

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
November 19, 2024 - 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 & ROLL CALL**
- 2) PLEASE SILENCE ELECTRONIC DEVICES**
- 3) ACCEPTANCE OF AGENDA**
- 4) PRE-SCHEDULED APPEARANCES / RECOGNITIONS**
 - a) Key to the City - Councilman McBride
- 5) PUBLIC HEARINGS / WORKSHOPS**
 - a) FY 2023-24 Budget Amendment (End of Year)
 - b) FY 2024-25 Budget Amendment (Carryforward)
- 6) OPEN TO THE PUBLIC**

The public is invited to speak. (Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)
- 7) CITY ATTORNEY REPORT**
- 8) CONSENT AGENDA**
 - a) Bill Listing*
 - b) Council Minutes* - 11.06.2024
- 9) CITY CLERK'S REPORT**

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10) CITY MANAGER’S REPORT

- a) 106 East Dampier Lease - Rep. Grow
- b) Interlocal Agreement for Historic Courthouse Landscape Design and Installation with Citrus County
- c) Florida Division of Emergency Management - Memorandum of Understanding
- d) Projects and Programs Update
 - Light Up Liberty
 - City Garden
 - Other

11) MAYOR & COUNCIL SUBJECTS / REPORTS

- a) Mayor Plaisted
- b) Councilwoman Bega
- c) Councilwoman Hepfer
- d) Councilwoman Lizanich
- e) Councilman Davis
- f) Councilman McBride

12) NON-SCHEDULED PUBLIC COMMENT

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

13) ADJOURNMENT

a) DATES TO REMEMBER

Teen’s Night Out

Thursday, November 21, 2024 from 5:30pm – 7:00pm
Depot Pavilion

Woodview Players Presents – Somethin’ Special for Christmas

Friday, November 22, 2024 @ 7:00pm
Saturday, November 23, 2024 @ 7:00pm
Sunday, November 24, 2024 @ 2:00pm
Valerie Theatre

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Woodview Players Presents – Somethin' Special for Christmas

Friday, November 29, 2024 @ 7:00pm

Saturday, November 30, 2024 @ 7:00pm

Sunday, December 1, 2024 @ 2:00pm

Valerie Theatre

Rotary Tree Lighting

Saturday, November 30, 2024 from 5:00pm – 10:00pm

Downtown Inverness

Inverness City Council Regular Meeting

Tuesday, December 3, 2024 @ 5:30pm

Inverness Government Center

Agenda Memorandum - *City of Inverness*

November 19, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: FY 2023-24 Budget Amendment (End of Year)

CC: Susan Jackson, City Clerk, Frank Calascione, Assistant City Manager, Alexis Koter, Finance Director

Enclosures: 1. Resolution 2024-16
2. Notice of Budget Hearing
3. Budget Summary

This is an annual activity to amend the FY 2023-24 Budget to correct and adjust various departmental contracts, operational expenditures, and capital projects. Details of the accounts to be amended can be found in the attached resolution. The total funds to be reallocated are \$2,233,239.34. The funds to be reallocated are within the General fund, ICRA, Fund, CIP Fund, and Utility Fund. This includes reallocation of funds from completed CIP projects to projects in need of additional funding, reallocation of O&M Budget for salary increases, and recognition of increased expenditures and revenues related to commercial sanitation.

Recommended Action:

1. **Open the Public Hearing**
2. **Motion, second, and vote to read Resolution 2024-16 by title only.**
3. **Allow staff to speak**
4. **Those for, Those against**
5. **Deliberate the matter**
6. **Motion, second, and vote to adopt resolution 2024-16 by roll call**
7. **Close the Public Hearing**

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

Eric C. Williams
City Manager

RESOLUTION 2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA AMENDING THE ADOPTED BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, AMENDING THE GENERAL FUND, ICRA FUND, CIP FUND, AND UTILITY FUND, REVENUES AND EXPENDITURES AND PROVIDING FOR AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Inverness desires to amend the Fiscal Year 2023-24 budget to provide for recognition of adjustments to reserves, expenditures and revenues in the General, ICRA, Capital Projects, and Utility.

WHEREAS, the City Council desires to appropriate the reserves and amend authorized project expenses appropriated in Fiscal Year 2024; and

WHEREAS, the City Council held a public hearing on November 19, 2024; as required by Florida Statute 200.065; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF INVERNESS TO AMEND THE BUDGET AS SHOWN IN ‘EXHIBIT A’.

PASSED AND ADOPTED THIS 19TH DAY OF NOVEMBER 2024, ____ PM.

Jacquie Hepfer, Council President

ATTEST:

Susan Jackson, City Clerk

Exhibit A

Section 1. That expenditure accounts in the General Fund shall be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
FICA/MEDICARE TAXES	1,997.00	1,862.00	(135.00)
RETIREMENT CONTRIBUTIONS	11,200.00	11,201.00	1.00
LIFE & HEALTH INSURANCE	68,979.00	70,397.00	1,418.00
WORKERS COMP INSURANCE	50.00	30.00	(20.00)
PRINTING	300.00	0.00	(300.00)
OFFICE SUPPLIES	150.00	100.00	(50.00)
PUBLICATIONS	101.00	0.00	(101.00)
REGULAR SALARIES	302,185.00	419,514.00	117,329.00
OVERTIME	500.00	295.00	(205.00)
FICA/MEDICARE TAXES	23,676.00	31,605.00	7,929.00
RETIREMENT CONTRIBUTIONS	85,582.00	124,171.00	38,589.00
LIFE & HEALTH INSURANCE	52,392.00	57,960.00	5,568.00
WORKERS COMP INSURANCE	800.00	380.00	(420.00)
PROFESSIONAL SERVICES	1,000.00	0.00	(1,000.00)
ELECTION EXPENSE	11,250.00	2,210.00	(9,040.00)
TRAVEL	12,000.00	6,072.00	(5,928.00)
TELEPHONE	80.00	0.00	(80.00)
POSTAGE	1,500.00	350.00	(1,150.00)
RENTALS & LEASES	3,600.00	3,087.00	(513.00)
LIABILITY INSURANCE	4,290.00	3,498.00	(792.00)
PRINTING	3,332.00	1,644.00	(1,688.00)
CC CLERK FEES	2,500.00	1,673.00	(827.00)
ADVERTISING	8,500.00	5,076.00	(3,424.00)
PHYSICALS/INOCULATIONS	6,095.00	5,595.00	(500.00)
BACKGROUND CHECKS	1,653.00	1,052.00	(601.00)
OFFICE SUPPLIES	2,500.00	1,948.00	(552.00)
EQUIPMENT - MISC	9,662.68	2,535.68	(7,127.00)
FUEL - GASOLINE	800.00	228.00	(572.00)
SUBSCRIPTIONS	230.00	228.00	(2.00)
PUBLICATIONS	100.00	0.00	(100.00)
MEMBERSHIP DUES	3,000.00	2,561.00	(439.00)
EDUCATION & TRAINING	7,000.00	7,197.00	197.00
RESERVE FOR CONTINGENCIES	48,791.00	0.00	(48,791.00)
REGULAR SALARIES	260,464.00	259,860.00	(604.00)
RETIREMENT CONTRIBUTIONS	57,107.00	57,711.00	604.00
CONTRACTUAL SERVICES	37,350.00	30,357.00	(6,993.00)
TRAVEL	2,698.00	2,968.00	270.00
POSTAGE	35,000.00	35,221.00	221.00
BANK SERVICE CHARGES	12,000.00	18,452.00	6,452.00
CC CLERK FEES	430.00	480.00	50.00
REFUND PRIOR YEAR REVENUE	0.00	21,256.00	21,256.00
ATTORNEY FEES	100,000.00	77,143.00	(22,857.00)
PROFESSIONAL SERVICES	40,000.00	40,900.00	900.00
MISC EXPENSE	0.00	449.00	449.00
BAD DEBT EXPENSE-SANITATION	0.00	252.00	252.00
LAND AQUISITION	0.00	204,605.00	204,605.00

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
RESERVE FOR CONTINGENCIES	482,974.00	245,290.00	(237,684.00)
REGULAR SALARIES	150,099.00	166,085.00	15,986.00
OVERTIME	1,000.00	85.00	(915.00)
FICA/MEDICARE TAXES	11,574.00	12,712.00	1,138.00
RETIREMENT CONTRIBUTIONS	43,301.00	47,824.00	4,523.00
LIFE & HEALTH INSURANCE	23,242.00	23,740.00	498.00
WORKERS COMP INSURANCE	600.00	160.00	(440.00)
CONTRACTUAL SERVICES	21,700.00	2,357.00	(19,343.00)
TELEPHONE	70,400.00	68,953.00	(1,447.00)
REGULAR SALARIES	360,110.00	378,579.00	18,469.00
SALARIES - PART TIME	45,000.00	67,635.00	22,635.00
VOLUNTEER FIREFIGHTER STIPENDS	24,000.00	22,004.00	(1,996.00)
OVERTIME	15,990.00	24,694.00	8,704.00
INCENTIVE PAY	600.00	650.00	50.00
FICA/MEDICARE TAXES	34,096.00	37,719.00	3,623.00
RETIREMENT CONTRIBUTIONS	135,352.00	153,827.00	18,475.00
LIFE & HEALTH INSURANCE	81,348.00	71,277.00	(10,071.00)
WORKERS COMP INSURANCE	25,330.00	14,356.00	(10,974.00)
CONTRACTUAL SERVICES	7,102.00	8,229.00	1,127.00
PEST CONTROL	400.00	388.00	(12.00)
UTILITIES - ELECTRIC	8,311.00	8,061.00	(250.00)
UTILITIES - WATER & SEWER	1,125.00	963.00	(162.00)
LIABILITY INSURANCE	17,328.00	15,899.00	(1,429.00)
MAINTENANCE - BUILDING	10,008.00	2,575.00	(7,433.00)
MAINTENANCE - EQUIPMENT	2,100.00	1,661.00	(439.00)
MAINTENANCE - VEHICLES	14,291.00	14,041.00	(250.00)
MAINTENANCE - CONTRACTS	9,550.00	9,467.00	(83.00)
PRINTING	500.00	395.00	(105.00)
PROMOTIONAL ACTIVITIES	500.00	460.00	(40.00)
OFFICE SUPPLIES	1,500.00	1,504.00	4.00
CO - EQUIPMENT (MISC)	13,587.94	11,876.94	(1,711.00)
SUPPLIES - GENERAL	3,000.00	2,987.00	(13.00)
SUPPLIES - FIRST AID	4,050.01	4,043.01	(7.00)
FUEL - GASOLINE	1,300.00	1,203.00	(97.00)
FUEL - DIESEL	9,980.00	9,992.00	12.00
UNIFORMS	13,133.39	12,296.35	(837.04)
SANITATION CONTRACT	354,640.00	362,516.00	7,876.00
SANITATION CONTRACT - COMMERCIAL	695,109.00	838,668.00	143,559.00
SANITATION LANDFILL CONTRACT	270,800.00	286,127.00	15,327.00
RENTALS & LEASES	5,160.00	4,425.00	(735.00)
REGULAR SALARIES	398,141.00	399,469.00	1,328.00
SALARIES - PART TIME	19,110.00	18,713.00	(397.00)
OVERTIME	2,000.00	976.00	(1,024.00)
FICA/MEDICARE TAXES	32,446.00	30,949.00	(1,497.00)
RETIREMENT CONTRIBUTIONS	70,299.00	72,740.00	2,441.00
LIFE & HEALTH INSURANCE	127,373.00	126,522.00	(851.00)

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
PROFESSIONAL SERVICES	7,600.00	15,625.00	8,025.00
CONTRACTUAL SERVICES	14,900.00	9,630.00	(5,270.00)
MAINTENANCE-STREET LIGHTS	975.00	1,720.00	745.00
FUEL - DIESEL	15,500.00	12,000.00	(3,500.00)
REGULAR SALARIES	478,834.00	574,371.00	95,537.00
SALARIES - PART TIME	72,072.00	78,355.00	6,283.00
SALARIES - SEASONAL	35,013.00	52,420.00	17,407.00
OVERTIME	1,000.00	7,679.00	6,679.00
FICA/MEDICARE TAXES	44,899.00	54,006.00	9,107.00
RETIREMENT CONTRIBUTIONS	93,552.00	111,177.00	17,625.00
LIFE & HEALTH INSURANCE	138,989.00	129,619.00	(9,370.00)
WORKERS COMP INSURANCE	25,405.00	14,323.00	(11,082.00)
CONTRACTUAL SERVICES	7,000.00	7,606.00	606.00
TRAVEL	1,615.00	1,310.00	(305.00)
UTILITIES - ELECTRIC	60,000.00	68,913.00	8,913.00
UTILITIES - WATER & SEWER	42,500.00	49,767.00	7,267.00
LIABILITY INSURANCE	13,000.00	10,599.00	(2,401.00)
MAINTENANCE - BUILDING	6,000.00	6,575.00	575.00
MAINTENANCE -PARK	38,892.00	38,554.00	(338.00)
MAINTENANCE - EQUIPMENT	23,500.00	29,147.00	5,647.00
MAINTENANCE - VEHICLES	12,379.29	12,368.29	(11.00)
MAINTENANCE - CONTRACTS	56,200.00	55,737.00	(463.00)
OPERATING-RECREATION PROG	9,020.00	8,573.00	(447.00)
MISC EXPENSE	725.00	690.00	(35.00)
OFFICE SUPPLIES	1,502.00	1,471.00	(31.00)
CO - EQUIPMENT (MISC)	4,073.71	10,420.71	6,347.00
SUPPLIES - GENERAL	48,985.10	48,538.10	(447.00)
FUEL - GASOLINE	14,838.00	11,393.00	(3,445.00)
FUEL - DIESEL	3,155.00	2,536.00	(619.00)
FUEL - PROPANE	10,000.00	4,368.00	(5,632.00)
SUPPLIES - CHEMICALS	14,850.00	14,780.00	(70.00)
UNIFORM MAINTENANCE	5,057.00	4,670.00	(387.00)
EDUCATION & TRAINING	2,508.00	2,328.00	(180.00)
RESERVE FOR CONTINGENCIES	46,116.00	0.00	(46,116.00)
REGULAR SALARIES	31,400.00	16,598.00	(14,802.00)
SALARIES - PART TIME	29,120.00	40,520.00	11,400.00
OVERTIME	450.00	552.00	102.00
LIFE & HEALTH INSURANCE	11,563.00	4,415.00	(7,148.00)
WORKERS COMP INSURANCE	2,637.00	1,616.00	(1,021.00)
EVENT RENTAL SECURITY SVCS	755.00	9,255.00	8,500.00
CONTRACTUAL SERVICES	130,971.00	143,497.00	12,526.00
UTILITIES - ELECTRIC	3,400.00	1,741.00	(1,659.00)
UTILITIES - WATER & SEWER	5,200.00	5,699.00	499.00
RENTALS & LEASES	10,179.62	13,427.62	3,248.00
SERVICE CHARGES	23,000.00	31,768.00	8,768.00
ADVERTISING	90,000.00	87,777.00	(2,223.00)

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
VALERIE THEATRE - PROGRAMS	30,000.00	20,310.00	(9,690.00)
TICKET SALES DISTRIBUTION	152,797.00	208,730.00	55,933.00
CIP TRANSFER-FIRE SERVICES	198,000.00	211,206.04	13,206.04
RESERVE - DESIGNATED LAND	1,000,000.00	795,395.00	(204,605.00)

Section 2. That revenue accounts in the General Fund be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
COMMERCIAL COLLECTION	(707,000.00)	(849,824.00)	(142,824.00)
RESIDENTIAL COLLECTION	(469,839.00)	(485,378.50)	(15,539.50)
COMMERCIAL SANITATION DISPOSAL	(135,400.00)	(143,063.50)	(7,663.50)
VALERIE TICKETS DISTRIBUTIONS	(152,797.00)	(208,730.00)	(55,933.00)
EVENT RENTAL SECURITY SVC FEES	(755.00)	(9,255.00)	(8,500.00)

Section 3. That the expenditure accounts in the ICRA Fund be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
DOWNTOWN LANDSCAPE	31,500.00	171,500.00	140,000.00
DOWNTOWN LIGHTING PROGRAM	25,000.00	30,000.00	5,000.00
FACADE PROGRAM	25,000.00	20,000.00	(5,000.00)
WPCP NEW ENTRANCE	385,000.00	885,000.00	500,000.00
SHORELINE DEVELOPMENT	287,008.00	147,008.00	(140,000.00)

Section 4. That the revenue accounts in the ICRA Fund shall be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
TRF FROM CIP FUND	0.00	(500,000.00)	(500,000.00)

Section 5. That the expenditure accounts in the CIP Fund shall be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
EQUIPMENT-COMPUTERIZATION CITY	24,800.00	37,715.00	12,915.00
TELEPHONE SYSTEM	40,000.00	27,085.00	(12,915.00)
TRAINNG GROUNDS	93,000.00	109,123.61	16,123.61
NOZZLES	11,292.87	8,375.30	(2,917.57)
W INVERNESS TRAIL	500,000.00	0.00	(500,000.00)
TRANSFER-ICRA	0.00	500,000.00	500,000.00

Section 6. That the revenue accounts in the CIP Fund shall be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
TRANSFER FROM GENERAL-FIRE SVC	(198,000.00)	(211,206.04)	(13,206.04)

Section 7. That expenditure accounts in the Utility Fund shall be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
CONTRACTUAL SERVICES	7,500.00	6,650.00	(850.00)
BAD DEBT EXPENSE	0.00	850.00	850.00
BAD DEBT EXPENSE	0.00	28.00	28.00
REGULAR SALARIES	307,759.00	283,840.00	(23,919.00)
STANDBY PAY	4,680.00	5,709.00	1,029.00
OVERTIME	5,000.00	7,935.00	2,935.00
PROFESSIONAL SERVICES	5,000.00	15,000.00	10,000.00
CONTRACTUAL SERVICES	152,465.00	162,149.00	9,684.00
TELEPHONE	5,766.00	6,052.00	286.00
POSTAGE	184.00	120.00	(64.00)
MAINTENANCE - SEWER LINES	0.00	21.00	21.00
UTILITY RATE STUDY	49,300.00	29,539.73	(19,760.27)
WATER CAPACITY MODELING ANALYS	0.00	30,550.00	30,550.00
ANALYZER REPLACEMENT	6,000.00	0.00	(6,000.00)
VFD REPLACEMENT	0.00	17,187.44	17,187.44
LIFT STATION REHAB	259,892.00	269,712.25	9,820.25
VFD REPLACEMENT	9,000.00	8,923.05	(76.95)
WATER LINE	225,000.00	193,279.53	(31,720.47)

NOTICE OF BUDGET HEARING

The City Council of the City of Inverness will hold a public hearing on Tuesday November 19, 2024 at 5:30 p.m. at the Inverness Government Center, 212 W. Main Street, Inverness, FL to consider and finalize a resolution amending the adopted budget for all funds for the fiscal year commencing October 1, 2023 and ending September 30, 2024.

BUDGET SUMMARY

CITY OF INVERNESS
2023-2024 FISCAL YEAR

THE PROPOSED OPERATING EXPENDITURES OF THE CITY OF INVERNESS ARE 5.0% HIGHER THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

GENERAL FUND 7.7600

ESTIMATED REVENUES	GENERAL FUND	CAPITAL PROJECTS	WATER & SEWER	CEMETERY	IMPACT FEE FUND	PENSION FUNDS	SUB-TOTAL (BEFORE COMPONENT UNIT)	I.C.R.A. TRUST FUND	TOTAL ALL FUNDS
TAXES									
AD-VALOREM MILLAGE PER \$1000 7.7600	4,626,068						4,626,068		4,626,068
AD-VALOREM Delinquent Taxes	75,000						75,000		75,000
SALES & USE TAXES	350,000						350,000		350,000
UTILITY SERVICE TAXES	959,000						959,000		959,000
COMMUNICATIONS SERVICES TAX	330,000						330,000		330,000
LOCAL BUSINESS TAX	70,000						70,000		70,000
FRANCHISE FEES	953,784						953,784		953,784
LICENSES & PERMITS	442,000						442,000		442,000
GRANTS	809,794	142,675	3,336,853				4,289,322		4,289,322
STATE SHARED REVENUE	917,500						917,500	756,765	1,674,265
CHARGES FOR SERVICES	1,922,768		4,528,178	98,000			6,548,946		6,548,946
FINES & FORFEITS	34,215						34,215		34,215
INTEREST EARNINGS	170,000	60,000	72,750	11,500	500	11,000	325,750	20,000	345,750
RENTS & ROYALTIES	202,600		426				203,026		203,026
SPECIAL ASSESSMENTS/IMPACT FEE			100,000		58,000		158,000		158,000
CONTRIBUTIONS/DONATIONS	-						-		-
SALE OF FIXED ASSET-EQUIP							-		-
PENSION CONTRIBUTIONS							-		-
OTHER MISCELLANEOUS REVENUES	30,000		59,454	8,000			97,454		97,454
TOTAL SOURCES	11,892,729	202,675	8,097,661	117,500	58,500	11,000	20,380,065	776,765	21,156,830
TRANSFERS IN	1,099,000	2,052,213	4,539,354	34,929			7,725,496	765,866	8,491,362
FUND BALANCES/RESERVES/NET ASSETS	14,146,427	7,935,447	9,138,088	1,257,069	642,032	262,699	33,381,762	2,048,743	35,430,504
TOTAL REVENUES, TRANSFERS & BALANCES	27,138,156	10,190,335	21,775,103	1,409,498	700,532	273,699	61,487,323	3,591,374	65,078,696
EXPENDITURES									
GENERAL GOVERNMENTAL	\$2,710,592	205,839	40,528			11,000	\$2,967,959		\$2,967,959
ECONOMIC ENVIRONMENT	609,679						609,679		609,679
PUBLIC SAFETY	2,187,895	299,904					\$2,487,799		\$2,487,799
PHYSICAL ENVIRONMENT	1,491,736		11,072,088	109,424			12,673,248	1,481,695	14,154,943
TRANSPORTATION	1,284,099	1,745,162					3,029,261		3,029,261
CULTURE AND RECREATION	2,305,956	1,016,238					3,322,194		3,322,194
DEBT SERVICE			428,251				428,251	745,800	1,174,051
TOTAL EXPENDITURES	10,589,957	3,267,143	11,540,867	109,424	-	11,000	25,518,391	2,227,495	27,745,886
TRANSFERS OUT	2,818,079		5,148,354	38,429			8,004,862	286,500	8,291,362
FUND BALANCE RESERVES AND NET ASSETS	13,730,119	6,923,192	5,085,882	1,261,645	700,532	262,699	27,964,069	1,077,379	29,041,448
TOTAL APPROPRIATED EXPENDITURES,									
TRANSFERS, RESERVES & BALANCES	27,138,156	10,190,335	21,775,103	1,409,498	700,532	273,699	61,487,323	3,591,374	65,078,696

Agenda Memorandum - *City of Inverness*

November 19, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: FY 2024-25 Budget Amendment (Carryforward)

CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Alexis Koter, Finance Director

Enclosures: 1. Resolution 2024-17
2. Notice of Budget Hearing
3. Budget Summary

This is an annual activity to amend the FY 2024-25 Budget to move existing unspent funds from prior Fiscal Year 2024 to the new Fiscal Year 2025. Details of the accounts to be amended can be found in the attached resolution. All funds as it relates to carry forwards have been earmarked in the prior fiscal year for specific purposes. The total funds to be carried forward are \$6,703,149.68. The funds to be carried forward are within the ICRA Fund, CIP Fund, and Utility Fund. The carry forwards include major CIP projects including two septic to sewer projects and the Whispering Pines Park Entrance.

Recommended Action:

1. **Open the Public Hearing**
2. **Motion, second, and vote to read Resolution 2024-17 by title only.**
3. **Allow staff to speak**
4. **Those for, Those against**
5. **Deliberate the matter**
6. **Motion, second, and vote to adopt resolution 2024-17 by roll call**
7. **Close the Public Hearing**

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

Eric C. Williams
City Manager

RESOLUTION 2024-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA AMENDING THE ADOPTED BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AMENDING THE ICRA FUND, CIP FUND, AND UTILITY FUND, REVENUES AND EXPENDITURES AND PROVIDING FOR AND EFFECTIVE DATE.

WHEREAS, the City Council of the City of Inverness desires to amend the Fiscal Year 2024-25 budget to provide for recognition of adjustments to reserves, expenditures and revenues in the ICRA, Capital Projects, and Utility funds.

WHEREAS, the City Council desires to appropriate the reserves and amend authorized project expenses appropriated in Fiscal Year 2025; and

WHEREAS, the City Council held a public hearing on November 19, 2024; as required by Florida Statute 200.065; and

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF INVERNESS TO AMEND THE BUDGET AS SHOWN IN ‘EXHIBIT A’.

PASSED AND ADOPTED THIS 19TH DAY OF NOVEMBER 2024, ____ PM.

Jacquie Hepfer, Council President

ATTEST:

Susan Jackson, City Clerk

Exhibit A

Section 1. That expenditure accounts in the ICRA Fund shall be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
PUBLIC ART INITIATIVE	25,000.00	27,470.00	2,470.00
DOWNTOWN LANDSCAPE	100,000.00	256,940.00	156,940.00
DOWNTOWN LIGHTING PROGRAM	0.00	25,770.72	25,770.72
CRA WAYFINDING SIGNS	0.00	347,675.95	347,675.95
WPCP NEW ENTRANCE	0.00	1,657,430.13	1,657,430.13
CORRIDOR STUDY/MEDICAL ARTS	75,000.00	81,636.65	6,636.65
SHORELINE DEVELOPMENT	0.00	131,949.17	131,949.17

Section 2. That revenue accounts in the ICRA Fund shall be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
STATE FDOT GRANT	0.00	(1,000,000.00)	(1,000,000.00)
CASH BALANCE FORWARD	(1,077,378.50)	(2,406,251.12)	(1,328,872.62)

Section 3. That expenditure accounts in the CIP Fund shall be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
TELEPHONE SYSTEM	0.00	12,791.79	12,791.79
TRAINNG GROUNDS	0.00	12,850.00	12,850.00
EQUIP TESTING MACHINES	14,500.00	12,990.00	(1,510.00)
PINE AVE STORM WATER	354,299.00	393,015.80	38,716.80
ANNUAL ROAD RESURFACING PROGRA	1,000,000.00	1,213,808.55	213,808.55
THEATER AUDIO/VIDEO	1,678.00	18,317.00	16,639.00
SHADE STRUCTURE PARKS	0.00	55,500.00	55,500.00
BRYANT PARK / WHITE LAKES	60,000.00	100,000.00	40,000.00

Section 4. That revenue accounts in the CIP Fund shall be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
CASH BALANCE FORWARD	(6,923,192.32)	(7,311,988.46)	(388,796.14)

Section 5. That expenditure accounts in the Utility Fund shall be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
COUNTY INTERCONNECT CONSTRUCT	0.00	125,027.50	125,027.50
LIFT STATION REHAB	220,000.00	225,278.50	5,278.50
WATER LINES	200,000.00	368,297.00	168,297.00
HWY 41 N LINE RELOCATION	0.00	49,269.17	49,269.17
WATER LINE MAPPING	10,000.00	41,685.25	31,685.25
41 N SEPTIC TO SEWER	4,147,950.00	6,500,265.00	2,352,315.00
S HIGHLANDS SEPTIC TO SEWER	5,281,540.00	6,533,638.50	1,252,098.50

Section 6. That revenue accounts in the Utility Fund shall be amended as follows:

ACCOUNT DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	ADJUSTMENT
CASH BALANCE FORWARD	(9,103,038.00)	(13,087,008.92)	(3,983,970.92)

NOTICE OF BUDGET HEARING

The City Council of the City of Inverness will hold a public hearing on Tuesday November 19, 2024 at 5:30 p.m. at the Inverness Government Center, 212 W. Main Street, Inverness, FL to consider and finalize a resolution amending the adopted budget for all funds for the fiscal year commencing October 1, 2024 and ending September 30, 2025.

BUDGET SUMMARY

CITY OF INVERNESS

2024-2025 FISCAL YEAR

THE PROPOSED OPERATING EXPENDITURES OF THE CITY OF INVERNESS ARE 45.5% HIGHER THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES

GENERAL FUND 7.6600

ESTIMATED REVENUES	GENERAL FUND	CAPITAL PROJECTS	WATER & SEWER	CEMETERY	IMPACT FEE FUND	PENSION FUNDS	SUB-TOTAL (BEFORE COMPONENT UNIT)	I.C.R.A. TRUST FUND	TOTAL ALL FUNDS
TAXES									
AD-VALOREM MILLAGE PER \$1000 7.6600	4,983,744						4,983,744		4,983,744
AD-VALOREM Delinquent Taxes	75,000						75,000		75,000
SALES & USE TAXES	350,000						350,000		350,000
UTILITY SERVICE TAXES	961,000						961,000		961,000
COMMUNICATIONS SERVICES TAX	360,000						360,000		360,000
LOCAL BUSINESS TAX	63,000						63,000		63,000
FRANCHISE FEES	970,000						970,000		970,000
LICENSES & PERMITS	471,800						471,800		471,800
GRANTS	310,394	1,554,299	7,171,456				9,036,149	1,000,000.00	10,036,149
STATE SHARED REVENUE	930,000						930,000	848,736	1,778,736
CHARGES FOR SERVICES	2,125,000		4,899,700	68,580			7,093,280		7,093,280
FINES & FORFEITS	38,215						38,215		38,215
INTEREST EARNINGS	676,070	-	561,400	34,200	500	65,000	1,337,170	50,000	1,387,170
RENTS & ROYALTIES	188,000		600				188,600		188,600
SPECIAL ASSESSMENTS/IMPACT FEE			100,000		58,000		158,000		158,000
CONTRIBUTIONS/DONATIONS	-						-		-
SALE OF FIXED ASSET-EQUIP							-		-
PENSION CONTRIBUTIONS							-		-
OTHER MISCELLANEOUS REVENUES	30,000		14,062,000	8,000			14,100,000		14,100,000
TOTAL SOURCES	12,532,223	1,554,299	26,795,156	110,780	58,500	65,000	41,115,958	1,898,736	43,014,694
TRANSFERS IN	7,906,970	1,889,578		-			9,796,548	848,736	10,645,284
FUND BALANCES/RESERVES/NET ASSETS	14,190,547	7,311,988	15,002,487	1,181,068	677,358	262,699	38,626,147	2,406,251	41,032,398
TOTAL REVENUES, TRANSFERS & BALANCES	34,629,740	10,755,865	41,797,643	1,291,848	735,858	327,699	89,538,653	5,153,723	94,692,376
EXPENDITURES									
GENERAL GOVERNMENTAL	\$2,782,257	102,792	-			11,000	\$2,896,049		\$2,896,049
ECONOMIC ENVIRONMENT	554,554						554,554		554,554
PUBLIC SAFETY	2,394,234	179,840					\$2,574,074		\$2,574,074
PHYSICAL ENVIRONMENT	1,575,767		18,415,182	59,269			20,050,218	3,081,423	23,131,641
TRANSPORTATION	1,457,015	3,046,224					4,503,239		4,503,239
CULTURE AND RECREATION	2,389,182	503,817					2,892,999		2,892,999
DEBT SERVICE			434,250				434,250	749,050	1,183,300
TOTAL EXPENDITURES	11,153,009	3,832,673	18,849,432	59,269	-	11,000	33,905,383	3,830,473	37,735,856
TRANSFERS OUT	2,738,314	6,900,000	648,270	63,605			10,350,189	295,095	10,645,284
FUND BALANCE RESERVES AND NET ASSETS	20,738,417	23,192	22,299,941	1,168,974	735,858	316,699	45,283,081	1,028,156	46,311,237
TOTAL APPROPRIATED EXPENDITURES,									
TRANSFERS, RESERVES & BALANCES	34,629,740	10,755,865	41,797,643	1,291,848	735,858	327,699	89,538,653	5,153,723	94,692,376

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/25
		TOTALS FOR ACE HARDWARE CO OF INV INC				2,282.25
		TOTALS FOR AT & T MOBILITY NATIONAL ACCOUNTS LLC				260.47
		TOTALS FOR AUTOZONE				75.99
		TOTALS FOR CENTRAL AUTO AND TRUCK PARTS, INC.				416.98
		TOTALS FOR CITRUS COUNTY BOARD OF COMMISSIONER				12,312.00
		TOTALS FOR DANIELS HEATING & AIR CONDITIONING				115.00
		TOTALS FOR GEORGE F. YOUNG, INC.				10,315.00
		TOTALS FOR INFOSEND, INC.				4,666.54
		TOTALS FOR PETTY CASH				212.61
		TOTALS FOR QUICK CARE MED, PL				485.00
		TOTALS FOR NATIONAL WASTE				261.60
		TOTALS FOR RICKEY SCROGGINS JR.				11,340.00
		TOTALS FOR SHAWN FOSTER, LLC.				3,000.00
		TOTALS FOR SUNSHINE STATE ONE CALL OF FLORIDA				83.31
		TOTALS FOR UNIFIRST CORPORATION				236.31
		TOTALS FOR WASTE MANAGEMENT OF CENTRAL FL				39,354.01
				REPORT TOTALS		85,417.07

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

***Please note: Redacted items are credit balances owed to COI by vendors - thus not payable and not included on report.

November 6, 2024
5:30 PM

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

President Hepfer
Vice President Davis
Councilwoman Bega
Councilwoman Lizanich – *Absent*
Councilman McBride
Mayor Plaisted

Also present were City Manager Williams, City Attorney Hartley, Staff Members, and City Clerk Jackson.

The Invocation was given by Mayor Plaisted and the Pledge of Allegiance was led by the City Council.

ACCEPTANCE OF AGENDA

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

PRE-SCHEDULED APPEARANCES

None

PUBLIC HEARINGS / WORKSHOP

None

OPEN PUBLIC MEETING

John Labriola spoke of the recent election and congratulated Councilwoman Hepfer on her re-election. He stated that some citizens would like to have the Nativity scene brought back to the IGC lawn. Spoke of Amendment 4.

Deputy Ruby introduced Sgt. Jason Strickland as the new Operations Sgt. for the East side of the County. He will be the liaison between the City and the Sheriff's Department.

Ken Hinkle – spoke of being a former Councilmember and appreciated everyone who ran during the recent election. Thanked the City for what all they do.

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 10/01/2024*
 - Recommendation – Approval

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

CITY CLERK'S REPORT

None

CITY MANAGER'S REPORT

10)a) Resolution 2024-15 Hwy. 44 West Special Assessment District Project Completed* with City Manager Williams stating this Resolution declares the Highway 44W Special Assessment District Project complete and final. This septic to sewer project extended water and wastewater utilities in the west central section of the City and provides municipal water and/or wastewater service to residences and businesses. The project will eliminate 43 commercial septic tanks and 7 residential septic tanks. Adopting this resolution represents the last action by the City with respect to the assessment process. Asst. City Manager Calascione presented history of the project and displayed a review of the next steps for properties within the assessment district for the connections to the newly installed City system. President Hepfer questioned the difference between commercial and residential service with City Manager Williams explaining. **Councilwoman Bega motioned to read the Resolution by title only. Seconded by Councilman Davis. The motion carried.**

RESOLUTION NO. 2024-15

**A RESOLUTION OF THE CITY OF INVERNESS, FLORIDA,
PROVIDING ACCEPTING 44 WEST SEPTIC TO SEWER SPECIAL
ASSESSMENT PROJECT AS COMPLETED; PROVIDING THE
PAYMENT DUE DATE FOR THE FIRST MONTHLY INSTALLMENT;
AND PROVIDING FOR RECORDATION OF THIS INSTRUMENT.**

Councilman McBride motioned to adopt the Resolution by roll call. Seconded by Councilman Davis. Roll call vote was as follows: Councilwoman Bega, yes; Councilman Davis, yes; Councilman McBride, yes; Council President Hepfer, yes. The motion carried.

10)b) Interlocal Agreement with Citrus County for Potable Water Interconnect* with City Manager Williams stating the City and Citrus County wish to cooperate in a potable water system interconnect that will provide the City's residents in the event of an emergency where the City's water system may experience a drop in pressure or other interruption in supply. The City designed the interconnect, will fund and construct the project, and the County has reviewed and approved the plans. The project will be completed within 6 months of notice to proceed with an estimated cost of \$140,000. Asst. City Manager Calascione presented a review of the steps of interconnect with a presentation, including the location at Independence and Dawson. **Councilman McBride motioned to approve an Interlocal Agreement for Water Interconnect as presented. Seconded by Councilwoman Bega. The motion carried.**

10)c) Planning and Zoning Commission – Board Appointment* with City Manager Williams stating an application was recently submitted by Mr. Marco Wilson who has lived in Citrus County for 28 years, including the last four years as a resident of the City of Inverness. The Planning and Zoning Commission is to guide the development of the City for present and future needs, plans for land use, the promotion of good civic design and arrangement and wise and efficient expenditure of public funds. The Planning Commission shall consist of seven (7) regular members and two (2) alternate members appointed by the City Council, who shall be

residents of the City of Inverness, or residents of Citrus County owning improved property within the corporate limits of the City of Inverness and shall serve without compensation. No member of the Planning Commission shall be an elected official or an employee of the City or county. Mr. Wilson spoke and thanked Council for the opportunity to serve. **Councilwoman Bega motioned to approve the appointment of Mr. Marco Wilson to Planning and Zoning for 3-year term from November 5, 2024 through November 5, 2027. Seconded by Councilman McBride. Motion carried.**

10)d) Project/Program Updates (*Verbal*)

- Boat Dock Relocation history and permit process was reviewed. Explained that the docks at Wallace Brooks Park was recently closed due to the gangway pulling away from the dock. It is an unsafe and serious situation.
- The Festival of the Arts this past weekend had great attendance, and many were excited with the interactive exhibits. Great time.
- Spoke of the recent unveiling of the painted turtles around the downtown and have seen people taking their photos with them.
- Small Town Saturday Night is this coming Saturday. Expects large crowd for a great band.
- Noted there are no available lightpoles for Light Up Liberty Park.
- Announced a ribbon cutting/live burn at the new fire training facility at 4:00pm on November 19, 2024.

COUNCIL/MAYOR SUBJECTS

All Councilmembers congratulated Councilwoman Hepfer on her re-election.

Councilwoman Bega stated the art show was phenomenal and the juggler was amazing. Commended President Hepfer's experience and ethics.

Councilman Davis reiterated this is a Small Town Done Right and the election reflected that. Commended the Parks staff for all of the hard work during the last month.

Mayor Plaisted stated it has been a pleasure serving and feels the continuity on the Council is key. Noted he is going to miss Councilman McBride when he retires from Council. Spoke of the success of last month's events and overcoming a few objections. The Christmas Tree on the Historic Courthouse grounds will be two days after Thanksgiving.

Council President Hepfer thanked everyone for another four years serving the City on the Council. Spoke of the recent painted turtle unveiling, art show and how busy it has been. Praised the amazing staff. Thanked Karen Esty for serving on a community board and is part of the family. Spoke of other art shows in different states that have experienced struggles with their shows and getting artists.

Councilman McBride stated the City is a charming place to be and it has been an honor and pleasure to serve with everyone.

CITIZENS NOT ON AGENDA

Michael Puzino spoke of his desire and need to have bocce ball courts for people to use.

Debbie Wheatley congratulated Councilwoman Hepfer and thanked the voters for her re-election for another four years. Suggested Council consider changes to the Charts regarding length of residency to qualify for running for a Council seat.

Meeting adjourned at 6:27 p.m.

City Clerk

Council President

Agenda Memorandum - *City of Inverness*

November 19, 2024

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: 106 East Dampier Lease - Rep. Grow
CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Alexis Koter, Finance Director
Enclosures: 1. 2024 - 2026 Rep. Grow Lease

Reference is made to the attached.

The City enjoys a mutually beneficial lease relationships with a number of local, state, and federal entities for the use of City owned properties. The City's office building at 106 East Dampier was recently vacated by Rep. Massullo upon leaving office.

Given, we have been engaged in discussions with newly elected Rep. Grow Office for the use of the space. This evening Council is being asked to consider review and approval of the enclosed lease for a two-year term commencing November 20, 2024. The total lease value for the aforementioned term is \$20,400.

This is a great location/opportunity for the City, and we look forward having the space leased as presented.

Recommended Action –

1. Motion and second to approve the lease agreement with Rep. Grow as presented for the use of the 106 East Dampier Street Office Building and authorize the City Manager to execute the document.
2. Deliberate the matter
3. Vote the matter

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

Eric C. Williams
City Manager

LEASE AGREEMENT

This lease made and entered into this 7th day of November, 2024, by and between the **City of Inverness**, a municipal corporation of the State of Florida, whose address is 212 W. Main Street, Inverness, Florida 34450, hereinafter called the "Lessor", and the **Representative JJ Grow District 23**, whose business address is 106 E. Dampier Street Inverness, Florida 34450, hereinafter called the "Lessee".

WITNESSETH:

In consideration of the rents, covenants and agreements hereinafter contained on the part of the Lessee to be paid, observed, and performed, the Lessor hereby leases to the Lessee and the Lessee accepts from the Lessor the following described space, hereinafter called the "Premises", to wit:

106 East Dampier Street, Inverness Florida, 34450. The West 82 less the West 40 feet of Lot 27, Block 110, City of Inverness, According to Plat thereof Recorded in Plat Book 1, Page 36 of the Public Records of Citrus County, Florida.

SECTION 1. TERM

This Lease shall commence on the 7th day of November, 2024, and continue for a term through October 30, 2026. This shall automatically be extended for successive one-year periods, from November 1st through October 30th, unless terminated by either party pursuant to the provisions of Section 7 below.

SECTION 2. RENT

The Lessee hereby agrees to pay to the Lessor without demand at the Lessor's address detailed above, the sum of \$850.00 per month, for the aforesaid leased premises.

SECTION 3. UTILITIES

Lessee shall arrange and pay for utilities on premises for the term of the Lease, including but not limited to, electricity, sewer, and water service. Said sum shall be in addition to those sums paid by Lessee as rent. Lessee shall arrange and pay for telephone, cable, internet or other additional services in its own name and account, if such service(s) is desired.

SECTION 4. USE

The Lessee accepts the property in AS IS condition and specifically agrees that prior to occupancy, the Lessee has examined the condition of the Premises and declares its receipt of the same in good order and repair. The leased Premises shall be used by the Lessee for professional office space. The Lessee shall keep the leased Premises in as good a state of repair as the same was at the commencement of the term of this Lease and return same in as good a condition as it is at the time of the execution of the Lease in accordance with all laws, direction, rules and regulations of regulatory bodies or officials having jurisdiction in that regard, reasonable wear and tear accepted.

SECTION 5. ALTERATIONS

This Lease shall not permit any alteration of or upon the premises, except by written prior consent of the Lessor. All alterations and additions to the premises shall remain for the benefit of the Lessor unless otherwise provided in such consent.

SECTION 6. ASSIGNMENTS

The Lessee 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 permit any licensee or any concessionaire 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 waiver of the Lessor's rights under this Section as to any subsequent assignment or subletting. This prohibition against the assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

SECTION 7. TERMINATION

The Lessee shall, upon termination of this Lease by the lapse of time or otherwise, yield up the Premises to the Lessor in as good repair and conditions as the same are at the commencement of said term. Reasonable use and wear thereof or other casualty not occurring through the fault of the Lessee only accepted. Furthermore, Lessee shall be entitled to cancel and terminate this Lease Agreement in its discretion at any time during the term of this Lease Agreement upon not less than thirty (30) calendar days written notification prior to the effective date of the termination to the Lessor at the same address to which Lessee's rent payments are mailed. Lessor, at its sole discretion shall have the right to terminate this Lease, with or without cause, by sending written notice to Lessee within ninety (90) days of the then current annual term then in effects and the lease shall be terminated on the date of annual renewal.

SECTION 8. SERVICE OF NOTICE

Every notice, approval, consent, or other communication authorized or required by this agreement shall not be effective unless the same shall be in writing and delivered either in person or sent postage prepaid by United States registered or certified mail, return receipt requested, and (a) if intended for the Lessor shall be addressed to:

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

And if intended for the Lessee shall be addressed to:

Representative JJ Grow
106 E. Dampier Street
Inverness, FL 34450

or such other address as either party may designate by notice given in writing from time to time in accordance with this paragraph. Any notice given in accordance with the provisions of this Paragraph shall be deemed to have been given as of the date such notice shall have been placed

in the United States postal service. The rent payable by Lessee shall be paid to the City of Inverness at the same place where notices to the City of Inverness is required to be directed.

SECTION 9. ENTRY AND INSPECTION

Lessee shall permit Lessor or their agents to enter upon the Premises at reasonable times and upon reasonable notice for the purpose of inspecting same and permit persons desiring to lease the Premises to inspect same within ninety (90) days of the termination of the Lease.

SECTION 10. TRADE FIXTURES

All improvements made to the Premises during the term hereof shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination hereof, remove all of their trade fixtures but shall repair or pay for repairs necessary for damages to the Premises occasioned by removal. Trade fixtures for purposes of this document shall be defined as Lessee's personal property used in the business and not permanently affixed or attached to the structure or Premises. Trade fixtures shall also include standard and wall brackets attached to the walls.

SECTION 11. DESTRUCTION OF PREMISES

In the event of any destruction of the premises Lessor may immediately terminate this Lease.

SECTION 12. INSURANCE

Lessee shall be responsible for any physical loss or damage to all property of the Lessee and shall fully indemnify and save harmless and without loss of any nature whatsoever the Lessor arising out of any personal injury or alleged injury of any nature whatsoever arising out of any accident or mishap of any nature whatsoever occurring upon the leased premises regardless of whether such injury or mishap should arise under the operation, maintenance or use thereof and regardless of whether any such injury shall occur directly or indirectly as a result of any condition of the premises or the use, occupancy or operation thereof. Lessee shall maintain liability insurance of at least \$500,000 per incident and name Lessor as an Additional Insured.

SECTION 13. MAINTENANCE

Lessee shall provide janitorial services to interior of the Premises.

SECTION 14. GOVERNING LAW

This agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. The Lessee will promptly comply with all applicable and valid laws, ordinances, and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the said premises.

SECTION 15. ENTIRE AGREEMENT

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 Lessee. 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 Lessee shall fail and neglect to perform or observed any of the covenants on Lessor's part herein 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 state and to expel the Lessee and any person claiming under Lessee forcibly, if necessary, and to remove their effects without prejudice to any remedies which might be available for a 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.

**LESSOR –
CITY OF INVERNESS**

**LESSEE – REPRESENTATIVE
JJ Grow**

Eric C. Williams, City Manager

Date: _____

Date: _____

Witness Signature for Lessor

Witness signature for Lessee

Witness Printed Name

Witness Printed Name

Agenda Memorandum - *City of Inverness*

November 19, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Interlocal Agreement for Historic Courthouse Landscape Design and Installation with Citrus County

CC: Susan Jackson, City Clerk, Frank Calascione, Assistant City Manager, Christopher Shoemaker, Director of Community Development, Alexis Koter, Finance Director

Enclosures: 1. Interlocal Agreement City and County Landscaping
2. Exhibit A Landscaping Downtown Inverness

As presented to Council previously, the existing landscaping in the historic downtown is in need of updating. The current plantings and features are more than 15 years old with instances of overgrowth causing damage to infrastructure within beds. Landscaping maintenance, and replacement therein, is a constant. The areas in need are within both the City and the County's respective domains of ownership and maintenance therein.

Given, the City and Citrus County desire to cooperate on the aforementioned landscaping improvements in order to provide aesthetic continuity between the historic downtown the Historic Courthouse grounds. Before Council this evening is an Interlocal Agreement that allows the City to complete the design and installation of landscaping improvements in Downtown Inverness and at the Historic Courthouse with cooperative funding from the County.

The proposed landscaping design has been reviewed and approved by the County as it pertains to the County's property. The agreement effectuates that the County will contribute up to \$100,000.00 towards the cost of the project occurring upon County property. Once bids for the project are received any cost adjustments for the funds subject to the agreement will be accomplished written, mutual agreement between the City Manager and the County Administrator. The City will not authorize expenditures over \$100,000.00 towards the County's portion of the landscaping absent the aforementioned written mutual agreement.

This is a great opportunity to work with the County for an increased aesthetic and vibrancy in the historic downtown. It is recommended that Council proceed to approve the interlocal as presented.

Recommended Action:

1. Allow Staff to Present

2. Motion and second to approve the Interlocal Agreement with the Citrus County BOCC and authorize the City Manager to manage cost adjustments with the County Administrator as presented
3. Deliberate the Matter
4. Vote the Matter

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

Eric C. Williams

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF INVERNESS AND THE CITRUS
COUNTY BOARD OF COUNTY
COMMISSIONERS FOR LANDSCAPING
IMPROVEMENTS IN DOWNTOWN INVERNESS
AND THE HISTORIC COURTHOUSE AREA**

THIS LANDSCAPING AGREEMENT is made this _____ day of _____ 2024, by and between the CITY OF INVERNESS, a Florida Municipal Corporation (hereinafter "CITY"), and the CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of Florida (hereinafter "COUNTY").

WHEREAS, CITY and COUNTY wish to cooperate in landscaping improvements (hereinafter "LANDSCAPING") to provide aesthetic continuity between Downtown Inverness and the Historic Courthouse Area; and

WHEREAS, a LANDSCAPING agreement will benefit both the CITY and COUNTY; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. CITY has completed the LANDSCAPING design and COUNTY has reviewed and approved the design as it pertains to COUNTY property. CITY will complete the construction of the LANDSCAPING and COUNTY will provide to CITY up to \$100,000.00 towards the design and construction costs of the LANDSCAPING that pertains to COUNTY property. Should design and construction costs for the COUNTY's portion of the LANDSCAPING be less than \$100,000.00 then COUNTY shall pay the lesser amount to CITY. Should the COUNTY's portion of the LANDSCAPING exceed \$100,000.00 the COUNTY agrees to pay the CITY the excess amount through a mutually written agreement to adjust costs only. CITY will not expend more than \$100,000.00 towards the COUNTY's portion of the LANDSCAPING unless there is a mutually written agreement to reflect an increase in cost pass through. COUNTY will provide the funds to CITY upon completion of the project by CITY or at such time as the CITY has expended \$100,000.00 on design and construction costs for the COUNTY's portion of the LANDSCAPING unless a mutually written agreement for cost pass through has been created and if so that adjusted cost threshold will be in effect.
2. CITY shall retain ownership and maintenance of LANDSCAPING on their properties and right of way and COUNTY shall retain ownership and maintenance on their properties. See Landscaping Area Map attached hereto as Exhibit "A"
3. If either CITY or COUNTY is prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor materials, or equipment, inclement weather, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, fire, or other casualty, or other causes beyond the CITY'S or COUNTY'S reasonable control (collectively, "Force Majeure"), the performance of such act shall be excused for a period equal to the period of prevention or delay.
4. Indemnification.

- 4.1. CITY shall indemnify and defend COUNTY and hold COUNTY harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorneys' fees and costs incurred by COUNTY, proximately caused by CITY'S negligence in the use, occupancy, maintenance or operation of the LANDSCAPING.
- 4.2. COUNTY shall indemnify and defend CITY and hold CITY harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorneys' fees and costs incurred by COUNTY proximately caused by COUNTY negligence in the use, occupancy, maintenance, or operation of the LANDSCAPING.
- 4.3. Nothing contained in the Agreement shall be construed as a waiver of either parties' right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the party's potential liability under state or federal law.
5. In the event either party brings an action to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorneys' fees at all levels, including appeals, except that each party shall equally bear the cost of mediation.
6. The failure by either party to demand compliance with a provision of this Agreement will not constitute a waiver of that party's right to demand compliance with the provisions thereafter.
7. This Agreement is binding upon and inures to the benefit of the parties and their respective successors, heirs, and assigns.
8. This Agreement shall be governed, construed, and controlled in accordance with the laws of the State of Florida.
9. This is the entire agreement between the parties, covering everything agreed upon or understood in the transaction, and supersedes all previous correspondence, drafts, or documents on the same subject. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof in effect between the parties. No change or additions is to be made to this Agreement except by written agreement executed by the parties.

IN WITNESS WHEREOF, the parties hereto has caused these presents to be duly executed by its proper officers, thereunto authorized and its seal to be hereunto affixed, this

_____ day of _____, 2024.

ATTEST: CITY OF INVERNESS, FLORIDA
A Municipal Corporation

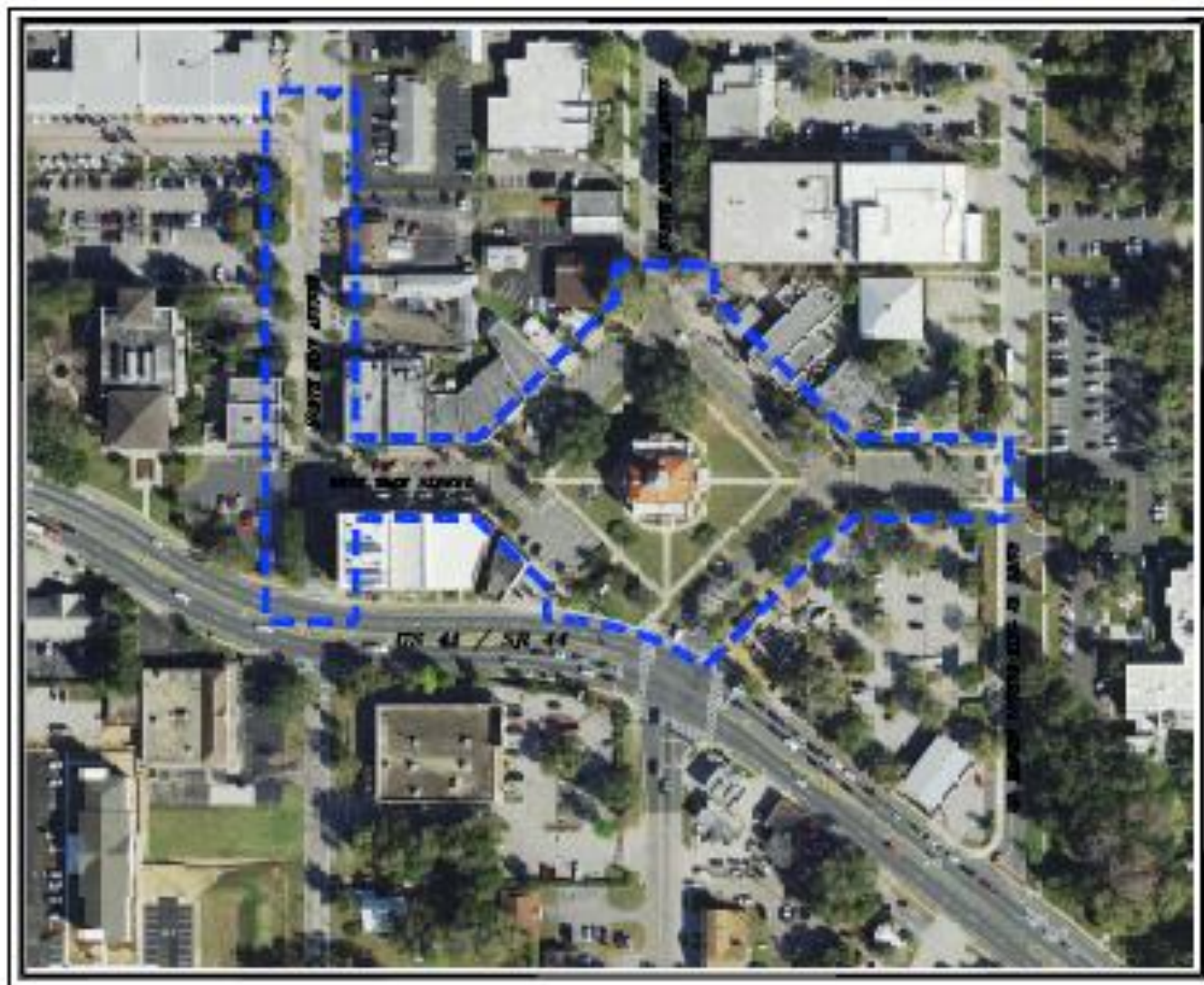
By: _____
Jacqueline Hepfer, President

Susan Jackson, Clerk

ATTEST:

CITRUS COUNTY BOCC
A Political Subdivision of the State of Florida

BY: _____
NAME: _____
TITLE: _____



LOCATION MAP

Agenda Memorandum - *City of Inverness*

November 19, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager, Susan Jackson, City Clerk, Frank Calascione, Assistant City Manager

SUBJECT: Florida Division of Emergency Management - Memorandum of Understanding

CC: Alexis Koter, Finance Director, Rob Pell, Assistant Public Works Director

Enclosures: 1. FDEM Inverness Municipality MOU - DRAFT - Helene
2. FDEM Inverness Municipality MOU - DRAFT Milton

Before Council this evening are two Memorandums of Understanding (MOU) with the Florida Division of Emergency Management to support the City with personnel, training, and other support services, should they be needed for the two named Hurricanes Helene and Milton. These forms of support relate to Section 1206 of the Disaster Recovery Reform Act of 2018, a Federal Law that provides the Federal Emergency Management Administration (FEMA) with certain powers. Those powers being assigned to the Florida Department of Emergency Management (FDEM) by FEMA can then be accessed by municipalities through an MOU with FDEM.

Each MOU corresponds to one of the recent hurricanes, and while assistance may be provided, the City retains all of its normal jurisdiction. These MOU's are designed to be short term in nature and are both set to expire in the spring of 2025. It is not anticipated that the City will need support. However, having the MOU's in place will allow the City to access support should opportunities arise where they could benefit the City and/or City Staff.

Recommended Action

1. Motion and second to approve the two MOU's between the Florida Department of Emergency Management and the City of Inverness for Hurricanes Helene and Milton.
2. Deliberate the matter.
3. Vote on the matter.

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

Eric C. Williams

**MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND
CITY OF INVERNESS**

This Memorandum of Understanding (“MOU”) is entered into by and between the Florida Division of Emergency Management (“Division” or “FDEM”) and the City of Inverness (“Municipality”), Florida, hereafter referred to collectively as “Parties.” The purpose of this MOU is to establish the obligations and responsibilities of the Parties under Section 1206 of the Disaster Recovery Reform Act (“DRRA”), as it relates to Federal Declaration DR-4828-FL (“Hurricane Helene”). Pursuant to this MOU, FDEM will assume legal responsibility for DRRA Section 1206 activities within the Municipality.

WHEREAS, the Division is responsible for maintaining a comprehensive statewide program of emergency management and serves as the lead state agency in coordinating emergency management efforts between local, state, and federal agencies; and

WHEREAS, on September 23, 2024, the Governor issued Executive Order 24-208, declaring a state of emergency in response to significant threat of storm surge, coastal flooding and erosion, heavy rainfall and flash flooding, and damaging winds to the Florida Gulf Coast, and, among other things, delegating to the Director of the Division the authority as the State Coordinating Officer to exercise those powers delineated in section 252.36(6)-(12), F.S.; and

WHEREAS, on September 25, 2024, Hurricane Helene made landfall as a Category 4 Hurricane with sustained winds of approximately 140 miles per hour, including the City of Inverness; and

WHEREAS, on September 29, 2024, the Federal Emergency Management Agency (“FEMA”) issued Federal Declaration DR-4828-FL in response to Helene, designating the City of Inverness as one of several counties eligible for public assistance, including DRRA Section 1206 related projects.

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

- (1) FDEM shall assume legal responsibility for implementation of the provisions of DRRA Section 1206 within Municipality limits, as applicable under DR-4828-FL.
- (2) FDEM shall be responsible for Building Code Administration and Code Enforcement within Municipality limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR-4828-FL.
- (3) FDEM shall be responsible for DRRA Section 1206 eligible Floodplain Management Administration and Enforcement within Municipality limits, in accordance with FEMA

Policy FP 204-079-01, as applicable under DR-4828-FL.

- (4) FDEM shall be responsible for the completion of Substantial Damage Assessments ("SDA") within Municipality limits, for eligible structures under DR-4828-FL. As of drafting of this document, several structures have been identified and this MOU may be amended to reflect the accurate number of structures post-assessment.
- (5) FDEM shall be responsible for any procurements and contracting necessary to complete the above activities on the Municipality's behalf.
- (6) Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees, contractors, representatives and/or agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- (7) This MOU contains all the terms and conditions agreed upon by the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.
- (8) This MOU shall be governed by the laws of the State of Florida and the venue shall be the City of Inverness, Florida.
- (9) This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.
- (10) Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.
- (11) All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within 5 calendar days, each Party shall update the other Parties regarding changes to the contact information of the representatives below, as applicable.

FDEM:

Bureau of Mitigation: Laura Dhuwe
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: laura.dhuwe@em.myflorida.com

MUNICIPALITY:
Eric C. Williams
City Manager
212 W Main Street
Inverness, FL 34450
Telephone: (352) 726-2611
Email: Administration@inverness.gov

- (12) This MOU is effective upon its execution by both Parties and may be modified only in writing upon agreement by both Parties. This MOU shall expire on March 27, 2025, unless an extension is mutually agreed to in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

DIVISION:
Division of Emergency Management
By: Director or Designee

MUNICIPALITY:
City of Inverness
By: Council President

By: _____

By: _____

Printed Name: _____

Printed Name: Jacquie Hepfer

Date: _____

Date: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND
CITY OF INVERNESS**

This Memorandum of Understanding (“MOU”) is entered into by and between the Florida Division of Emergency Management (“Division” or “FDEM”) and City of Inverness (“Municipality”), Florida, hereafter referred to collectively as “Parties.” The purpose of this MOU is to establish the obligations and responsibilities of the Parties under Section 1206 of the Disaster Recovery Reform Act (“DRRA”), as it relates to Federal Declaration DR-4834-FL (“Hurricane Milton”). Pursuant to this MOU, FDEM will assume legal responsibility for DRRA Section 1206 activities within the Municipality.

WHEREAS, the Division is responsible for maintaining a comprehensive statewide program of emergency management and serves as the lead state agency in coordinating emergency management efforts between local, state, and federal agencies; and

WHEREAS, on October 5, 2024, the Governor issued Executive Order 24-214, declaring a state of emergency in response to significant threat of storm surge, coastal flooding and erosion, heavy rainfall and flash flooding, and damaging winds to the Florida Gulf Coast, and, among other things, delegating to the Director of the Division the authority as the State Coordinating Officer to exercise those powers delineated in section 252.36(6)-(12), F.S.; and

WHEREAS, on October 5, 2024, Hurricane Milton made landfall as a Category 3 Hurricane with sustained winds of approximately 120 miles per hour, including the City of Inverness; and

WHEREAS, on October 11, 2024, the Federal Emergency Management Agency (“FEMA”) issued Federal Declaration DR-4834-FL in response to Hurricane Milton, designating City of Inverness as one of several counties eligible for public assistance, including DRRA Section 1206 related projects.

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

- (1) FDEM shall assume legal responsibility for implementation of the provisions of DRRA Section 1206 within Municipality limits, as applicable under DR-4834-FL.
- (2) FDEM shall be responsible for Building Code Administration and Code Enforcement within Municipality limits, in accordance with FEMA Policy FP 204-079-01, as applicable under DR-4834-FL.
- (3) FDEM shall be responsible for DRRA Section 1206 eligible Floodplain Management Administration and Enforcement within Municipality limits, in accordance with FEMA

Policy FP 204-079-01, as applicable under DR-4834-FL.

- (4) FDEM shall be responsible for the completion of Substantial Damage Assessments ("SDA") within Municipality limits, for eligible structures under DR-4834-FL. As of drafting of this document, several structures have been identified and this MOU may be amended to reflect the accurate number of structures post-assessment.
- (5) FDEM shall be responsible for any procurements and contracting necessary to complete the above activities on the Municipality's behalf.
- (6) Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees, contractors, representatives and/or agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- (7) This MOU contains all the terms and conditions agreed upon by the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOU.
- (8) This MOU shall be governed by the laws of the State of Florida and the venue shall be Leon County, Florida.
- (9) This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.
- (10) Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOU.
- (11) All notices provided under or pursuant to this MOU shall be in writing, either by email, hand delivery, or first-class certified mail, return receipt requested, to the representatives identified below. Within 5 calendar days, each Party shall update the other Parties regarding changes to the contact information of the representatives below, as applicable.

FDEM:

Bureau of Mitigation: Laura Dhuwe
Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: laura.dhuwe@em.myflorida.com

MUNICIPALITY:
Eric C. Williams
City Manager
212 W Main Street
Inverness, FL 34450
Telephone: (352) 726-2611
Email: Administration@inverness.gov

- (12) This MOU is effective upon its execution by both Parties and may be modified only in writing upon agreement by both Parties. This MOU shall expire on April 9, 2025, unless an extension is mutually agreed to in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates below.

DIVISION:
Division of Emergency Management
By: Director or Designee

MUNICIPALITY:
City of Inverness
By: Council President

By: _____

By: _____

Printed Name: _____

Printed Name: Jacquie Hepfer

Date: _____

Date: _____

Agenda Memorandum - ***City of Inverness***

November 19, 2024

TO: Elected Officials

FROM:

SUBJECT: Projects and Programs Update

- Light Up Liberty
- City Garden
- Other

CC:

Enclosures:
