

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
May 20, 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) PLEASE SILENCE ELECTRONIC DEVICES**
- 2) INVOCATION, PLEDGE OF ALLEGIANCE & ROLL CALL**
- 3) ACCEPTANCE OF AGENDA**
- 4) PRE-SCHEDULED APPEARANCES / RECOGNITIONS**
 - a) US Water Annual Report
- 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* - 05.06.2025
- 9) CITY CLERK'S REPORT**
- 10) CITY MANAGER'S REPORT**
 - a) Facility Use Agreement for Boathouse - ROCCS

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- b) Public Art Project - Grace Street Crosswalk
- c) Parks & Recreation Current CIP Projects Update
- d) WWTP Spray Field Lease
- e) Project and Program Update
 - Annual Audit and Financial Report
 - Mid-Year Budget Amendment
 - Upcoming Events
 - 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**
 - Memorial Day Observance - Office Closed
Monday, May 26, 2025
(All City Parks, City Fire Department, Utilities, & Law Enforcement Operate)
 - Summer Sizzlin' Summer Bash
Thursday, May 29, 2025 from 5:00pm – 7:00pm
Depot Pavilion
 - Downing Street Big Ban
Saturday, May 31, 2025 @ 7:00pm
Valerie Theatre
 - Travel Baseball Tournament

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
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May 31 – June 1, 2025 from 9:00am – 8:00pm
Whispering Pines Park

Inverness Blues Revue
Sunday, June 1, 2025 @ 5:00pm
Valerie Theatre

Inverness City Council Regular Meeting
Tuesday, June 3, 2025 @ 5:30pm
IGC – Council Chambers

Agenda Memorandum - *City of Inverness*

May 20, 2025

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: US Water Annual Report
CC: Frank Calascione, Assistant City Manager
Enclosures:

The City enjoys a successful public private partnership (PPP) with US Water Corporation for the operation of the City's utility plant facilities and other specified services. This PPP has proven to be the most effective and efficient model to date for operating the City's utility plants and lift stations. City Staff continues to manage all the distribution and transmission lines for the water and wastewater systems and handle the direct customer service elements as well. Tonight, Council will receive the annual update from US Water Corporation that outlines FY 2025 accomplishments and milestones reached, and they will also get a look at items planned for FY 2026.

Recommended Action- Presentation- No Action Needed.

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

Eric C. Williams

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/25
		TOTALS FOR ACE HARDWARE CO OF INV INC				284.92
		TOTALS FOR APEX OFFICE PRODUCTS INC				542.96
		TOTALS FOR AQUA TRIANGLE 1 CORP				455.10
		TOTALS FOR GARY STEVEN BACON				200.00
		TOTALS FOR TIME WARNER CABLE				516.98
		TOTALS FOR CENTRAL AUTO AND TRUCK PARTS, INC.				67.94
		TOTALS FOR CITRUS COUNTY HEALTH DEPARTMENT				500.00
		TOTALS FOR DYNAFIRE, LLC				3,688.50
		TOTALS FOR HILLMAN SUPPLY COMPANY				1,411.42
		TOTALS FOR KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LL				264.72
		TOTALS FOR MT CAUSLEY, INC				12,062.44
		TOTALS FOR ONLINE IMPLEMENTATION SERVICES, INC				175.04
		TOTALS FOR UNIFIRST CORPORATION				98.19
		TOTALS FOR WRIGHT EXPRESS				2,946.64
		REPORT TOTALS				23,214.85

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

May 6, 2025
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 Davis
Vice President Lizanich
Councilwoman Bega
Councilwoman Hepfer
Councilman Craig
Mayor Plaisted

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

The Invocation was given by Councilwoman Hepfer and the Pledge of Allegiance was led by the City Council.

ACCEPTANCE OF AGENDA

Councilwoman Hepfer motioned to accept the Agenda as presented. Seconded by Councilwoman Lizanich. The motion carried.

PRE-SCHEDULED APPEARANCES

4)a) Nature Coast Bike Fest – Recap of Event with Mike DeFelice stating this year's event was a tremendous success even with the rainy weather. The 2026 event is already in the planning stages. Members of the bike fest organization were also there to present a donation to the Citrus County Blessings program. Representatives from Blessings was in attendance to accept a check in the amount of \$5,000 to their program. Details of the program was given to highlight the meals that are provided to over 3,000 students in Citrus County, including during holiday breaks, etc.

PUBLIC HEARINGS / WORKSHOP

5)a) FY 2026-30 Capital Improvement Plan Budget Workshop with City Manager Williams stating the workshop was a step to the development of the upcoming budget. The planning is an important part of the budgetary cycle, as the City must consider not only the needs of the City, but also critical evaluation of National and State economy and changes within the legislature that could impact City revenues. The presentation included the following information:

Current Year Capital Projects included road resurfacing and sidewalk improvements, Pine Ave. stormwater, Wayfinding/Gateway signs, Septic to Sewer projects, Liberty Park shade structures, Public Art, County Interconnect, Inverness Government Center, RV campground, Whispering Pines Park new entrance, etc.

Capital Improvement Program 2026 – 2030 funding summary for the General Fund, ICRA, Utilities, and Oak Ridge Cemetery. Totals: 2025 – \$21,345,609; 2026 – \$24,021,517; 2027 – \$7,999,375; 2028 – \$5,307,450; 2029 – \$2,622,000 and 2030 – \$3,820,100.

Capital Improvement Program 2026 – 2030 General Fund funding summary for projects included Administration, IT, Fire, Public Works including Roads & Streets, Parks & Rec.

Totals: 2025 – \$2,628,162; 2026 – \$2,417,100; 2027 – \$4,397,500; 2028 – \$3,706,200; 2029 – \$1,297,000 and 2030 – \$2,007,600. Highlights included Administration vehicle replacement and IGC upgrades to security, lobby, chambers, etc. IT projects included equipment, intranet, security cameras, and telephone equipment. Fire included equipment, training grounds and props, thermal cameras, bunker gear, a new fire station, etc. Public Works included annual road & sidewalk improvements, equipment, vehicles, stormwater, fencing, etc. Parks & Rec included trucks, mowers, shade structures, park amenities, etc. The Valerie Theatre had carpet replacement, new chairs, painting, audio/video, etc. Whispering Pines Park included pool deck furniture, equipment, shade replacements, fencing, Pickleball/Tennis courts, splashpad, etc. The lease with Forestry for Whispering Pines expires in 2030 and consideration needs to be the direction for the future.

Inverness Community Redevelopment Agency (ICRA) 2026 - 2030 addressed current fund balance, legislative issues and major projects to consider including the RV Campground, Community Center, City Walk, etc. The funding summary for projects included Public Art Initiative, downtown landscape & lighting, Wayfinding signs, corridor study, City Walk, etc. Totals: 2025 – \$3,251,319; 2026 – \$3,325,000; 2027 – \$325,000; 2028 – \$25,000; 2029 – \$25,000 and 2030 – \$25,000.

Capital Improvement Program – Utilities 2026-2030 funding included water & wastewater plants, lift stations, water & sewer lines, etc. Totals: 2025 – \$15,466,128; 2026 – \$18,279,417; 2027 – \$3,246,875; 2028 – \$1,576,250; 2029 – \$1,265,000 and 2030 – \$1,787,500. Highlights included Water Plants – plant rehabs, county interconnect, booster station generator, etc. Wastewater Plants – plant rehab, flow meters, pump rebuilds, sewer bypass pump, etc. Lift Stations – rehab odor control, pump rebuilds, etc. Water Lines – hydrant replacement, utility mapping, meter replacement, area improvements, etc. Sewer Lines – 41N & S. Highlands Septic to Sewer, vehicle replacements, hydrovac, etc.

Capital Improvement Program – Cemetery funding summary included the construction of an additional columbariums. Totals: 2025 – \$0; 2026 – \$0; 2027 – \$30,000; 2028 – \$0; 2029 – \$30,000 and 2030 – \$0.

City Manager's recapped with closing considerations asking if the 5-year CIP strengthens the City, are we planning to invest and boost the economy, are we focused on projects with return on investments, is this affordable and attainable, and are we leaving Inverness better than when we started. Mayor Plaisted spoke to the West Inverness Trail, Whispering Pines Park funding and the pool facility, etc. Councilwoman Hepfer spoke to CRA funds, possible entrance fees to Whispering Pines Park, etc. Councilwoman Bega spoke to the potential RV campground design, plans moving forward, etc. Councilwoman Lizanich questioned recent legislation and effects, funding for an RV campground and discussion with Forestry, etc. Councilman Craig spoke to a new fire station, partnering with various entities regarding funding, responsibilities of Whispering Pines Park, etc. President Davis questioned the County's Fire MSTU & MSBU, ICRA or TDC funding, funding for the RV campground, committing to certain projects, etc. City Manager Williams stated decisions need to be made regarding Whispering Pines Park, such as extending the lease, the RV campground, keeping the park or returning it to the State, funding for various aspects of the CIP, etc.

5)b) Ordinance 2025-845 City Stormwater Management Update – Final Adoption* with Assistant City Manager Calascione providing summary of the ordinance updating the City's stormwater management practices concerning inspections and monitoring, consistent

with Florida Department of Environmental Protection recommendations. **The public hearing was opened.** No one spoke for or against the ordinance.

Councilwoman Hepfer motioned to have the Clerk read Ordinance 2025-845 by Title only. Seconded by Councilwoman Lizanich. The motion carried.

ORDINANCE 2025- 845

**AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA,
AMENDING CHAPTER 19 OF THE CITY’S CODE OF
ORDINANCES ENTITLED STORMWATER
MANAGEMENT BY ADDING SECTION 19-11 ENTITLED
INSPECTIONS AND MONITORING FOR COMPLIANCE;
PROVIDING FOR SEVERABILITY AND INTERPRETING
THIS ORDINANCE; PROVIDING FOR INCLUSION INTO
THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.**

Councilwoman Hepfer motioned to adopt Ordinance 2025-845 by rollcall vote on the final reading. Seconded by Councilwoman Lizanich. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilwoman Lizanich, yes; Councilman Craig, yes; and President Davis, yes. The motion carried. The public hearing was closed.

OPEN PUBLIC MEETING

Debbie Wheatley questioned the location of the West Inverness Bike Trail and the funding for the new entrance to Whispering Pines Park on Hwy. 41N.

Karen Esty spoke of the Independence Highway sidewalk and the various steps of the process regarding funding. Stated she will be attending the next BOCC meeting for more answers.

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes* – 04/01/2025
 - Recommendation - Approval

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

CITY CLERK’S REPORT

None

CITY MANAGER’S REPORT

10)a) Summer Sizzlin Event* with Parks & Rec Director Worley stating on June 21, 2021, the City of Inverness held its first Teen's Night Out. A completely free event that provided a night of games, contests, music, and food for youth in sixth through tenth grade.

The event started out with three community partners and saw about 75 kids show up to attend. Since 2021, the event has seen tremendous growth and positivity within the community. Each event averages about 8-10 community partners and sees anywhere from 250 to 300 kids in attendance. Free music, free food, games, contests, interactive themed months, and community partnerships have contributed to the success of the event. In August 2024, the City held a Back to School Bash to all ages to prepare the kids for school. Community partners gave away book bags, school supplies, and many more items. This was in addition to the normal free food, games, music, and contests. This event saw over 500 kids attend and participate. On May 29, 2025, the City will be hosting a Summer Sizzlin Event from 5 to 7 pm open to all ages. There will be over 40 community partners supplying games, activities, food, and opportunities to sign up for summer activities, whether it be church-related camps, youth sports camps, registrations for upcoming leagues and organizations, etc. It was announced there will be no Teen's Night in June and July. *No Action Required.*

10)b) 2808 Madison Street Request for Code Enforcement Lien Reduction* with Community Development Director Shoemaker stating in October 2024 staff discovered the property was being used as a rental home without registration and a Business Tax Receipt (BTR). A Notice of Violation was sent via certified mail to the property owner with a Special Magistrate hearing date of December 4, 2024, which was returned. The Special Magistrate found the property in violation of not obtaining a Business Tax Receipt and ordered a \$100.00 a day fine until the property owner complied. The Administrative Order was sent certified mail on December 28, 2024, and on January 19, 2025, which was returned, and a lien was placed on the property. The property owner, Jason Anechiarico, contacted the city on April 1, 2025, to get clarification on the code enforcement lien. The BTR was paid which abated the violation with a lien amount due of \$9,500. Mr. Anechiarico has made a settlement offer of \$1,000 to release the lien. **Councilwoman Hepfer motioned to approve a Release of Lien in the amount of \$1,000 of the total amount of \$9,500 for 2808 Madison Street West as presented. Seconded by Councilwoman Lizanich. The motion carried.**

10)c) 1410 Carl Street Request for Code Enforcement Lien Reduction* with CDD Director Shoemaker stating Code Enforcement staff observed construction work at the residential home in December of 2023. The owner, Francisco Bravo, continued to work on the home and was sent a Notice of Violation via certified mail with a Special Magistrate Hearing Date of February 14, 2024. Mr. Bravo attended the hearing, and the Magistrate found him in violation of Section 104.6.2 - Work Commencing Before Permit Issuance. The Magistrate provided a sixty-day period to obtain the required permit application and to hire a Professional Engineer to sign and seal the plans, and the limited financial resources available to Mr. Bravo. During the 60-day period a permit was not obtained, and the case went back to the Magistrate on May 8, 2024 and Claim of Lien was issued on May 14, 2024. Mr. Bravo applied for the permit on June 21, 2024, which abated the violation and stopped the daily lien. The total lien amount due is \$3,200 and Mr. Bravo provided a written offer of \$1,500 to settle the case and release the lien. Mr. Bravo cannot secure a Certificate of Occupancy for the home with the lien in place. It was noted that is settlement was an exception to the rule of covering cost to the City. **Councilwoman Lizanich motioned to approve a Release of Lien in the amount of \$1,500 of the total amount**

due of \$3,200 for 1410 Carl Street as presented. Seconded by Councilwoman Hepfer. The motion carried.

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

- City Fire ISO Rating Update with Chief Bessler explaining the 1 ½ year's work that aided to a better ISO rating.
- Withlacoochee State Trail with City Manager Williams noting the increase in negative issues lately and the assistance from CCSO, etc. The lease and management plan will be an upcoming agenda item.
- Hill St. – Utility Remediation is complete and was flawless.
- Other with City Manager referencing a new temporary bocce ball court at Whisperings Pines Park, for a trial basis. Grace Street at the entrance to the hospital had a recent traffic issue with a physician being struck by a vehicle. There is now a 3-way stop to slow traffic. Public art is to be added in the near future.

COUNCIL/MAYOR SUBJECTS

Councilwoman Bega spoke of scholarships being presented to students at the high schools in the County by the Valerie Players Board.

Councilwoman Lizanich stated she will have a report on grantees for CCCCCF at the next meeting. The CIP presentation was great.

Councilwoman Hepfer enjoyed her participation with Red Cross and the Inverness Fire Department with installing smoke detectors at Leeson's Park and spoke of a medical emergency discovered during that event of a resident. Recently enjoyed a play at the Valerie.

Councilman Craig thanked the staff and the City Manager for the CIP presentation.

Council President Davis welcomed his daughter Natalie, who was visiting from out of town.

CITIZENS NOT ON AGENDA

None

Meeting adjourned at 8:05 p.m.

City Clerk

Council President

Agenda Memorandum - *City of Inverness*

May 20, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Facility Use Agreement for Boathouse - ROCCS

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

Enclosures: 1. ROCCS Facility Use Agreement Renewal 2025

The Boathouse and associated dockage at Wallace Brooks Park were planned and built in part to provide space for the Rowing Organization of Citrus County Students (ROCCS) to house their equipment, promote/grow the sport of rowing, and provide a space to be a competitive contender to bring more regattas and winter training entities to Inverness. ROCCS' mission is to promote competitive rowing (crew & sculling) in Citrus County and to obtain and provide rowing facilities, services, and equipment to carry on the sport.

The City of Inverness has partnered with ROCCS in providing competitive rowing events in city parks for a number of years. ROCCS hosts several regattas and scrimmage events annually that bring visitors to Inverness to participate in or spectate this growing sport. Rowing organizations throughout the country look for premier locations to hold regattas and winter training opportunities that can accommodate proximity to the water and secure locations for equipment therein.

ROCCS is proposing to renew the current agreement for another 5-year term, to continue to utilize the Boathouse. All current detailed conditions will remain the same, except an increased rate of rent to cover the current costs of operation.

ROCCS has been an active organization in bringing the rowing sport to our area and is committed to increasing the sport through local events and promotion of Inverness. The previous agreement and partnership have been mutually beneficial and staff recommend that Council proceed with the approval of the renewed agreement.

Recommended Action -

1. Motion, and second, to approve the renewed User Agreement with the Rowing Organization of Citrus County Students (ROCCS) and authorize City Manager to execute the document.
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

CITY OF INVERNESS FACILITY USE AGREEMENT

For Rowing Organization of Citrus County Students

This Facility Use Agreement will serve as an agreement between the City of Inverness (CITY), a Florida Municipal Corporation, the address of which is 212 West Main Street, Inverness, FL 34450, herein referred to as CITY, and Rowing Organization of Citrus County Students, Inc. (ROCCS), a Florida not for profit corporation, herein referred to as ROCCS, whose purpose is to promote the sport of competitive rowing (crew & sculling) in Citrus County, and to obtain and provide rowing facilities, services, equipment and related items reasonable, necessary and appropriate to carry on the sport, the address of which is 309 N. Apopka Avenue, Inverness, FL 34450.

ROCCS ACTIVITIES AND PROMOTION OF THE SPORT OF CREW

- A. Annually, ROCCS will host a summer camp for student rowers focused on learning basic rowing technique on and off the water, fitness, and nutrition. Certified Rowing Coaches lead the camp alongside experienced Students and Master Rowers.
- B. ROCCS will hold several days throughout each year as “Learn to Row” opportunities. Any person interested in learning about the sport is permitted to use ROCCS equipment, and with ROCCS’ certified coaches, they are taught basic rowing technique.
- C. ROCCS will attend school open houses and orientations to promote the sport of Crew to Citrus County Students.
- D. Annually, ROCCS will host at least two (2) regattas on Lake Henderson. ROCCS will promote the regattas to teams throughout the State of Florida and will work to grow the size and number of the regattas. Depending on distance traveled, hotels and restaurants will be positively impacted. ROCCS will record the number of visitors and provide the data to the City.
- E. ROCCS will promote Lake Henderson, Downtown Inverness, and the new Crew facilities to collegiate rowing teams throughout the State of Florida, and throughout the Northern States as a premiere Spring Time rowing training facility. ROCCS will provide visiting teams with all of their equipment needs, indoor storage of boats, and with coordination of lodging and restaurant options. ROCCS will additionally provide visiting teams with use of ROCCS’ indoor rowing gym and kitchen facilities located at 309 N. Apopka Ave., Inverness.
- F. ROCCS will annually host scrimmage(s) on Lake Henderson, inviting nearby rowing teams from Gainesville, Orlando and Tampa to compete.

ROCCS’ FACILITY USE AGREEMENT WITH THE CITY OF INVERNESS

- 1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated as if fully set forth herein.
- 2. **Premises.** The CITY hereby permits ROCCS the use of the City of Inverness building located at 321 E. Dampier Street, Inverness, FL 34450 as described for the term and conditions hereinafter set forth.

3. **Term.** The term of this agreement shall be 5 years commencing on the later of July 1, 2025, or the date executed by all the parties hereto. The CITY may terminate this agreement for convenience and without cause at any time by providing ROCCS with a 6-month written notice. The agreement may be renewed for a subsequent 5-year renewal term upon written agreement of the parties. The user fee in any renewal term will be subject to review and may be revised at the time of renewal.
4. **User Fee.** The CITY and ROCCS seek a mutually beneficial, successful, lasting relationship and understand there is a financial condition associated with this relationship and further agree to enter this arrangement using a stepped approach. ROCCS shall pay CITY a monthly user fee in the amount of \$400.

The User Fee shall be due on the first day of the term of this agreement and on the first day of each month thereafter, and such fee shall be payable to the CITY at the above listed address.

It is the intention of the CITY and ROCCS that the user fee herein specified and reserved shall be absolutely net to the CITY so that if CITY is charged any item of expense for which the CITY is, or may become liable from a third party or entity, because of ROCCS operation of its programs pursuant to this user agreement, then the CITY shall be indemnified by ROCCS for any and all such costs, expenses or obligations.

On October of each subsequent year, ROCCS will provide to the CITY a copy of the previous year (twelve month) financial statement for the program.

5. **Use of Premises; No Use That Increase Insurance Risk.**

- a) In utilizing the Crew facilities, ROCCS will continue to maintain liability insurance and loss prevention insurance of ROCCS items stored within the facility and include the City of Inverness as an additional insured.
- b) ROCCS will require all visiting rowers and all ROCCS members to be covered by liability insurance maintained through US Rowing.
- c) ROCCS shall not use the premises in any manner, even for the purposes of which the premises are utilized, that will increase risks covered by insurance on the building where the premises are located, so as to increase the rate of insurance on the premises, or to cause cancellation of any insurance policy covering the building. ROCCS further agrees not to keep on the premises, or permit to be kept, used or sold thereon, anything prohibited by the fire insurance policy covering the premises. ROCCS shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and building.

6. **Use of Premises.**

- a) ROCCS shall have the right to use the Premises for storage of rowing equipment, uses consistent with hosting the rowing events referenced above, and ancillary uses. ROCCS shall not use the Premises for any other purpose without City's prior written consent, which consent may be withheld by City in its sole discretion. ROCCS agrees that no business shall be carried on, nor any act or acts done or permitted to be done on the Premises that in any manner conflicts with any applicable valid law or regulation of the City of Inverness, Citrus County, the State of Florida, or the United States of America or any department, bureau or agency thereof.

- b) ROCCS will at all times be respectful of the Crew facilities and will maintain the property in an orderly manner. ROCCS will not do or suffer to be done in or upon the Premises any act or thing which amounts to a nuisance or creates waste to the Premises.
- c) ROCCS may use at lease one half of the Premises (including the building located thereon) for the purposes set forth above. The remaining portion of the Premises may be used at the CITY's discretion as long as the such portion does not exceed one half of the Premises. ROCCS understands the CITY may utilize part of the building as it determines the needs for all activities of the park and must be flexible to adapt to space as needed by the CITY.
- d) ROCCS understands and agrees that the CITY may order a change to use of the building at any time at its sole discretion.
- e) It is understood by the CITY and ROCCS that a portion of the premises will be used for the operation of ROCCS. However, nothing contained herein shall be construed to prevent ROCCS, with prior written consent by the CITY, from using the premises for any lawful purpose which might reasonably be expected with the above described use.

7. Alteration and Removal of Improvements.

- a) Upon written permission of the CITY, ROCCS may make alterations to the premises from time to time that are necessary to conduct the program which shall be at the sole cost and expense of ROCCS. Any permanent improvements, or equipment upgrades must receive prior written approval from the CITY and will remain the property of the CITY, excluding the scull racks upon termination of this agreement.
- b) ROCCS will be responsible for installing and maintaining the rack system within the Crew Building which will be utilized to store the crew boats and oars. Prior to said installation the City's Building Official will review and approve any and all plans for improvements therein.

8. Repairs. During the term of this agreement or any extension or renewal, ROCCS shall make all repairs on their own equipment. Any repairs deem necessary to keep premises in good condition and repair, will be conducted by the CITY and/or designated contractor. ROCCS further agrees that all damage or injury done to the premises by the organization or by any person who may be in or upon the premises, except for the CITY, its agents, servants and employees, shall be repaired by CITY at ROCCS expense. ROCCS agrees that at the expiration of this agreement, or upon earlier termination thereof, to quit and surrender said premises in good condition and repair, reasonable wear and tear expected.

9. Building Grounds and Dock. The landscape and all areas surrounding the Crew Boathouse and dock will be maintained by the CITY. ROCCS will be responsible for keeping these areas clear of trash and debris. No signs will be placed on the grounds or on the building without prior written approval of the CITY at any time.

10. Utilities and Service. The CITY will be responsible for pest control service. The CITY will initially incur the cost of water, sewer service and electric use, which ROCCS will reimburse the CITY upon receiving billing invoice from CITY for its portion of usage therein.

11. Liability Insurance.

ROCCS will, at all times during the term of the agreement, at their own cost and expense, obtain, maintain and keep in full-force comprehensive general public liability insurance against the claims for personal injury death or property damage occurring in, on or about the demised premises or on an occurrence basis with aggregate single limit coverage in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury, personal injury including death; and One Million Dollars (\$1,000,000.00) with respect to damage to property.

ROCCS agrees that all of the above described insurance shall be non-cancellable while they occupy the premises and if the need arises to cancel insurance coverage will require a ten (10) days written notice to CITY. CITY and ROCCS agree that insurance requirements hereunder shall name the City of Inverness, as additional insured, and agrees to provide the CITY, at all times, proof of existence of said insurance.

12. **Events and Activities.** The City of Inverness has partnered with ROCCS for several years to bring rowers from across the state to utilize our lakes. The CITY has invested into the building with the vision of ROCCS bringing regattas and many activities to the area to increase our tourism and economic base. The expectation of having the facility on the water will aid ROCCS into building membership, hosting regattas and collegiate teams from in and out of state. ROCCS will hold Regatta's and rowing type activities/events. ROCCS will apply for an event application for review and permit issuance by the City for any/all activities that use the docks and or the grounds of Wallace Brooks Park, Liberty Park, Depot District and surrounding areas for aforementioned type activities/events.
13. **Indemnification.** ROCCS shall hold CITY harmless and indemnify CITY from and against any and all liability, damages, out of pocket costs and reasonable attorneys' fees, injury, actions or causes of action whatsoever:
 - (a) Suffered or occasioned upon the Premises or arising out of the operation, conduct and use of the Premises, except those caused or created by CITY, its agent, employees and contractors;
 - (b) For any injury to or death of any person or persons or damage to property caused by the negligence or willful misconduct of ROCCS, its invitees, agents and employees, or by a default by ROCCS under this Lease; or
 - (c) Resulting from any generation, use, treatment, storage or release of any hazardous or toxic materials or substances or wastes at the Premises during the Term or resulting from any violation during the Term of any environmental laws, rules or regulations applicable to the Premises or any operation conducted thereon.

ROCCS's grant of indemnity to CITY hereby survives expiration of this Lease.

14. **Default.** If ROCCS defaults by failing to pay the User Fee on or before the due date set forth above, and if said default continues for fifteen (15) days after written notice thereof is delivered to ROCCS by CITY, or if ROCCS defaults through its failure to comply with any of the other covenants or conditions of this Agreement, and such default shall continue for thirty (30) days after notice thereof in writing to ROCCS by CITY without correction, CITY may declare the term of this agreement terminated by giving ROCCS written notice of such intention. If possession of the Premises is not surrendered, CITY may re-enter said premises. CITY shall have, in addition to the remedy above provided, any other right or remedy available to CITY on account of any ROCCS default, either in law or equity. CITY shall use reasonable efforts to mitigate its damages.

Notwithstanding the foregoing, CITY may terminate this agreement immediately if there is a danger or threat to public safety, at the CITY's sole and absolute discretion.

15. Service of Notice.

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

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

And if intended for ROCCS shall be addressed to:

ROCCS, Inc.
309 N. Apopka Avenue
Inverness, FL 34450

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

16. Compliance with Laws. ROCCS will promptly comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the said premises.

17. Invalidity of Provision. If any term, covenant, condition or provision of agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this agreement shall be valid and enforceable to the fullest extent of permitted law.

IN WITNESS HEREOF, the parties have executed this agreement as of the day and year first written above.

SIGNED BY

ROCCS, Inc., a Florida not for
profit corporation

CITY OF INVERNESS, FLORIDA

JAMES STAFFORD, PRESIDENT

ERIC C. WILLIAMS, CITY MANAGER

Date: _____

Date: _____

Agenda Memorandum - *City of Inverness*

May 20, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Public Art Project - Grace Street Crosswalk

CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Alexis Koter, Finance Director, Christopher Shoemaker, Director of Community Development, Woody Worley, Parks & Recreation Director, Rob Pell, Assistant Public Works Director

Enclosures:

In April 2021, the City of Inverness initiated its new public art program. The plan was to annually bring a public art installation to Inverness. In that initial year the City unveiled the mural on the side of Coach's Pub & Eatery. In 2022, the City brought forth three projects. The Wallace Brooks Turtle Sculpture and Withlacoochee Trail Bench were repainted, the Outdoor Bike Sculptures were added, and the trash receptacles were wrapped with art from local artists. In 2023, two murals were painted on the side of buildings along N Pine Avenue. In 2024, the Painted Turtle Project was unveiled, which saw 11 turtles displayed in six different locations within the historic downtown.

In 2025, the City of Inverness will partner with HCA Florida Citrus Hospital to create a public art-driven crosswalk in front of the emergency room entrance and Grace Street. Recently, there have been pedestrian safety issues at this location. The City has taken steps to slow traffic in this area but sees this location as the perfect opportunity to bring functional public art to the medical district arts district while doubling as traffic-calming measure for the area.

Recommended Action -

1. Allow staff to present.
2. Council deliberation about whether to move forward with the project.
3. Provide direction by vote or consensus.

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

Eric C. Williams

Agenda Memorandum - *City of Inverness*

May 20, 2025

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Parks & Recreation Current CIP Projects Update
CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Woody Worley, Parks & Recreation Director

Enclosures:

As Council is aware, the Parks & Recreation Department has quite a few projects underway currently. The Liberty Park Boardwalk Rehabilitation Project has been finished. All decking was replaced with premium WearDeck™ composite decking. The walkway railings were strengthened and stabilized, portions of the framing were repaired and strengthened, hardware was added in locations that needed it or where it was missing originally, and a portion of the walkway where benches are located was raised back to the proper level.

Whispering Pines Park's new entrance project has been put out for bid. Bid submittals will be due later this month with anticipated start sometime in the early summer.

The Shoreline Restoration project at Wallace Brooks Park has been progressing. This four-part project has been underway for sometime and involves multi-agency coordination. That said, we are reaching the point where finalization is near. Texas Aquatics has already completed the shoreline restoration component. American Marine Contractors is handling the other three parts of the project. The first part was modifying the T Docks to remove the boat slips and turn the existing gangway into a fixed portion of the pier. The pilings were installed and the gangway is in place. The final stages of completion are underway and include the metal fabrication of railings so that it is safe for patrons to enjoy. This part is expected to be done within the week. The setting of pilings and buoys for the no-vessel/swim area and dropping the no-wake buoys in the lake are scheduled next. That portion should be completed by the end of the month. The last portion of the project is moving the floating docks down to the Gazebo at Liberty Park. This portion is awaiting permit issuance, and we expect to receive that permit within the next two weeks. That will allow the City to move quickly to complete the project since the contractor is already mobilized.

The last project currently underway is the installation of shade structures at the Liberty Park Playground. The structures are scheduled to ship from the manufacturer by the end of the month and the timeline for installation should be within a few weeks of arrival.

No Recommended Action -

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

Eric C. Williams

Agenda Memorandum - *City of Inverness*

May 20, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: WWTP Spray Field Lease

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

Enclosures: 1. EXIHIBITA
2. Lease of Sprayfield - 2025

The City's wastewater treatment plant includes approximately 100 acres of effluent spray fields that support the City's reclaimed water program. For many years, the City maintained the fencing and managed the mowing of the spray fields, which was very labor and equipment intensive. Shifting and reducing those costs provided a savings to the utility, and allowed for a better allocation of those resources.

In 2020, the City entered an agreement to lease the approximately 100 acres of spray fields to Mr. John Thomas for a period of (5) years for an annual sum of \$200.00 paid each year for the propagation of hay and for grazing cattle. Beyond the aforementioned payments, Mr. Thomas is also responsible for the vegetative management and upkeep of the fencing for the spray fields. This provision of maintenance represents a significant financial reduction for the utility in maintaining the spray fields.

The current Spray Field Lease expires on May 29, 2025. A renewal of the lease has been reviewed by Mr. Thomas and it extends the lease another 5 years until 2030. This is a favorable arrangement for the City, and it is recommended that Council proceed with the lease renewal as proposed.

Recommended Action –

1. Motion, and second, to approve the renewed Spray Field Lease with Mr. John Thomas and authorize the City Manager to execute the document.
2. Deliberate the matter.
3. Vote the matter.

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

Eric C. Williams



City of Inverness
Prepared by: Scott McCulloch
Date: May 13, 2020

Exhibit A - Proposed Land Lease
3900 South Florida Avenue, Inverness FL 34450

Leased Area



LEASE

THIS LEASE made this ____ day of May, 2025, by and between the City of Inverness, Florida, a municipal cooperation hereinafter referred to as "City" or "Lessor" and John Thomas, hereinafter referred to as "Lessee.

PREMISES:

Lessor hereby leases to Lessee 100 acres (mol) of the improved effluent sprayfield immediately adjacent to the City of Inverness Wastewater Treatment Plant located at 3900 South Florida Avenue, Inverness, Florida, and described on Exhibit "A" attached hereto.

TERM:

The term of the Lease is for a period of five (5) years from the date of execution of this Lease, to wit, May, 2025, until May, 2030.

Lessee shall have the option to renew this lease upon the same terms and conditions set forth herein except for the amount of rents.

The Lessee shall have the right to cancel this lease. To effectuate said cancellation the Lessee must give written notice of the cancellation to the City no less than ninety (90) days prior to the anniversary date.

The Lessor has the right to terminate this contract with a 90 day written notice, with or without cause.

RENT:

The total amount rent is to be \$200.00

Said rent shall be paid by the Lessee to the City on an annual basis. The first payment shall be upon the execution of this lease. Subsequent annual rent payments shall be made upon the succeeding anniversary dates of the execution.

CITY USAGE OF LEASED SPRAYFIELD:

Normal operations of the wastewater treatment plant include the discharge of it's by-products, effluent water and potential sludge onto the spray/hay fields. Regulatory agencies dictate how, where and in what quantities the by-products may be disposed of.

LESSEE USAGE OF LEASED SPRAYFIELD:

The Lessee shall cultivate, raise, and harvest on the 100-acre (mol) spray/hay field site, Bermuda Grass or such other grass or vegetation as the parties may from time to time agree upon or which is dictated by County, State or Federal regulatory agencies.

The Lessee agrees to take any and all reasonable and necessary steps to insure a sufficient standing crop of Bermuda grass or other agreed upon vegetation grows on the aforesaid spray/hay field to meet or exceed those requirements and specifications enacted by the Florida Department of Environmental Protection (hereinafter referred to as "DEP") or its successor agencies for the operation of the Inverness Wastewater Treatment facilities, discharge and spray/hay fields.

All hay produced on the leased premises shall be the sole property of the Lessee herein.

Cattle: The Lessee shall be allowed to graze beef cattle on the 100-acre spray/hay field, site in accordance with all Federal, State and County rule, regulations, codes or statutes.

Prior to the introduction of cattle to the spray/hay field site, the Lessee shall, at his will and expense, fence and cross fence any of the four individually valved spray zones (fields numbered 1,2,4,6) that will be used for cattle grazing. The fencing will be installed so that the cattle can be isolated from the individual spray zones during use.

CITY/LESSEE USAGE COORDINATION:

It is in the City's best interest as well as the City's desire to perpetuate the cultivation, growing and harvesting of the hay. Coordination of the disposal of the effluent spray and potential sludge spreading will be coordinated by the Lessee, or his employees and the Operator of the Wastewater Treatment Plant. Any disputes arising from such coordination will be settled by the Office of City Manager with operation of the wastewater plant and County, State and Federal regulations taking precedent.

DAMAGE:

The Lessee shall be exclusively and solely responsible for any and all damage caused by, and consequently flowing from damage by its equipment or its operations to any of the City's property on the leased premises, including, but not limited to, sprinkler heads, piping, fencing and other fixtures appurtenant to the City's Wastewater Treatment sprayfields. In addition, the Lessee shall be exclusively and solely responsible for any and all damage caused by any livestock which the Lessee has on the leased premises.

All damage to City property or equipment by the Lessee, his agents, employees or livestock shall be immediately reported to the Wastewater Treatment Plant Operator. The Lessee will be responsible for all repairs and/or damages to City property or equipment. All repairs or replacement parts will be made with like materials and/or equipment as necessary to restore to

original condition. The Lessee shall indemnify the City for any fines, costs, attorney's fees or damages as a result of any negligent activities, the negligent damaging of City equipment or problems arising from the Lessee, his agents or livestock.

INSURANCE:

Lessee shall procure and maintain in force during the term of this lease and any extension thereof, at its expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount on One Million and 00/100 Dollars (1,000,000.00) for each person injured, One Million and 00/100 Dollars (1,000,000.00) for any one accident, and One Million and 00/100 Dollars (1,000,000.00) for the property damage. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. The policies shall be delivered to Lessor for keeping. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least 30 days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term this lease and any extension thereof, Lessor may procure the necessary insurance and pay the premium therefore, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid.

RIGHT OF ENTRY OF LESSOR:

The City reserves the right to enter on the premises at reasonable times to inspect them, to sample monitor wells, to repair damage to any broken equipment or any necessary maintenance or inspection to the City owned equipment.

ADDITIONAL COVENANTS:

1. The Lessee agrees to close and lock the gates to the treatment plant sprayfields if it or any of its agents or employees leave the treatment plant sprayfields after normal working hours.
2. Lessee agrees not to operate, tamper with, molest or in any way disturb any equipment, pumps, or valves owned by the City of Inverness on either the leased premises or in the treatment plant facility.

SUBLEASING:

Lessee agrees not to assign or sub-lease the leased premises or any part thereof, or any right or privilege connected therewith or to any other person except Lessee's agents and employees to occupy the premises or any part thereof. Lessee's unauthorized assignment, sublease of license

to occupy shall be void and shall terminate the lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law nor is any assignment of its interest here in.

LESSEE BREACH:

If Lessee breaches this lease or any of the covenants contained herein, Lessor shall have the following remedies in addition to its other rights and remedies in such event:

1. Reentry. Lessor may reenter the premises immediately and remove all the Lessee's personnel and property therefrom. Lessor may store the property in a public warehouse or at another place of his choosing at Lessee's expense or to Lessee's expense.
2. Termination. After reentry, Lessor may terminate the lease on giving ten (10) days of written notice of such termination to Lessee. Reentry only, without notice of termination, will not terminate lease.
3. Reletting premises. After reentering, Lessor may relet the premises or any part thereof for any term without terminating the lease at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the premise.
4. Liability of Lessee on Reletting. Lessee shall be liable to Lessor in addition to its other liability for breach of the lease for all expenses of the reletting and of the alterations and repairs made which Lessor may incur.

ATTORNEY'S FEES:

If Lessor shall, without any fault on the part of Lessor, be made a party to any litigation commenced by or against lessee growing out of or having relation to the leased premises or this lease, Lessee shall pay and demand all costs reasonable attorney's fees incurred by Lessor in such litigation. In the event any action is brought by Lessor to recover possession of the leased premises, or in the event any action is brought by Lessor or Lessee to enforce or for the breach of any of the terms, covenants or conditions contained in this lease, the prevailing party shall be entitled to recover reasonable attorney's fees to be fixed by the Court, together with costs of suit therein incurred.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date aforesaid.

City of Inverness

By: _____
Eric C. Williams
City Manager

Attest: _____
Susan Jackson
City Clerk

Witness

Witness

LESSEE OWNER:

By: _____

Witness

Witness

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

May 20, 2025

TO: Elected Officials

FROM:

SUBJECT: Project and Program Update

- Annual Audit and Financial Report
- Mid-Year Budget Amendment
- Upcoming Events
- Other

CC:

Enclosures:
