

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
January 7, 2025 - 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**
- 5) PUBLIC HEARINGS / WORKSHOPS**
- 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* - 12.17.2024
 - c) Oak Ridge Cemetery Lot Buyback*
- 9) CITY CLERK'S REPORT**
- 10) CITY MANAGER'S REPORT**
 - a) Liberty Park Boardwalk Rehabilitation Project - Bid Award*

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- b) Vehicle Purchase- Public Works*
- c) Mutual Aid Agreement with City of Crystal River Fire Department*
- d) Resolution 2025-01 Legislative Appropriation Local Match*
- e) Projects and Programs Update
 - Martin Luther King Day
 - Other

11) MAYOR & COUNCIL SUBJECTS / REPORTS

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

12) NON-SCHEDULED PUBLIC COMMENT

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

13) ADJOURNMENT

a) **DATES TO REMEMBER**

Polar Jeep Event

Saturday, January 11, 2025 from 11:00am – 3:00pm

Downtown Inverness

Vintage Market

Sunday, January 12, 2025 from 12:00pm – 5:00pm

Liberty Park / Depot

Teen's Night Out

Thursday, January 16, 2025 from 5:00pm – 7:00pm

Depot Pavilion

Third Friday Car Cruise In

Friday, January 17, 2025 from 5:00pm – 7:00pm

Downtown Inverness

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Market at the Depot

Saturday, January 18, 2025 from 9:00am – 2:00pm
Depot Pavilion

MLK, Jr. Event

Sunday, January 19, 2025 from 4:00pm – 7:00pm
Depot Pavilion

Inverness City Council Regular Meeting

Tuesday, January 21, 2025 @ 5:30pm
Inverness Government Center

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/25
		TOTALS FOR ACE HARDWARE CO OF INV INC				353.67
		TOTALS FOR ARCHITECTURAL FOUNTAINS INC				3,944.00
		TOTALS FOR AMERICAN SOCIETY OF COMPOSERS,				445.46
		TOTALS FOR AUTOZONE				40.69
		TOTALS FOR MARK E. AVERY				396.30
		TOTALS FOR BOUND TREE MEDICAL LLC				156.96
		TOTALS FOR TIME WARNER CABLE				623.88
		TOTALS FOR CENTRAL AUTO AND TRUCK PARTS, INC.				24.47
		TOTALS FOR EMBARQ FLORIDA, INC				1,271.14
		TOTALS FOR CHANNEL INNOVATIONS CORPORATION				1,497.14
		TOTALS FOR CIT TECHNOLOGY FINANCIAL SERVICES				382.54
		TOTALS FOR CITY TIRE OF INVERNESS				73.90
		TOTALS FOR CORE & MAIN LP				2,495.33
		TOTALS FOR DUKE ENERGY				15,651.15
		TOTALS FOR EPIC ENGINEERING & CONSULTING GROUP, LLC				15,973.89
		TOTALS FOR JAMES P. FARRELL				850.46
		TOTALS FOR FLORIDA ASSOCIATION OF CODE ENFORCEMENT				85.00
		TOTALS FOR FLORIDA COAST EQUIPMENT, LLC.				579.95
		TOTALS FOR FLORIDA MOBILE FLEET SERVICES, LLC.				1,615.74
		TOTALS FOR FRANK A. FRAUNFELTER				416.00
		TOTALS FOR GFL SOLID WASTE SOUTHEAST LLC				71,909.28
		TOTALS FOR GOLDEN X PLUMBING SUPPLY INC				19.66
		TOTALS FOR JAMES C. HICKS				750.00
		TOTALS FOR HILLMAN SUPPLY COMPANY				116.02
		TOTALS FOR KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LL				77.61
		TOTALS FOR LARSON CONSULTING SERVICES, LLC				1,000.00
		TOTALS FOR LORDCO ENTERPRISES				50.09

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/25
				TOTALS FOR MT CAUSLEY, INC		9,247.32
				TOTALS FOR NICK NICHOLAS FORD INC		1,243.83
				TOTALS FOR OFFICE DEPOT INC		51.80
				TOTALS FOR POSPIECH CONTRACTING INC		2,800.00
				TOTALS FOR RICHARDSON ATHLETICS, LLC		2,056.90
				TOTALS FOR NATIONAL WASTE		872.00
				TOTALS FOR SITEONE LANDSCAPE SUPPLY, LLC		834.53
				TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC		6,178.38
				TOTALS FOR T-N-T SEWER LLC		600.00
				TOTALS FOR THE VALERIE PLAYERS, INC.		3,810.80
				TOTALS FOR TRUGREEN LIMITED PARTNERSHIP		203.52
				TOTALS FOR TYLER TECHNOLOGIES, INC.		190.08
				TOTALS FOR UNIFIRST CORPORATION		349.09
				TOTALS FOR WASTE MANAGEMENT OF CENTRAL FL		3,987.82
				TOTALS FOR WGI, INC.		16,896.63
				REPORT TOTALS		170,123.03

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

December 17, 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 – *Absent*
Councilwoman Bega
Councilwoman Lizanich
Councilman Craig
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

Councilwoman Bega motioned to accept the Agenda with removal of the Cooter Kudo and an updated FEMA memo. Seconded by Councilwoman Lizanich. The motion carried.

PRE-SCHEDULED APPEARANCES

4a) Employee Service Awards were presented by Mayor Plaisted to the following City employees: Debra Schramm – 10 years; Ron Hodges – 15 years; Paula Carnevale – 20 years; and Joey Johnston – 20 years. Sheila Hennessey – 10 years and Josh Smith – 5 years were unable to attend.

4b) Light Up Liberty – Pole Decoration Award Winners with Parks & Rec Director Worley announcing the winners for the lamppost contest. Winners were 1st Place Most Creative – J.M. Gibson Mechanical; 1st Place Most Festive – Rotary of Inverness; and 1st Place People’s Choice – Inverness Tornados; 2nd Place Most Creative – HNR Gunworks; 2nd Place Most Festive – Peddler’s Post; and 2nd Place People’s Choice – Citrus Home Finders.

PUBLIC HEARINGS / WORKSHOP

None

OPEN PUBLIC MEETING

Karen Esty spoke in favor of the legislative priorities and spoke of her reappointment to the Hernando/Citrus MPO CAC committee for her 11 years, as well as 11 years serving on the Inverness Planning & Zoning Committee.

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 12/03/2024*
 - Recommendation – Approval

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

CITY CLERK'S REPORT

None

CITY MANAGER'S REPORT

10)a) Citrus County Sheriff's Office Quarterly Report with Lt. Fischer providing a PowerPoint presentation with details of the 3rd quarter report regarding tracked crimes, calls for service, arrests, traffic accidents, event involvement, CRO highlights, etc. Lt. Fischer provided details of certain crimes and arrests. Deputy Ruby provided highlights involving the Community Resource Officers. He also thanked Public Works, and all involved with the Christmas Parade.

10)b) City of Inverness 2025 Legislative Priorities* with City Manager Williams stating annually we have the opportunity to present the Local Legislative Delegation the City's points of interest and concern for consideration by the State Legislature. Though many of the points continue to be a focus year to year, we specifically seek cooperative funding and support for an RV Campground at Whispering Pines Park and the development of Railroad Street. Once there is a scheduled date and time for the local delegation, the Council and the Mayor will be made aware of their interest and attendance. Additionally, staff will work with our lobbyist and other local governmental entities for any opportunities for a unified approach to specific projects and initiatives. Councilwoman Lizanich thought the RV park as a great idea and spoke of Railroad Street and traffic issues. Mayor Plaisted agreed that there is more traffic off Turner Camp Road and Ella St. Railroad Street is a necessity. Councilwoman Bega agreed with the issues of traffic flow on Turner Camp and spoke of Pasco County receiving Federal funding for roads. Councilman Craig stated the trail is less important but stated the West Inverness Trail Connector would provide traffic relief. Spoke of various grant funding sources. City Manager Williams suggested Council pull back the Trail and focus on Railroad Street and the RV park at Whispering Pines Park. President Hepfer suggested funding from TDC with the trail and RV park. **Council consensus to add their support to the letter with the noted changes and move forward with the signature of the Mayor.**

10)c) FY 2025-2026 Budget Development Schedule* with City Manager Williams stating the enclosed budget development schedule is structured to support the work necessary to build, discuss and adopt the upcoming Fiscal 2025-26 City-Wide Capital Improvement Plan (CIP) and Budget. Similar to prior years, this budget planning and development cycle will be established to align with dates of regularly scheduled Council meetings. **Councilwoman Bega motioned to confirm the Budget Development Schedule for Fiscal Cycle 2025-26. Seconded by Councilwoman Lizanich. The motion carried.**

10)d) FEMA Assistance to Firefighters Grant Application for Radios* with City Manager Williams stating the City has been the opportunity to apply for the FEMA's Fiscal Year 2025 Assistance to Firefighters Grants (AFG) that opened on November 12, 2024, and closes December 20, 2024. This Grant Program is one of three that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the firefighters and therefore the public with respect to fire and

fire-related hazards, and provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies for critical training and equipment. This grant would replace the current radios in the amount of \$192,744.00, to purchase 12 complete portable radios with mics, batteries, and charging units along with 4 mobile units for the vehicles. This grant has a 5% match which would have a cost of \$9637.20 to the city. Fire Chief Bessler provided details of the application process and updated Council that the application has been completed for submission.

10)e) Citrus Plant Standby Generator* with City Manager Williams stating the City's Public Works Department has leveraged the Florida Sheriffs' Association Cooperative Purchase Program (FSACPP) to garner pricing for a 200 KW replacement standby generator at the Citrus Booster Plant. Using the FSACPP Bid# FSA23.0.-EQU21.0 Item #151, we have obtained a favorable price of \$79,845.00 to include removal of the existing generator and all controls, and installation of the new generator. The expected current lead time for the generator is 30–32 weeks. Public Works Director Pell spoke of plans for the replacement, and this was funded in the CIP budget. **Councilwoman Bega motioned to approve the purchase of the 200 KW generator and installation using the Florida Sheriff's Association Cooperative Purchase Program at a price of \$79,845.00. Seconded by Councilwoman Lizanich. The motion carried.**

10)f) Vehicle Purchase – Parks & Recreation* with City Manager Williams stating the City would like to purchase a vehicle using the local company Nick Nicholas Ford, who has been able to offer competitive state government pricing and offer quick delivery times. Currently, the Parks & Recreation Department is using a 2007 Jeep Laredo that is at the end of its useful lifespan, and would like to purchase a 2024 Ford Ranger truck, in the amount of \$35,000, to replace the Jeep. The truck will be used for events, hauling, set up, and removal tasks and other tasks that require or benefit from a four-door vehicle. **Councilwoman Bega motioned to approve the purchase of a new 2024 Ford Ranger Truck in the amount of \$35,000 through Nick Nicholas Ford using pricing similar to approved state level continual purchasing contracts. Seconded by Councilwoman Lizanich. The motion carried.**

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

- Merry Christmas and Happy New Year!!! This is a Small Town Done Right and the embodiment of Christmas and the holidays. Thanked City staff, CCSO, and volunteers for amazing Christmas parade. Spoke of the iconic Christmas tree on the Historic Courthouse lawn.

COUNCIL/MAYOR SUBJECTS

Councilman Craig attended the recent MPO meeting and spoke of their 5-year work program. US 41 widening funding has been moved to 2027, and the Inverness Airport design was added. Congratulated the Light Up Liberty winners. Merry Christmas to everyone.

Councilwoman Lizanich wished everyone a Merry Christmas and Happy New Year. Thankful for all that has been accomplished with this amazing team. Attended the recent CCCCCF meeting.

Councilwoman Bega thanked all for support all year long and is grateful to the City staff. It is an honor to work with everyone. Wished everyone good holidays.

Mayor Plaisted spoke of a Christmas card he received from Marilyn Jordan referencing the return of the nativity scene. Thanked the Belden's for Cootertoiber and donating the nativity. Detailed the iconic Christmas tree at the Historic Courthouse and creating "Christmas County". Spoke of Gary Schramm, the building of the tree. Noted a Facebook comment of the description of the Christmas tree and hates to see negativity. Wished everyone Merry Christmas.

Council President Hepfer stated she has spoken to people that are still talking about Cootertoiber. People loved Light Up Liberty and all events. Inverness is the Small Town Done Right and an amazing place to be. Everyone have a wonderful Christmas and a blessed New Year.

CITIZENS NOT ON AGENDA

Paul Hertensen wished everyone a Hapy New Year and Merry Christmas and he feels blessed.

Meeting adjourned at 6:43 p.m.

City Clerk

Council President

November 26, 2024

To Whom It May Concern:

I have the burial rights to both lots in the New Addition, Lots 94 & 123, and am in possession of the original Right to Burial Certificate.

I wish to sell back the following burial location in the Oak Ridge Cemetery as I no longer need the space.

New Addition Lot 123 North & South

Thank you for your assistance in this matter.

Lindsay Clark

Agenda Memorandum - *City of Inverness*

January 7, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Liberty Park Boardwalk Rehabilitation Project - Bid Award*

CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Woody Worley, Parks & Recreation Director, Alexis Koter, Finance Director

Enclosures: 1. American Marine boardwalk bid
2. Golf Coast Construction boardwalk bid
3. Marharex Contracting boardwalk bid
4. Stanford & Son boardwalk bid

Akin to the Cooter Pond Boardwalk, the City let a Request for Proposal (RFP 2024-01-PR) for the Liberty Park Boardwalk Rehabilitation Project. The RFP garnered bid proposals from four different companies. The proposal included removal and replacement of deck boards, using the Wear Deck Boards, just like what is being used at the Cooter Pond Boardwalk. The proposal also included repairing or replacing any hand railing and joists (runners) as needed along with any deck stabilization.

The City has compared all the bids, researched the companies and the work they have performed, and would like to recommend that the City accept Golf Coast Construction's bid in the amount of \$124,069.00. Golf Coast Construction's bid was almost \$30,000 lower than the next highest and they specialize in bridges and boardwalks. They have built numerous structures at Universal Studios, Disney, and even locally at Silver Springs State Park. Staff is confident that Golf Coast Construction is the best and lowest bid proposal and would like to move forward with their company.

Recommended Action -

1. Motion and second to accept Golf Coast Construction's bid in the amount of \$124,069.00 for the Liberty Park Rehabilitation Project and authorize the City Manager to execute the agreement and manage change orders to the project.
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

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the Owner to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within sixty (60) calendar days and final completion within ninety (90) calendar days from the date of Notice To Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of seven-hundred fifty (\$750) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. _____, Date: _____

No. _____, Date: _____

No. _____, Date: _____

11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Lump Sum Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

LUMP SUM GRAND TOTAL: \$ 154,955.00

WORDS: One hundred fifty-four thousand nine hundred fifty-five dollars

THIS PROPOSAL DATED THIS 13th day of November, 2024

ATTEST:

Witness:

Kelsy Staten
Signature

Kelsy Staten
Printed Name

By:

[Signature]
Authorized Signature (Principal)

Jason Weeks, Owner
Printed Name, Title

American Marine Contractors LLC.
Company Name

Address:

7410 W. Gulf to Lake HWY
Crystal River, FL 34429

416-5645151
Employee I.D. No.

CGC1529749
Florida State Certified General
Contractor's License Number

Telephone Number:

(352) 564-3625

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF: Florida

COUNTY: Citrus

Before me, the undersigned authority, personally appeared Jason Weeks
who, being by me first duly sworn, made the following statement:

1. The business address of American Marine Contractors LLC (name of bidder or contractor) is 7410 W. Gulf to Lake HWY Crystal River, FL 34429.

2. My relationship American Marine Contractors LLC (name of bidder or contractor) is Sole Proprietor (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____, A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

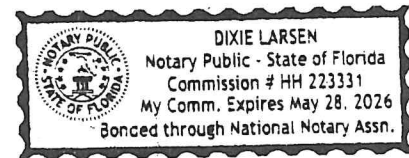
(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the 14th day of November, 2024.

Signed: Dixie Larsen
Notary Public

(Affix seal)

My commission expires: 5/28/26



END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that American Marine Contractors LLC does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.



Bidder's Signature

11/13/2024

Date

END OF SECTION



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WEEKS, JASON S

AMERICAN MARINE CONTRACTORS LLC
2186 N LADONIA TERRACE
CRYSTAL RIVER FL 34428

LICENSE NUMBER: CGC1529749

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/14/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2024

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

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

PRODUCER Brown & Brown of Florida, Inc. 1300 Citizens Blvd, Suite 100 Leesburg FL 34748		CONTACT NAME: Shelly Moore CIC PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Shelly.Moore@bbrown.com	
INSURED American Marine Contractors, LLC 7410 W Gulf to Lake Hwy Crystal River FL 34429		INSURER(S) AFFORDING COVERAGE INSURER A: Mitsui Sumitomo Insurance Company of America INSURER B: Auto-Owners Insurance Company INSURER C: Everest National Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 18988	

COVERAGES

CERTIFICATE NUMBER: 24/25

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Marine Liability			OHM4510251	01/14/2024	01/14/2025	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			50-691-848-01	01/14/2024	01/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							PIP \$ 10,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9700000717-241	01/14/2024	01/14/2025	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
C	USL&H			9700000717-241	01/14/2024	01/14/2025	Included

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

Jason Weeks
CBC1258823

Marron Weeks
CGC1519554

CERTIFICATE HOLDER

CANCELLATION

City of Inverness 212 West Main Street Inverness FL 34450	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Reid Summers</i>
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2024/2025

CITRUS COUNTY BUSINESS TAX RECEIPT

State of Florida

210 N Apopka Ave, Suite 100, Inverness, Florida 34450-4298

352-341-6500

EXPIRES SEPTEMBER 30, 2025

ACCOUNT # 41778

RECEIPT # 99990262460

Business Name: AMERICAN MARINE CONTRACTORS LLC

Owner Name: JASON S WEEKS

Mailing Address: 7410 W GULF TO LAKE HWY

CRYSTAL RIVER, FL 34429

Location: 7410 W GULF TO LAKE HWY

CRYSTAL RIVER, FL 34429

Business Phone: 352-564-3625

Business Type: R120 CST-CERTIFIED BUILDING CONTRACTOR

Integrity • Innovation

Janice A. Warren, C.F.C.

For Vending Machine Business Only
Number of Vending Machines: _____ Vending Machine Type: _____

Tax Amount	Transfer Fee	HazMat	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	0.00	25.00	0.00	0.00	0.00	25.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BUSINESS TAX RECEIPT DOES NOT CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET.
IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

PLEASE CONTACT OUR OFFICE IF THE OWNERSHIP OR LOCATION CHANGES OR IF YOU ARE NO LONGER DOING BUSINESS IN CITRUS COUNTY.

This section to be completed by the owner of the above named business.

business has been sold to: _____

Signature of current receipt holder upon transfer or ownership change

Date

Date Business Closed: _____

Signature: _____

Paid 000-23-00057587 07/08/2024 25.00

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the Owner to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within sixty (60) calendar days and final completion within ninety (90) calendar days from the date of Notice To Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of seven-hundred fifty (\$750) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. 1, Date: 11-4-24

No. _____, Date: _____

No. _____, Date: _____

11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Lump Sum Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

LUMP SUM GRAND TOTAL: \$ 124,069.00

WORDS: One hundred twenty four thousand sixty nine and 00/100

THIS PROPOSAL DATED THIS 11 day of November, 2024

ATTEST:

Witness: Lori Leatz
Signature

Lori Leatz
Printed Name

By: Whitney Boger Kortum
Authorized Signature (Principal)

Mgr/owner - Whitney Boger Kortum
Printed Name, Title

Golf Coast Construction LLC
Company Name

Address: P.O. Box 357 Lutz FL 33548
218 Crystal Grove Blvd
Lutz FL 33548

N/A
Employee I.D. No.

CGC1536163
Florida State Certified General
Contractor's License Number

Telephone Number: 813 9492625

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF: Florida

COUNTY: Pasco

Before me, the undersigned authority, personally appeared Whitney Boger Kortum
who, being by me first duly sworn, made the following statement:

1. The business address of Golf Coast Construction LLC (name of bidder or contractor) is 218 Crystal Grove Blvd, Lutz FL 33548
2. My relationship to Golf Coast Construction LLC (name of bidder or contractor) is mgr/owner (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

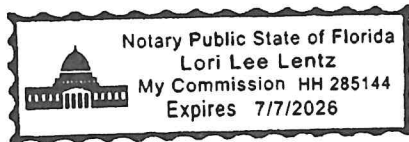
7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the 11
day of November, 2024.

Signed: Lori Lee Lentz
Notary Public

(Affix seal)



My commission expires: _____

END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that Golf Coast Construction LLC does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

Whitney Borkum
Bidder's Signature

11/11/2024
Date

END OF SECTION

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the Owner to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within sixty (60) calendar days and final completion within ninety (90) calendar days from the date of Notice To Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of seven-hundred fifty (\$750) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:
No. 1, Date: 11/4/2024
No. _____, Date: _____
No. _____, Date: _____

11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Lump Sum Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

LUMP SUM GRAND TOTAL: \$ 172,832.69

WORDS: One hundred Seventy two thousand eight hundred thirty two dollars and 69/100

THIS PROPOSAL DATED THIS 12 day of November, 20 24

ATTEST:

Witness: Maria Montaures
Signature

Maria Montaures
Printed Name

By: Kristin Montaures
Authorized Signature (Principal)

Kristin Montaures, Owner
Printed Name, Title

Marharez Contracting
Company Name

Address: 1220 Sleepy Hollow Road
Mexico Beach, FL 32456

Employee I.D. No.

CRC 1268126
Florida State Certified General
Contractor's License Number

Telephone Number: 850-899-3425

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF: Florida

COUNTY: Bulwer

Before me, the undersigned authority, personally appeared Kristin Montaudes
who, being by me first duty sworn, made the following statement:

1. The business address of 1220 Sleepy Hollow Road Mexico Beach FL 32456 (name of bidder or contractor) is Marcharex Contracting.

2. My relationship Kristin Montaudes (name of bidder or contractor) is Owner (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the 12th
day of November, 2024

Signed: Clara N Tortorello
Notary Public

(Affix seal)



My commission expires: Sept 11, 2025

END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that Marhorex Contracting does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

Sushu Mathewas
Bidder's Signature

11-12-24
Date

END OF SECTION

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MARHAREX CONTRACTING

1220 Sleepy Hollow Rd.,

Mexico Beach, Florida, 32456

OWNER:

(Name, legal status and address)

City of Inverness

212 West Main St.,

Inverness, FL 34450

BOND AMOUNT: Five Percent of Total Amount Bid
(5% of Total Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Liberty Park Boardwalk Rehabilitation, Project No. 2024-01-PR

286 N Apopka Ave, Inverness, FL 34450

Bond Number: BID

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)

P.O. Box 14498

Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November, 2024.


(Witness)

MARHAREX CONTRACTING

(Principal)

(Title)

(Seal)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Witness)

(Title) Ryan Tash, Attorney-In-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

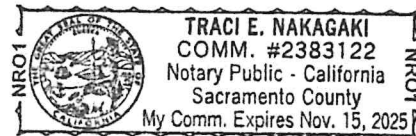
On 11/12/24 before me, Traci E. Nakagaki, Notary Public
(insert name and title of the officer)

personally appeared Ryan Tash,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christine Stradford; Katherine DuPont; Ryan Tash; Susan Fournier

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



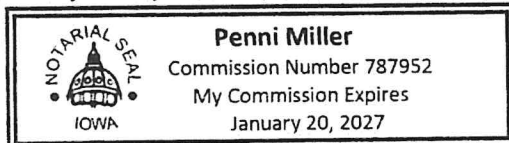
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of November, 2024.



William Warner Jr.
Secretary

BIDDING PROCEDURE

A. FORM OF BID

1. Each Bid shall be submitted on the Bid Form (Section 300) prepared by the Owner and included as part of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or manually in ink. When a Bidder submits a Bid with spaces containing erasures or other changes, each erasure or change must be initialed by the person signing the Bid. The Bidder must fill in all relevant blank spaces. In Unit Price type Bids, the Bidder must furnish a Unit Price for all items, regardless of the quantity.
2. No conditional Bids will be accepted. Oral proposals or modifications will not be considered.
3. The Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.
4. All bidders must be licensed contractors capable of performing the scope of work necessary to satisfactorily complete the project.

B. BID SECURITY

A Bid security will be required for this project in the amount of 5% of the bid price.

C. SUBMISSION OF BIDS

1. One (1) original and two (2) copies of the Bid Form, Public Entities Crime Statement, and Drug Free Workplace form shall be submitted in a sealed envelope marked "**Sealed Bid for Liberty Park Boardwalk Rehabilitation**". The envelope should also bear the Bidder's name and address on the outside.
2. All bids must be received by the City at the City Hall, 212 West Main Street, Inverness, Florida 34450 prior to 2:00PM, E.S.T. on November 15, 2024.
3. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.
4. Any bids not received and clocked in by the City prior to 2:00pm E.S.T. on November 15, 2024 will not be opened or considered.
5. All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten. The Bid form must be fully completed and executed when submitted.

D: BID OPENING

1. Bids will be opened in the City Hall Council Chambers, at 2:10 PM E.S.T. on November 15, 2024. The bids will be reviewed by the City and presented to the City Council for award.
2. The City, in its best interest, reserves complete and total authority to determine the completeness of any and all bid documents and may, at its discretion, waive any informalities or minor defects or reject any and all BIDS.

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the Owner to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within sixty (60) calendar days and final completion within ninety (90) calendar days from the date of Notice To Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of seven-hundred fifty (\$750) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. N/A, Date: _____

No. _____, Date: _____

No. _____, Date: _____

11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Lump Sum Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

LUMP SUM GRAND TOTAL: \$ 160,980.00

WORDS: One Hundred Sixty Thousand Nine Hundred Eighty dollars
3 %/100

THIS PROPOSAL DATED THIS 6th day of November, 2024

ATTEST:

Witness:

Keslyn Hart
Signature

Keslyn Hart
Printed Name

By:

[Signature]
Authorized Signature (Principal)

John C Stanford Jr
Printed Name, Title

J.C. Stanford & Son Inc
Company Name

Address:

1062 S State rd 19

Suite 1

Palatka FL 32177

54-2080934

Employee I.D. No.

CGC060874

Florida State Certified General
Contractor's License Number

Telephone Number:

904-367-0990

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF: FL

COUNTY: Putnam

Before me, the undersigned authority, personally appeared Keslyn Hart
who, being by me first duty sworn, made the following statement:

1. The business address of J.C. Stanford & Son, PC (name of bidder or contractor) is 1062 S State rd 19, Suite 1, Palatka FL 32977

2. My relationship Keslyn Hart (name of bidder or contractor) is Chief Operating Officer (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

~~7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the 10th
day of November, 2024.

Signed: Kessie A. Sapp
Notary Public

(Affix seal)



Kessie A. Sapp
Notary Public
State of Florida
Comm# HH151769
Expires 7/11/2025

My commission expires: 7/11/25

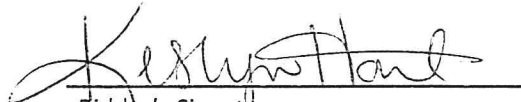
END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that
J.C. Starfield & Son Inc does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.


Bidder's Signature

11/6/2024
Date

END OF SECTION

SECTION 00500 - AGREEMENT

This Agreement made this 6 day of Nov, 2024 by and between the City of Inverness hereinafter called "Owner", and J.C. Stanford & Son Inc doing business as a corporation hereinafter call "Contractor", for the construction of the Liberty Park Boardwalk Rehabilitation.

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

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the lump sum of \$ 160,980.00 and as shown in the Bid Schedule.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will achieve Substantial Completion within 60 calendar days. The date of Final Completion will be 30 calendar days following the date of Substantial Completion. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$750 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$750 per calendar day past the date of Final Completion.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. Progress payments will be made in an amount equal to 90% (ninety percent) of the value of work completed, and may include 90% (ninety percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made. At the sole discretion of the Owner, monthly progress payments may be increased after 50% (fifty percent) of the work is completed to 95% (ninety-five percent) of the value of work completed and materials and equipment not incorporated but delivered and suitably stored (less the aggregate of previous payments) provided that:
 - (a) Contractor is making satisfactory progress, and
 - (b) There is no specific cause for greater withholding.

However, the Owner may subsequently resume retaining 10% (ten percent) of the value of work completed and materials delivered if, in sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.

7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.

8. The term "Contract Documents" means and includes the following:

- (a) Invitation to Bid
- (b) Instructions to Bidders
- (c) Bid Form
- (d) Public Entity Crimes Statement
- (e) Drug Free Workplace Form
- (f) Agreement
- (g) Application for Payment
- (h) Certificate of Substantial Completion
- (i) Performance and Payment Bond
- (j) Certificate of Insurance
- (k) General Conditions
- (l) Special Provisions
- (m) Notice of Intent to Award
- (n) Notice to Proceed
- (o) Change Order Form
- (p) Contract Field Order Form
- (q) Material and Equipment
- (r) Addenda As Follows: N/A

No. _____ dated _____,

No. _____ dated _____,

No. _____ dated _____,

No. _____ dated _____,

No. _____ dated _____,

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

10. The Contractor agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the Engineer or Owner.

11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent, for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.

12. The Contractor shall indemnify and save harmless the City of Inverness its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any

claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Owner, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents.

13. The breach of any provision of this contract and those provisions stated more fully in the specifications for the Liberty Park Boardwalk Rehabilitation, dated 11/10/2024 shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.

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

15. Contractor, including its employees or agents, shall serve as an independent contractor and shall not be considered an agent or employee of the City of Inverness.

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

ATTEST:

Kessie Sapp
NAME: Kessie Sapp
Please Type/Print

TITLE: _____

OWNER: City of Inverness

BY: _____

NAME: _____
Please Type/Print

TITLE: _____

DATE: _____

ATTEST:

Keshlyn Hart
NAME: Keshlyn Hart
Please Type/Print

TITLE: C.O.O.

CONTRACTOR: J.C. Stanford & Son Inc

BY: [Signature]

NAME: John C Stanford Jr
Please Type/Print

ADDRESS: 1002 S State rd 19, Suite 1
Planters FC 3277

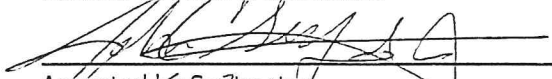
DATE: 11/10/2024

END OF SECTION

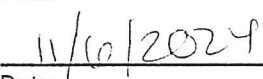
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Director of Parks & Recreation

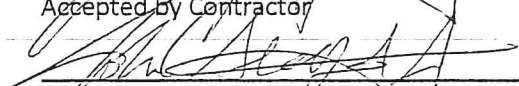
Date



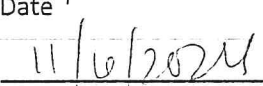
Accepted by Contractor



Date



Accepted by Owner



Date

END OF SECTION

Agenda Memorandum - *City of Inverness*

January 7, 2025

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Vehicle Purchase- Public Works*
CC: Frank Calascione, Assistant City Manager, Alexis Koter, Finance Director, Rob Pell, Assistant Public Works Director, Susan Jackson, City Clerk
Enclosures: 1. 2024 Ford Ranger 4x4

In keeping with the City's adopted purchasing policy, purchases of more than \$25,000 must receive Council approval. The City of Inverness would like to continue using the local company in Nick Nicholas Ford, who has been able to offer competitive state government pricing and offer quick delivery times.

Currently, the Public Works Department is utilizing a 2008 Chevy 1500 for the Public Works Director. Staff is proposing the purchase of a 2024 4x4 Ford Ranger truck, for the amount of \$38,999.45, to replace the current Chevy pickup. The truck will be utilized for Public Works duties and jobs associated with everyday department demands. The 2008 Chevy pick-up will be recommended for surplus once the replacement truck has been delivered.

Before Council this evening is a proposed bid for a new truck for the Public Works Department. Funds have already been appropriated for the purchase in the current CIP budget.

Recommended Action:

1. Motion and second, to approve the purchase of a new 2024 Ford Ranger Truck in the amount of \$38,999.45 through Nick Nicholas Ford as presented
2. Deliberate the matter
3. Vote the matter.

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

Eric C. Williams

Nick Nicholas Ford
Inc

2901 Highway 44 West
INVERNESS, FL 34453-3799
(352) 726-1231

https://www.nnford.com/

BUYER'S ORDER
WORKSHEET

Buyer's D.L. #: _____
S.S. #: _____
Co-Buyer's D.L. #: _____
Co-Buyer's S.S. #: _____
Date of Birth: _____

PURCHASER CITY OF INVERNESS		PHONE NO. (352) 726-4488		DATE 12/12/2024	
ADDRESS 212 W MAIN ST		YEAR 2024	MAKE Ford	STOCK NO. N4T390	
CITY INVERNESS	STATE FL	ZIP 34450	MODEL Ranger	SERIAL NO	1 F T E R 4 P H 9 R L E 5 8 7 3
TYPE OR WARRANTY (IF ANY)		BODY TYPE		MILEAGE 12	
Signature:		COLOR OXFORD WHITE		NEW ☒ USED ☐	
ADDITIONAL INFORMATION		CASH PRICE OF VEHICLE		37,741	95
		ACCESSORIES		1,249	00
		SUB-TOTAL		38,990	95
DESCRIPTION OF TRADE		LESS PRE-OWNED ALLOWANCE AND/OR DISCOUNT			
YEAR	MAKE	MODEL			
ID #					
TAG NO.		DECAL NO.		COUNTY	
BALANCE OWED \$		PER			
TO WHOM		UNTIL			
MAILING ADDRESS		FL LAW: NEW TIRE FEE \$1.00 PER TIRE			
		FL LAW: LEAD-ACID BATTERY FEE \$1.00 PER BATT			
ADDITIONAL TRADES		TAXABLE AMOUNT		38,990	95
		SALES TAX			
		LICENSE & TITLE TRFR RENEW PUR		8	50
		SUB-TOTAL		38,999	45
FINANCE		TRADE PAY-OFF/BALANCE ON PRIOR LEASE			
COMPANY NAME	LIEN AMT.		TOTAL DUE DEALER		38,999 45
ADDRESS	LIEN DATE		CASH DEPOSIT		
		REBATE			
		SUB-TOTAL CASH DOWN		38,999	45
PER					
INSURANCE		BALANCE DUE ON DELIVERY		38,999	45
COMPANY					
ADDRESS					
CITY, STATE	PHONE NO.				
AGENT	POLICY NO.				
IT IS AGREED THAT THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, COVERING A CAR SOLD HEREUNDER. IT IS ALSO AGREED THAT DEALER ASSUMES ONLY SUCH WARRANTY OBLIGATIONS TO PURCHASER AS ARE SET FORTH ON THE FACE OF THIS ORDER OR IN SEPARATE WRITTEN INSTRUMENT, IF ANY. I CERTIFY THAT I AM OF LEGAL AGE AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.					
PURCHASER'S SIGNATURE: _____			WHAT BROUGHT CUSTOMER		
ACCEPTED AUTHORIZED SIGNATURE: _____			Previous Buyer		
(THIS ORDER IS NOT BINDING ON DEALER UNTIL ACCEPTED BY AUTHORIZED REPRESENTATIVE)					
SALESMAN'A NAME: _____			Ileana Sims		

The Seller, NICK NICHOLAS FORD INC, INC., hereby expressly disclaims all warranties either express or implied, including any warranties of merchantability or fitness for a particular purpose, and NICK NICHOLAS FORD INC INC., neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle.

CUSTOMER E-MAIL ADDRESS
WWORLEY@INVERNESS.GOV

I HAVE BEEN EXPLAINED THE BENEFITS AND ADVANTAGES OF THE EXTENDED SERVICE PLANS AVAILABLE AND HEREBY DECLINE.

*** DEALER ADMINISTRATIVE FEE**
THIS CHARGE REPRESENTS COST AND PROFIT TO THE SELLER/DEALER FOR ITEMS SUCH AS INSPECTING, CLEANING AND ADJUSTING NEW AND USED VEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE.

PURCHASER'S SIGNATURE

DUE TO INSURANCE REGULATIONS WE ARE NOT PERMITTED TO LOAD AUTOMOBILES

Agenda Memorandum - *City of Inverness*

January 7, 2025

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Mutual Aid Agreement with City of Crystal River Fire Department*
CC: Bobby Bessler, Fire Chief, Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk
Enclosures: 1. IFD-CRFD MA Agreement 2025

Section 163.01, Florida Statutes, known as the "Florida Inter Local Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage in order to have available to it the equipment and personnel of one or more of the other Parties for backup purposes, direct active firefighting, rescue, emergency medical services, special operations, and emergency/disaster relief aid and assistance.

Recently the Fire Department provided mutual aid assistance to the City of Crystal River during Hurricane Helene by assisting them with city fire and medical coverage and and flood response which allowed their weary crews to rest. The Fire Department also has held joint trainings with the City Of Crystal River at the new Inverness Fire Training Center enabling them to receive valuable live fire training. This agreement bolsters the working relationship between the two departments.

Execution of this agreement authorizes the request, provision, and receipt of inter-jurisdictional mutual assistance with the City of Crystal River for Fire and Emergency Services as outlined in the agreement.

Recommended Action:

1. Allow staff to present
2. Deliberate the matter
3. Motion, second, and vote for execution of the agreement by the City Manager

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

Eric C. Williams

**MUTUAL AID INTERLOCAL
AGREEMENT FOR FIRE/RESCUE
ASSISTANCE BETWEEN
THE CITY OF INVERNESS
AND THE CITY OF CRYSTAL RIVER**

THIS MUTUAL AID INTERLOCAL AGREEMENT FOR FIRE/RESCUE ASSISTANCE

(The "Agreement") is made and entered into this ____ day of _____, 2024, by and between the CITY OF **INVERNESS**, a Florida municipal corporation, and the **CITY OF CRYSTAL RIVER**, a Florida municipal corporation (also referred to as "Party" individually, or collectively as the "Parties").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Inter-local Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services, facilities and equipment in a manner and pursuant to forms of government organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS each of the Parties to this Agreement has a municipal fire department with fire rescue equipment, firefighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS the Parties deem it mutually advantageous to enter into this Agreement providing for mutual assistance aid in times of emergency where the need created may be too great for either Party to deal with unassisted and is agreeable and in the public interest; and

WHEREAS at such times, it would be advantageous to that Party to have available to it the equipment and personnel of one or more of the other Parties for backup purposes, direct active firefighting, rescue, emergency medical services, special operations, and emergency/disaster relief aid and assistance.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the benefit from each to the other, the parties do hereby agree as follows:

1 MUTUAL ASSISTANCE; OPERATIONS

1.1. Mutual Assistance; Areas: The parties agree to provide assistance to each other for fire suppression, emergency medical services, and search and rescue, within the terms and conditions set forth by this Agreement. The assistance/mutual aid provided for by this Agreement shall extend to areas served by the Parties through service agreements.

1.2. Request for Aid/Assistance: Emergency assistance/mutual aid will be given when properly requested unless the Party from whom assistance is requested determines in accordance with Section 1.5 of this Agreement that it is unable to respond. The Party requesting aid and/or assistance shall provide the following information at the time the request is made:

- a. The general nature, type and location of the emergency.
- b. The type and quantity of equipment and/or personnel needed; and
- c. The name and rank of the person making the request.

All requests shall be directed through CITRUS COUNTY SHERIFF'S OFFICE emergency dispatch communications center. The following officials of the Parties are authorized to request aid and assistance under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, Incident Commanders, the City Managers of either party.

1.3. Command Authority: In the event of an emergency that requires additional assistance, the Fire Chief or his/her designee of the jurisdiction in which the incident is located, or in his/her absence, the Assistant or Deputy Fire Chief or the Incident Commander, will direct the activities at the scene where the emergency exists. Each Party shall retain control over its personnel and the rendition of services, standards of performance, discipline of the Party's personnel, and other matters incidental to the performance of services. Each Party authorizes its Fire Chief or his/her designee to meet with the other Party's Fire Chief or his/her designee and develop automatic aid/mutual assistance plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of response. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

1.4. Remuneration: The city rendering aid/assistance shall be responsible for all costs associated with providing mutual assistance/automatic aid services under this Agreement.

The Parties further agree that the municipality rendering aid/assistance may request reimbursement for any expenditure of goods or services directly from the persons, Parties, or company involved in, causing, or responsible for the incident at the sole discretion of the municipality rendering aid or assistance.

If the rendering municipality invoices the Party responsible for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the requesting municipality as a matter of courtesy.

1.5. Ability to Respond: Each Party may refuse to respond to a request for aid/assistance in the event it does not have the required equipment or personnel available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that it is not the intention of the Parties to subsidize the normal day-to-day operations or shortages in personnel or equipment of the other Party and that the mutual/assistance aid provided hereunder is intended to be mutual in nature.

1.6. Training: The City of Inverness agrees to allow the City of Crystal River to use the Inverness Fire Training Facility under the supervision of Inverness Fire Department personnel at no cost to the City of Crystal River. The City of Crystal River shall provide its own instructors. The parties agree to share instructors during joint trainings.

1.7. HIPAA Compliance: Both Parties acknowledge and agree that their respective fire-rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and, therefore, are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, the Parties shall promptly amend such provision as necessary to comply with HIPAA and its regulations.

2 EMPLOYEES; REPRESENTATIVES

2.1. Representative and Contract Monitors: The CITY OF INVERNESS representative and Contract Monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (352-419-3115). THE CITY OF CRYSTAL RIVER representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (352 795-4216).

2.2. Personnel Functions: No personnel of either Party to this Agreement shall perform any function or service that is not within that personnel's scope of duties as defined or determined by the appropriate Party.

2.3. Personnel Claims, Benefit, etc.: No personnel, employee, officer, or agent of either Party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No personnel of either Party shall be deemed the personnel of the other for any purpose during the performance of services hereunder.

3 EFFECTIVE DATE; TERM

3.1. Effective Date and Term: This Agreement shall take effect upon approval by both Parties and continue for a term of ten (10) years, unless sooner terminated as provided herein.

3.2. Notice of Termination: Either Party to this Agreement may, upon ninety (90) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

4 LIABILITY; INDEMNIFICATION

4.1 No Assumption of Liability: Neither Party to this Agreement, nor their respective personnel, shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by either Party.

4.2 Liability for Injury: All the privileges and immunities from liability, exemptions from law, ordinance, and rules, and all pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of the personnel of either Party when performing their respective functions within the territorial limits for their respective municipalities, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel and for loss or damage of equipment shall be borne by the Party employing such personnel and owning or possessing such equipment.

4.3 Indemnification: Each Party shall be liable for its own actions and negligence, and to the extent permitted by law, THE CITY OF INVERNESS shall indemnify, defend, and hold harmless THE CITY OF CRYSTAL RIVER against any actions, claims, or damages arising out of THE CITY OF CRYSTAL RIVER'S negligence in connection with this Agreement, and THE CITY OF CRYSTAL RIVER shall indemnify, defend and hold harmless THE CITY OF INVERNESS against any actions, claims or damages arising out of THE CITY OF INVERNESS negligence in connection with this Agreement. The foregoing indemnity shall not constitute a waiver of sovereign immunity beyond the limits set for in Florida Statutes, Section 768.28, nor shall the same be construed to constitute an agreement by either Party to indemnify the other Party for such other Party's negligent, willful or intentional acts or omissions.

5 CONFLICT RESOLUTION; CLAIMS

5.1 Conflicting Resolution. Any dispute or conflicts between the Parties that arise from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either Party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

5.2 Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in Citrus County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Notice of Suits: Each Party agrees to notify the other of any claim or the initiation of any legal proceeding against it that relates in any manner to the services provided by the other Party. Each Party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

6 GENERAL CONTRACT TERMS

6.1 Equal Opportunity: Each Party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the general public benefiting from services hereunder will be treated equally and without regard to race, color, sex, sexual orientation, pregnancy, religion, disability, age, marital status, national origin or ancestry.

6.2 Annual Appropriations: Each Party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

6.3 Notices: All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and shall be mailed to:

To: CITY OF INVERNESS
FIRE CHIEF
212 W. Main St.
Inverness, FL 34450

with a copy to:

Gooding & Batsel PLLC
1531 SE 36 Avenue
Ocala, FL 34471

To: CITY OF CRYSTAL RIVER
FIRE CHIEF

650 NW 3rd Ave.
Crystal River, FL 34428

with a copy to:

Gooding & Batsel, PLLC
1531 SE 36 Avenue
Ocala, FL 34471

Each Party may change its address upon notice to the other.

6.4 Records: Each Party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. Each Party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research, or reports, in accordance with Florida law.

6.5 Assignment of Rights: Neither Party shall assign, transfer, or convey, in whole or in part, its rights, duties, or obligations under this Agreement without the prior written consent of the other.

6.6 Modification and Amendment: No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

6.7 Captions: The captions and section designations herein set for convenience only shall have no substantive meaning.

6.8 No Transfer of Power. Nothing in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an interlocal agreement to provide services as authorized by Chapter 163, Florida Statutes. The Parties' governing authorities shall each retain all legislative authority with regard to their respective governing bodies.

6.9 Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

6.10 Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

6.11 Joint Preparation: The preparation of this Agreement has been a joint effort

of the Parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

6.12 None of the provisions of this Agreement shall be construed to create any third- party beneficiary or to otherwise give any enforceable rights or benefits to anyone other than the Parties to this Agreement.

- 6.13 Entirety of Agreement. This Agreement represents the Parties' entire understanding and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:

CITY OF INVERNESS

By: _____
Susan Jackson City Clerk

By: _____
Eric C. Williams, City Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Robert Batsel, City Attorney

ATTEST:

CITY OF CRYSTAL RIVER

By: _____
Mia Fink, City Clerk

By: _____
Audra K. Curtis-Whann, City Manager



Agenda Memorandum - *City of Inverness*

January 7, 2025

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Resolution 2025-01 Legislative Appropriation Local Match*
CC: Susan Jackson, City Clerk, Frank Calascione, Assistant City Manager, Alexis Koter, Finance Director
Enclosures: 1. Resolution 2025-1

The Resolution before Council tonight commits local funds from the City's Reserve Balances for Infrastructure and Facilities respectively for the Railroad Street Extension and Whispering Pines RV Campground projects. The amount of one million dollars (\$1,000,000.00) from each reserve fund for the respective project is being allocated through the Resolution. The local matching funds will only be used if the State, by appropriation or grant, provides the City's requested amounts for one or both of the projects.

Staff will present a review of the projects and State appropriation process and it is recommended that Council proceed with the adoption of the enclosed resolution.

Recommended Action:

1. Allow Staff to Present
2. Motion, second, vote to read the Resolution by title only
3. Dilberate the matter
4. Motion, second, and vote to adopt the Resolution by roll call

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

Eric C. Williams

RESOLUTION 2025-1

A RESOLUTION OF THE CITY OF INVERNESS, FLORIDA COMMITTING LOCAL MATCHING FUNDS FOR THE LEGISLATIVE APPROPRIATION REQUESTS FOR RAILROAD STREET AND WHISPERING PINES RV CAMPGROUND.

WHEREAS, the City of Inverness, Florida, ("City"), for the benefit of the City, County, Region, and many other stakeholders, has selected two local projects for legislative appropriation request that will benefit from, and be more competitive with, dedicated local matching funds; and,

WHEREAS, the City is committed to increasing public safety and fostering economic development through prudent investments.

WHEREAS, the extension of Railroad Street will increase public safety by providing traffic congestion relief along Turner Camp Road, Ella Avenue, and along other City streets. It will also address dangerous traffic stacking at Inverness Middle School during student drop-off and pick-up times. It will also restore a double lane, divided evacuation route for Turner Camp Road and redress the permanent closure of City streets that served such function before US Highway 41 was widened and those roads were closed.

WHEREAS, the development of an RV campground in Whispering Pines Park will foster economic development through increased lodging taxes and sales taxes contributed by overnight visitors. It will also allow the many sports league families, trail enthusiasts, and other

visitors to stay in the park and enjoy its amenities, the City's downtown, our lakes, and more. The financial contributions of these visitors will also help ensure the long-term viability of the State lease and ensure the park advances its financial sustainability goals as well.

NOW THEREFORE, BE IT RESOLVED THIS 7th DAY OF JANUARY, 2025, BY THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, AT ITS REGULAR MEETING HELD AS FOLLOWS:

1. That the City of Inverness hereby commits \$1,000,000,000 in local matching funds for the development of an RV Campground at Whispering Pines Park and \$1,000,000,000 in local matching funds for the development of Railroad Street should the State of Florida appropriate or grant such funds to support one or both projects.
2. That the City Clerk shall likewise cause a certified copy of this resolution to be recorded in the Public Records of Citrus County, Florida.

ATTEST:

CITY OF INVERNESS, FLORIDA

Susan Jackson, City of Inverness City Clerk

By: Jacquie Hepfer, Council President

Approved as to form and correctness:

James Hartley, City Attorney

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

January 7, 2025

TO: Elected Officials

FROM:

SUBJECT: Projects and Programs Update

- Martin Luther King Day
- Other

CC:

Enclosures:
