening must face the street for collection. Curbside means at a curb or in the absence of a formal curb, the container is to be located in the area adjacent to a paved or traveled city roadway. Residents shall place the solid waste container as close to the roadway as practical without endangering or interfering with roadway traffic (pedestrian, bicycle, vehicle, etc.). If a resident is unable to place solid waste curbside, the container shall be placed as close to curbside as is practical under given circumstances. Residents shall not place the solid waste container or recycling container curbside, or otherwise in view of persons using city streets or sidewalks, earlier than 5:00 p.m. on the day preceding the day collections are customarily made. Residents shall remove emptied solid waste and recycling containers from the curbside the day a collection is made.

(c)

Collection containers: Residents shall place solid waste in the designated solid waste container provided by the city, and shall only place recycling materials in the designated recycling container provided by the city. All recycling must be placed in the container for collection. Recycling material not placed in the container or placed on the ground will not be collected by the automated truck. Loose garden and yard vegetative trash such as leaves, limbs, clippings, shall be placed in a suitable container without a plastic bag or a paper bag. Other garden and yard trash must be gathered and laid orderly at curbside, and shall be cut not to exceed ~~four~~ six-foot in length with no piece larger than ~~four~~ six inches in diameter. Total quantity of yard waste to be collected shall not to exceed two cubic yards per week.

(d)

Solid waste handling: Residents shall drain all liquid from solid waste before such is deposited into the sanitation container provided by the city. Solid waste materials may not be placed in the recycling container. Solid waste not placed in the container, or placed on the ground will not be collected by the automated truck. Residents shall not bury, dump, burn, deposit or otherwise dispose of solid waste except by using the City's waste collection program, or as may be approved by the city manager or designee.

(e)

Recycle waste handling: Residents shall drain all liquid from containers and rinse items to remove food particles from recycling items before discarding them in the approved recycling container. Residents shall place all recyclable materials in the recycling container provided by the city without a bag insert. Shredded office paper shall be deposited in a paper or plastic bag, tied or sealed, and placed into the recycling container. Solid Waste material is not to be placed in the recycling waste container.

(f)

Yard waste: Shall be placed curbside the night before the scheduled day for collection and shall be placed in an appropriate yard waste container or shall be gathered and laid orderly curbside. Branches or limbs are not to exceed six-foot in length with no piece larger than six inches in diameter. Total quantity placed curbside shall not exceed two cubic yards per week. Bulk amounts of yard waste that exceeds two cubic yards is not permitted to remain curbside for more than 7-days, and will be removed by making arrangements in advance of the collection day. Residents shall contact the city to get an estimate and make arrangements for such pickup. Yard waste that is found to remain curbside for more than seven days, will be collected by the City and billed to the resident.

(g)

Bulk waste: Bulk waste will only be removed upon advance notice. Resident shall contact the city to make arrangements for such pickup. When placed for collection, resident shall ensure the waste is placed curbside where it may be removed efficiently. Residents shall remove doors from appliances, or close all lids and doors and firmly secure such.

(h)

Deviation: Where a deviation from the standard program for sanitation, recycling, yard or bulky waste service is determined necessary, service procedures to complete the collection of waste will be developed to minimize effort and contain the cost for implementation of such service.

(Ord. No. 2004-622, § 1, 3-16-04; Ord. No. 2013-696, § 1, 8-20-13)

Sec. 10-17. - Residential solid waste collection.

(a)

Collection times: Solid waste, recycling and yard waste will be collected from each residential unit within city on designated days during the calendar week. City may modify the collection, schedule when necessary and will notify affected, city residents.

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(b)

Collection location: Residents of each residential unit shall place the solid waste container, and the recycling container, provided by the city, curbside after 6:00pm the day before scheduled collection for pick up. The container opening must face the street for collection. Curbside means at a curb or in the absence of a formal curb, the container is to be located in the area adjacent to a paved or traveled city roadway. Residents shall place the solid waste container as close to the roadway as practical without endangering or interfering with roadway traffic (pedestrian, bicycle, vehicle, etc.). If a resident is unable to place solid waste curbside, the container shall be placed as close to curbside as is practical under given circumstances. Residents shall not place the solid waste container or recycling container curbside, or otherwise in view of persons using city streets or sidewalks, earlier than 5:00 p.m. on the day preceding the day collections are customarily made. Residents shall remove emptied solid waste and recycling containers from the curbside the day a collection is made.

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(c)

Collection containers: Residents shall place solid waste in the designated solid waste container provided by the city, and shall only place recycling materials in the designated recycling container provided by the city. All recycling must be placed in the container for collection. Recycling material not placed in the container or placed on the ground will not be collected by the automated truck. Loose garden and yard vegetative trash such as leaves, limbs, clippings, shall be placed in a suitable container without a plastic bag or a paper bag. Other garden and yard trash must be gathered and laid orderly at curbside, and shall be cut not to exceed four six-foot in length with no piece larger than four six inches in diameter. Total quantity of yard waste to be collected shall not to exceed two cubic yards per week.

(d)

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(e)

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(Ord. No. 2004-622, § 1, 3-16-04; Ord. No. 2013-696, § 1, 8-20-13)

- Deleted: placed in a
- Deleted: plastic bag
- Deleted: deposited
- Deleted: Recycling materials should not be
- Deleted: solid
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- Deleted: and cut to the appropriate size for pickup shall be cut
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