

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
June 17, 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) CCSO Quartely 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* - 06.03.2025
- 9) CITY CLERK'S REPORT**
- 10) CITY MANAGER'S REPORT**

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
June 17, 2025 - 5:30 PM**

- a) Architectural and Aesthetic Review Committee Appointment - Alicia Schafer
- b) Architectural and Aesthetic Review Committee Appointment - Debbie Davis
- c) Ordinance 2025-849 - Utility Liens - First Reading
- d) Ella Ave/Turner Camp Rd Right of Way Drainage and Protection Project
- e) Wastewater Treatment Plant Back-Up Generator - Emergency Repair
- f) Project and Program Updates
 - Budget Development
 - Patriotic Evening
 - 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**

Market at the Depot

Saturday, June 21, 2025 from 9:00am – 1:00pm
Depot Pavilion

Soldier's Freedom 5K

Saturday, June 21, 2025 from 7:30am – 9:30am
Liberty Park

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
June 17, 2025 - 5:30 PM**

Inverness City Council Regular Meeting
Tuesday, July 1, 2025 @ 5:30pm
IGC – Council Chambers

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/25
		TOTALS FOR ACE HARDWARE CO OF INV INC				676.34
		TOTALS FOR APEX OFFICE PRODUCTS INC				78.62
		TOTALS FOR AT & T MOBILITY NATIONAL ACCOUNTS LLC				3,191.43
		TOTALS FOR CARLA BEEBE				150.00
		TOTALS FOR BOARD OF COUNTY COMMISSIONERS				47.00
		TOTALS FOR MARTHA CARTER				985.00
		TOTALS FOR CENTRAL AUTO AND TRUCK PARTS, INC.				362.58
		TOTALS FOR GAY, MARGARET				326.00
		TOTALS FOR CENTRAL MATERIALS CO INC				99.50
		TOTALS FOR CHARLIE DAY HANDYMAN LLC				850.00
		TOTALS FOR CHESAPEAKE UTILITIES CORPORATION AND SUB				91.08
		TOTALS FOR CITRUS COUNTY CHRONICLE				3,542.92
		TOTALS FOR CITRUS EQUIPMENT REPAIR				1,596.02
		TOTALS FOR CITRUS SOD INC				425.00
		TOTALS FOR CITY TIRE OF INVERNESS				52.50
		TOTALS FOR CLERK OF THE CIRCUIT COURT, ANGELA VICK				162.00
		TOTALS FOR COMMERCIAL ENERGY SPECIALISTS				335.00
		TOTALS FOR CORE & MAIN LP				10,112.00
		TOTALS FOR FLORIDA TRANSCOR, INC.				5,500.00
		TOTALS FOR GAS SOUTH, LLC.				5.00
		TOTALS FOR GOLDEN X PLUMBING SUPPLY INC				3,462.64
		TOTALS FOR GOODING & BATSEL, PLLC				6,909.00
		TOTALS FOR GORMAN COMPANY				363.70
		TOTALS FOR HAVRE, CAROL J.				55.00
		TOTALS FOR HAYES, KURT A.				965.00
		TOTALS FOR HILLMAN SUPPLY COMPANY				504.75
		TOTALS FOR HOLLEY, ALEXUS S.				7.37

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/25
				TOTALS FOR HUMPHREY & SALTMARSH, PL		1,920.00
				TOTALS FOR J.M. GIBSON MECHANICAL, INC.		775.70
				TOTALS FOR KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LL		48.43
				TOTALS FOR LORDCO ENTERPRISES		39.95
				██████████		██████████
				TOTALS FOR MARTONE & ASSOCIATES, INC.		650.00
				TOTALS FOR NICHOLS, BONITA AND DARREN		2.91
				TOTALS FOR NICK NICHOLAS FORD INC		573.50
				TOTALS FOR NORTH AMERICA FIRE EQUIPMENT COMPANY		668.65
				TOTALS FOR ONLINE IMPLEMENTATION SERVICES, INC		266.80
				TOTALS FOR QUICK CARE MED, PL		975.00
				TOTALS FOR NATIONAL WASTE		261.60
				TOTALS FOR SOFTWARE HOUSE INTERNATIONAL		2,510.73
				TOTALS FOR SITEONE LANDSCAPE SUPPLY, LLC		282.48
				TOTALS FOR SNAPPY POPCORN CO INC.		194.00
				TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC		192.98
				TOTALS FOR SUNSHINE STATE ONE CALL OF FLORIDA		83.31
				TOTALS FOR SUNSHINE STATE GOLF CARTS, LLC		318.00
				TOTALS FOR SWANK MOTION PICTURES, INC		240.00
				TOTALS FOR SWEEPING CORPORATION OF AMERICA		1,660.70
				TOTALS FOR SYSCO CENTRAL FLORIDA, INC.		1,914.61
				TOTALS FOR TECHNOLOGY MANAGEMENT ASSOCIATES, INC.		300.00
				TOTALS FOR UB REFUND		130.35
				TOTALS FOR UNIFIRST CORPORATION		329.30
				TOTALS FOR W.R. WILLIAMS ENTERPRISES, INC.		1,080.21
				TOTALS FOR WASTE MANAGEMENT OF CENTRAL FL		37,303.82

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/25
REPORT TOTALS						93,578.48

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

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

June 3, 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 - *Absent*

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) Fiscal Year End 2024 Audit Report* with Finance Director Koter introducing Daniel Anderson, representative of Mauldin & Jenkins, LLC providing a presentation as the year-end audit is an essential and required critical review of the financial status and inner workings of City Government. Public entities are measured by how they collect, appropriate, invest, expense and account for monetary resources. The internal audit is to provide assurance that the City's risk management, governance, investment and internal control processes are operating effectively. This audit covers Fiscal Year 2024 (10/01/23-09/30/24). **Councilwoman Bega motioned to accept the Financial Statements, Supplementary Information and Independent Auditor Reports for year ending September 30, 2024, and authorize the documents be forwarded with all related paperwork to the Office of the State Auditor General. Seconded by Councilwoman Lizanich. The motion carried.**

PUBLIC HEARINGS / WORKSHOP

5)a) Resolution 2025-02 FY 2025 Mid-Year Budget Amendment* with City Manager Williams stating this process will amend the FY2025 Budget to correct and adjust various departmental contracts, operational expenditures, and capital projects. The total amount represented an increase of \$635,317 to the City's Fiscal 2025 budget. The increase is a result of amendments and transfers within the General, ICRA, Capital Projects, and Utility Funds. **Finance Director Koter provided answers to questions. The Public Hearing was opened.** General Fund – The impact on the General Fund was an increase in budget of \$111,863. An adjustment to sanitation revenues and expenses reflected the increased costs caused by the increased volume of customers. An adjustment was made to show the allocation of contingency funds to contractual services for Roads & Streets, and to reserves to reflect the allocation of reserve funds to

projects advanced to the current Fiscal Year to meet City needs. **Inverness Community Redevelopment Agency (ICRA) Fund** – The net impact on the ICRA fund budget was zero. Items noted included the transfer of funding to RV Campground, Community Center, and City Walk. Due to proposed changes in the legislature and shifts in the needs of the City it was deemed in the best interest to bring forward certain planned CIP items to the current fiscal year. **Capital Improvement Projects (CIP) Fund** – The impact on the CIP fund was an increase in budget of \$523,454. The changes in budget reflect an increase due to the advancement of the IGC Upgrades project to the current Fiscal Year. The upgrades needed to the Government Center will improve the ability to lease to other local entities. This project utilizes funding from other projects budgeted in addition to the use of reserves. **Utility Fund** – The net impact on the Utility Fund budget was zero. The changes in budget reflected shifts in funding related to projects built into the current budget. **Councilwoman Bega motioned to have the Clerk read Resolution 2025-02 by Title only. Seconded by Councilwoman Lizanich. The motion carried.**

RESOLUTION 2025-02

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

No one spoke for or against the Resolution.

Debbie Wheatley – Silverwood questioned the timing of the construction of the new park entrance on 41N and the proposed RV campground. Councilman Craig questioned the titling of previous and current state revenue. Councilwoman Bega questioned titling of Section 2, Lines 1 & 2. Finance Director Koter confirmed the two items had been mistitled. The first item should be Commercial Collection and the second item as Residential Collection. **The Public Hearing was closed. Councilwoman Bega motioned to adopt Resolution 2025-02, as amended regarding Section 2, by roll-call vote. Seconded by Councilwoman Lizanich. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilman Craig, yes; Councilwoman Lizanich, yes; President Davis, yes. The motion carried.**

OPEN PUBLIC MEETING

Karen Esty reported on the recent Citizens Advisory Committee of the MPO with one action item for the 2026-2030 transportation improvement program. Officers were also elected with her becoming Chair. Noted the Independence Highway sidewalk is now #1 priority. She provided details of funding and Federal guidelines.

CITY ATTORNEY REPORT

None

CONSENT AGENDA

a) Bill Listing*

- Recommendation – Approval

- b) Council Minutes* – 05/20/2025
 - Recommendation - Approval
- c) Oak Ridge Cemetery – Burial Space Buyback*
 - Recommendation - Approval

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

CITY CLERK'S REPORT

None

CITY MANAGER'S REPORT

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

- Patriotic Evening regional bands are booked and there is a huge sponsorship interest.
- Small Town Saturday Night will be June 14 with '80s tribute bands.
- IGC Upgrades – County Space Needs with City Manager Williams attending the most recent BOCC meeting. A draft lease is being reviewed by both entities for the BOCC to lease office space in the IGC. Spoke of upgrades that are needed at the IGC and met with consultants regarding the upgrades, security, etc.
- Other with City Manager referencing the current Special Legislature session going on now and the real concerns regarding property taxes, rebates, etc. Watching very closely as Home Rule is being eroded. Whispering Pines Park Admin Building rehab should be completed in the next few weeks.

COUNCIL/MAYOR SUBJECTS

Councilwoman Lizanich announced that Habitat for Humanity will be hosting a dinner on June 27 at 6:00pm and tickets are available on their website.

Council President Davis stated the Liberty Park Playground shade structures are under construction and hoping to be finished with the next few weeks.

CITIZENS NOT ON AGENDA

None

Meeting adjourned at 6:08 p.m.

City Clerk

Council President

Agenda Memorandum - *City of Inverness*

June 17, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Architectural and Aesthetic Review Committee Appointment - Alicia Schafer

CC: Susan Jackson, City Clerk, Christopher Shoemaker, Director of Community Development

Enclosures: 1. Application AARC A.Schafer

The Architectural and Aesthetic Review Committee (AARC) committee is empowered by Section 2.11 of the City of Inverness Land Development Code. The purpose, composition and member terms of the AARC are presented below followed by the applicant's related qualifications.

1. Providing a mechanism to identify and preserve the distinctive historic and architectural characteristics of Inverness which represent elements of the city's cultural, social, economic, political, and architectural history;
2. Fostering civic pride in the beauty and noble accomplishments of the past as represented in Inverness landmarks and historic areas;
3. Conserving and improving the value of property designated as historic or within historic areas; Protecting and enhancing the attractiveness of the city to home buyers, tourists, visitors, and shoppers, and thereby supporting and promoting business, commerce, industry, and providing economic benefit to the city;
4. Fostering and encouraging preservation, restoration, and rehabilitation of structures, areas, and neighborhoods and thereby preventing future urban deterioration.

The Architectural and Aesthetic Review Committee consists of seven (7) regular and two (2) alternate members appointed by the City Council. Members shall be residents of Inverness or own property in the city or be engaged in a business in the city, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the City of Inverness. The City Council shall make every reasonable effort to appoint persons with a demonstrated interest in the history or architecture of the City of Inverness, and shall attempt to include an architect, attorney, building contractor, real estate professional, banker, and a resident or owner of a historic structure.

Staff received an application for a committee member position from Alica Schafer. She has been a resident of Citrus County for 10 years and business owner of Fit Full Force Fitness Studio at 118 N. Pine Avenue since 2018. Her professional background includes 19+ years of experience in home remodeling and repair with Derek Schafer's Maintenance Services in Orange County. This work provided a foundation in construction practices and design principles resulting in successful completion of more than a dozen kitchen and bathroom projects in new construction and remodels.

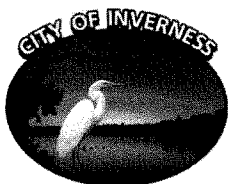
These projects were done from concept to completion, including layout planning, material selection and installation. She also has advanced skills in interior and exterior painting, and professional flooring installation with vinyl plank, laminate and tile. This hands-on experience will provide the Committee an insight as to the level of effort required by homeowners and contractors to successfully complete preservation and restoration projects. As a downtown business owner, she has a vested interest in positive outcomes for City activities.

Recommended Action

1. Motion and second to approve the appointment of Alicia Schafer to the Architectural and Aesthetic Review Committee for 4-year term starting June 20, 2025.
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
212 W. MAIN STREET • INVERNESS • FLORIDA 34450
352-726-2611
DDS@INVERNESS.GOV

APPLICATION FOR APPOINTMENT TO CITY BOARDS/COMMISSIONS

PLEASE INDICATE WHICH BOARD/COMMITTEE YOU WOULD LIKE TO SERVE:

- ☐ Planning & Zoning Commission
☐ Inverness Community Redevelopment Agency
☒ Architectural Aesthetic Review Committee
☐ Zoning Board of Adjustment

Please provide the following information:

Alicia Schafer

fitfullforce@gmail.com

Name

Email

118 N. Pine Ave Inverness, FL 34450

Mailing Address

6922 South Aloysia Ave Floral City, FL 34436

Physical Address

352-639-4348

352-639-4348

352-639-4348

Phone #

Cell #

Work #

Fit Full Force Fitness Studio

118 N. Pine Ave Inverness, FL 34450

Employer:

Employer Address:

Please provide any background information (business, personal, educational, civic) that might be useful in considering your application (A resume may be attached in lieu of this information).

Citrus County business owner since 2018. Own a business in downtown Inverness.

Certified Personal Trainer since 2004.

Are you a citizen of the City of Inverness? ☐ Yes ☒ No

If so, how long? Citrus CO. Resident for 10 years

What additional board/commissions have you served in the past?

Downtown Inverness Business Partnership, Citrus Women's Networking

Do you, or your employer, have any business dealings with the City of Inverness that may present a conflict of interest? ☐ Yes ☒ No. If yes, then how is there a conflict of interest?

When completed and filed with the City, this document is a public record under **Chapter 119, Florida Statutes**, and opened to public inspection by any person.

Applicants Signature:

Alicia Schafer

Date:

6-4-24

Return completed form:

Email: DDS@inverness.gov or mail/drop off: 212 W. Main Street, Inverness.

Per Florida Statutes 112.3145, Appointments to this board requires to file an annual Financial Disclosure Form with the Supervisor of Elections on or before July 1st each year.

Agenda Memorandum - *City of Inverness*

June 17, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Architectural and Aesthetic Review Committee Appointment - Debbie Davis

CC: Susan Jackson, City Clerk, Christopher Shoemaker, Director of Community Development

Enclosures: 1. Application AARC D. Davis

The Architectural and Aesthetic Review Committee (AARC) committee is empowered by Section 2.11 of the City of Inverness Land Development Code. The purpose, composition and member terms of the AARC are presented below followed by the applicant's related qualifications.

1. Providing a mechanism to identify and preserve the distinctive historic and architectural characteristics of Inverness which represent elements of the city's cultural, social, economic, political, and architectural history;
2. Fostering civic pride in the beauty and noble accomplishments of the past as represented in Inverness landmarks and historic areas;
3. Conserving and improving the value of property designated as historic or within historic areas; Protecting and enhancing the attractiveness of the city to home buyers, tourists, visitors, and shoppers, and thereby supporting and promoting business, commerce, industry, and providing economic benefit to the city;
4. Fostering and encouraging preservation, restoration, and rehabilitation of structures, areas, and neighborhoods and thereby preventing future urban deterioration.

The Architectural and Aesthetic Review Committee consists of seven (7) regular and two (2) alternate members appointed by the City Council. Members shall be residents of Inverness or own property in the city or be engaged in a business in the city, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the City of Inverness. The City Council shall make every reasonable effort to appoint persons with a demonstrated interest in the history or architecture of the City of Inverness, and shall attempt to include an architect, attorney, building contractor, real estate professional, banker, and a resident or owner of a historic structure.

The City received an application from Debbie Davis, who has been a resident of the City for 9 years. In 1978, she started working for the City and held various positions until appointed as City Clerk in 2003 and retiring from that position in 2016. Her work history included several projects that dealt with architectural and historical resources including the installation of plaques for historic buildings, blending the appearance of the new government center with other historical buildings in the downtown and restoration of the Valerie Theater.

Recommended Action

1. Motion and second to approve the appointment of Deborah J. Davis to the Architectural and Aesthetic Review Committee for 4-year term year starting June 20, 2025.
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

212 W. MAIN STREET • INVERNESS • FLORIDA 34450

352-726-2611

DDS@INVERNESS.GOV

APPLICATION FOR APPOINTMENT TO CITY BOARDS/COMMISSIONS

PLEASE INDICATE WHICH BOARD/COMMITTEE YOU WOULD LIKE TO SERVE:

- ☐ Planning & Zoning Commission
☐ Inverness Community Redevelopment Agency

- ☒ Architectural Aesthetic Review Committee
☐ Zoning Board of Adjustment

Please provide the following information:

Deborah J. Davis
Name

debdavis_10@hotmail.com
Email

823 Windermere Blvd, Inverness, FL 34453
Mailing Address

Same as above
Physical Address

352-212-7454
Phone #

352-212-7454
Cell #

N/A
Work #

Retired
Employer:

Employer Address:

Please provide any background information (business, personal, educational, civic) that might be useful in considering your application (A resume may be attached in lieu of this information). *(see form attached)*

Employed by City of Inverness in 1978, retiring as City Clerk in 2016. Been involved w/ City projects, City history, etc. and have an eye for Aesthetic Appropriateness.

Are you a citizen of the City of Inverness? ☒ Yes ☐ No If so, how long? 9 yr.

What additional board/commissions have you served in the past? Boys & Girls Club & Rotary Club of Downtown Inverness

Do you, or your employer, have any business dealings with the City of Inverness that may present a conflict of interest? ☐ Yes ☒ No. If yes, then how is there a conflict of interest? _____

When completed and filed with the City, this document is a public record under **Chapter 119, Florida Statutes**, and opened to public inspection by any person.

Applicants Signature: Deborah J. Davis

Date: 5/23/25

Return completed form:

Email: DDS@inverness.gov or mail/drop off: 212 W. Main Street, Inverness.

Per Florida Statutes 112.3145, Appointments to this board requires to file an annual Financial Disclosure Form with the Supervisor of Elections on or before July 1st each year.

Deborah Davis
debDavis_10@hotmail.com
352-212-7454

Architectural/Aesthetic History

Throughout my career, I was continually involved with architectural/Aesthetic historical aspects of the City.

To name a few examples, I oversaw the presentation of Historic Plaques throughout the downtown, placing 2-3 plaques on Buildings each year.

Was involved with implementation of historic and operational aspects of the Inverness Government Center, to include the blending in of the building historical appearance with other historical buildings in the Downtown, ie; Historical Courthouse, Masonic Building, and original High School, now part of the Hospital real estate

Very involved with the restoration project of the Valerie Theatre. Input on various internal decor of the Theatre and close involvement with the Valerie Theatre family, obtaining historical information, to include some of the pieces in the displays at the entrance. Most recently, met with the great granddaughter & great great grandson of Pearl Maddox, the originator of the Theatre, when they came to a recent Elvis Show, which was actually the 10th anniversary of the Ribbon cutting of the restored Theatre.

**Deborah J. Davis, City Clerk
City of Inverness**

Deborah first joined the City of Inverness in September of 1978, as a Clerk/Cashier at City Hall. In 1986, she transferred to Parks & Recreation as a Staff Assistant, until her promotion in 1992, to Administrative Secretary to the City Manager & Asst. City Manager. In July 1993, she was promoted to Executive Secretary/Deputy Clerk, also performing the duties of Personnel Administrator until her appointment to City Clerk in June of 2003.

Ms. Davis attended Broward Community College, and has acquired her job knowledge through various seminars, technical training, and 25 years of governmental job experience. Locally, she has been affiliated with Team Mom for Inverness Little League, Asst. Coach and Team Mom for the E. Citrus Soccer League, member of PTA, Project Graduation, and the Citrus High School Football Team Booster Club. She is also a member of the 1st Baptist Church of Inverness. Ms. Davis currently serves on the Withlacoochee Technical Institute Advisory Board, and volunteers for various community organizations. She has also been involved in the creation and implementation of the "1st Annual Great American Cooter Fest", as well as other major annual city events. Ms. Davis is a member of the International Institute of Municipal Clerks, the Florida Association of Municipal Clerks, and the Florida Public Personnel Association. Ms. Davis received her certification as a Public Personnel Professional in July of 2001, and is currently working toward obtaining certification as a Certified Municipal Clerk in 2005.

The City of Inverness

Agenda Memorandum - *City of Inverness*

June 17, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Ordinance 2025-849 - Utility Liens - First Reading

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

Enclosures: 1. Economic Impact Statement - Ord. 2025-849
2. AM Ordinance 2025-849 Utility Liensv.1

This evening, Council is being presented the first reading of Ordinance 2025-849. This ordinance is a modification to City Ordinance Chapter 22, Section 93. Section 93 of the Code of Ordinances relates to the payment of fees and bills issued monthly for services provided. The modification is to clarify the process and fees related to the issuance and release of liens on properties for unpaid bills. This modification to define the lien process is in alignment with Florida Statutes.

It is recommended that Council approve the ordinance, as presented on first reading. If approved this evening the matter will be brought back for consideration for final adoption at the July 1 meeting for Council.

Recommended Action –

1. Allow staff to present
2. Motion, Second, and Vote to read Ordinance 2025-849 by title only
3. Deliberate the matter
4. Motion, Second, and vote to adopt Ordinance 2025-849 on first reading by roll call

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

Eric C. Williams

Business Impact Estimate

This form is to be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Inverness website by the time notice of the proposed ordinance is published.

Ordinance 2025-849 Utility Liens

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Inverness is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City of Inverness is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Inverness hereby publishes the following information:

1. Summary of the proposed ordinance.

¹ See Section 166.041(4)(c), Florida Statutes.

The ordinance is an update to clearly define the process of issuance of liens on properties for unpaid bills.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Inverness, if any: N/A

(a) An estimate of direct compliance costs that businesses may reasonably incur:

Businesses will experience twenty dollars (\$20.00) in lien related fees for each occurrence of a lien placement.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No new charges, clarification on the Ten Dollar (\$10.00) Lien Filing Fee & Ten Dollar (\$10.00) Lien Release Fee to be paid by customers that incur liens filed on their property for unpaid bills.

(c) An estimate of the City of Inverness regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The City incurs ten dollars (\$10.00) in costs for every item filed with the Courts. This is covered by the ten-dollar (\$10.00) lien filing fee and ten-dollar (\$10.00) lien release fee.

3. Good faith estimates of the number of businesses likely to be impacted by the proposed Ordinance:

Unable to be determined. Most customers for which liens would be placed are residential customers. However, it is possible for a business to incur lien placement and fees.

Additional information the governing body deems useful (if any):

This only impacts business that own their parcel and have unpaid bills that have become subject to termination of services.

ORDINANCE NO. 2025-849

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING SECTION 22-93 OF THE CITY'S CODE OF ORDINANCES ENTITLED PAYMENT OF FEES AND BILLS REQUIRED TO ADD CLARIFICATION ON PLACEMENT OF LIENS ASSOCIATED WITH PAYMENT OF BILLS; PROVIDING FOR SEVERABILITY AND INTERPRETING THIS ORDINANCE; PROVIDING FOR INCLUSION INTO THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INVERNESS,
THIS _____ DAY OF _____, 2025 AS FOLLOWS:

Section 1. Section 22-93 of the Code of Ordinances entitled "Payment of fees and bills required" is hereby amended as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 3. Inclusion in the Code of Ordinances. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the City of Inverness as an addition, or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code of Ordinances.

Section 4. Effective Date. This ordinance shall become effective immediately upon its adoption.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on the _____ day of _____, 2025.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on the _____ day of _____, 2025.

CITY OF INVERNESS, FLORIDA

Gene Davis, Council President

Robert Plaisted, Mayor

ATTEST:

Susan Jackson, City Clerk

Approved as to form and correctness:

James Hartley, City Attorney

EXHIBIT A

Sec. 22-93. Payment of fees and bills required.

- (1) Monthly bills for charges and fees shall be issued by the City to customers on the last business day of the month. Such bills shall be due and payable immediately upon receipt. Bill balances that remain unpaid at the close of the City's business day on the twentieth day of the month following billing will be considered past-due and are subject to a late penalty fee of fifteen dollars (\$15.00). Late fees will be applied on the twenty-first day of the month on accounts with past due balances greater than fifty dollars (\$50.00). However, should the twentieth day of the month fall on a Saturday, Sunday, or legal holiday as defined in the F.S. § 683.01, or any local holiday declared by the City, the customer shall have until the close of the City's next business day to pay said the balance without late penalty fee.
- (2) Past due balances, plus applicable late fees, that are not paid by the issuance of the next month's bill (current bill) may be subject to discontinuation (shut-off) of services and shut-off fees. The current bill will list the past due balance (including late fees) and date of shut off in addition to the current charges. Payment of past due balances, plus the late penalty fees, are due by 5:00 p.m. the day before the shut-off date listed on the current bill. The shut-off date should be no earlier than the 8th of the month following the current bill. Current charges remain due in accordance with Sec 22-93(1). If the past due balance, plus the late penalty fee, is greater than fifty dollars (\$50.00) and is not paid by the shut off date listed, the City shall schedule discontinuation of services. Shut offs will be scheduled the morning of the date listed on the bill. All customers scheduled for shut-off will be charged a service fee in accordance with Sec 22-93(3).
- (3) A forty-dollar (\$40.00) shut-off service fee will be charged for shut-off services fully provided during regular business hours; Monday—Friday 8:00 a.m.—5:00 p.m., excluding City recognized holidays. A sixty-dollar (\$60.00) service fee will be charged for shut-off services that occur, in full or in part, outside of regular business hours.
- (4) Once scheduled for shut-off, a customer's service shall be reinstated only after full payment of all charges currently owed, inclusive current balance, past due balance, penalties, fees, and additional deposits required pursuant to the procedures set forth in section 22-92(d). Reinstatement of services is included as a part of shut-off service fee charged. Please reference Sec. 22-93(3) regarding hours of services.
- (5) Properties that meet the criteria for scheduling of shut-off and remain unpaid through an additional bill cycle become subject to filing of liens on property. In accordance with Florida Statutes, liens must be placed against property owners and cannot be placed against tenants. Once a property qualifies for filing of lines with the courts, a letter will be mailed notifying the owner to the City's intent to lien. Owner will then have one month to pay the balance in full, inclusive of all charges and fees, to avoid issuance of lien. Account that are not paid in full within the indicated time will be subject to a ten-dollar (\$10.00) lien filing fee and ten-dollar (\$10.00) lien release fee. All account balances, including the lien filing and release fees, must be paid in full prior to the release of lien. Properties with liens remain subject to the charges and fees as established in City ordinances. The policies established by the City in relation to placement of liens is in accordance with F.S. 180.135.
- (65) A twenty-dollar (\$20.00) service fee will be charged for turning water on Monday—Friday 8:00 a.m.—5:00 p.m., excluding City recognized holidays, with the exception of new water connections and delinquent reinstatements as set forth above. New water connections are those for which a new or used meter is installed for a customer, reference Sec. 22-91(a). A forty-dollar (\$40.00) service fee will be charged for turning water on after 5:00 p.m. Monday—Friday, holidays or weekends.
- (76) A twenty-dollar (\$20.00) service fee will be charged for turning water off Monday—Friday, 8:00 a.m.—5:00 p.m., excluding City recognized holidays, with the exception of delinquent reinstatements as set forth above. A forty-dollar (\$40.00) service fee will be charged for turning water off after 5:00 p.m. Monday—Friday, holidays or weekends.
- (87) If a utility customer pays for services by any form of payment that is returned, the City will not consider this as payment to the balance due. Any payment that is returned shall be subject to a return fee in accordance with the provisions of F.S. § 166.251, as may be amended from time to time. Schedule of return fee amount is listed below. This imposition of a return-fee will be in addition to any late payment fee that may be charged to the customer for the delinquent payment of the utility account.

Value of Returned Payment	Return Fee Amount
\$0.01-50.00	\$25.00
\$50.01-300.00	\$30.00
\$300.01-800.00	\$40.00
Greater than \$800.00	5% of value of returned payment

PUBLIC NOTICE OF PROPOSED ENACTMENT

NOTICE is hereby given by the City Council of the City of Inverness, Florida that pursuant to Chapter 166.041, Florida Statutes, Public Notice is hereby given by the City Council of the City of Inverness that an ordinance entitled:

ORDINANCE NO. 2025 – 849

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING SECTION 22-93 OF THE CITY'S CODE OF ORDINANCES ENTITLED PAYMENT OF FEES AND BILLS REQUIRED TO ADD CLARIFICATION ON PLACEMENT OF LIENS ASSOCIATED WITH PAYMENT OF BILLS; PROVIDING FOR SEVERABILITY AND INTERPRETING THIS ORDINANCE; PROVIDING FOR INCLUSION INTO THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

will be considered for adoption by the City Council in Council Chambers at 212 West Main Street at 5:30 PM or as soon thereafter the matter can be heard on the following date.

Adoption Public Hearing – Tuesday, July 1, 2025

All interested parties may appear at the meeting and be heard with respect to the proposed Ordinance.

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

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

Attest: _____
City Clerk

President of City Council

Agenda Memorandum - *City of Inverness*

June 17, 2025

TO: Elected Officials

FROM: Rob Pell, Assistant Public Works Director

SUBJECT: Ella Ave/Turner Camp Rd Right of Way Drainage and Protection Project

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

Enclosures: 1. Turner Camp Guardrail concept

As Council is aware, there have been issues with illegal parking and waiting within the right of way (ROW) for Ella Ave/Turner Camp Rd for a number of years related to the traffic associated with Inverness Middle School. Based on previous Council discussion and direction, staff has worked with the school system to bring awareness to the matter and garner resolution to include needed accommodations upon the school's property to address the issue. In order to support and deter further misuse of the aforementioned ROW, the City will be making certain modifications and improvements to the ROW to include repair of drainage areas and reclamation/protection of roadway edge.

The City had the area evaluated by a professional engineer for the needed improvements and repairs. Their recommendation is to reclaim the drainage swales within the ROW and install a low-speed guardrail system. The guardrail system will serve multiple functions and will extend some 1300 feet as shown on the attached. It will prevent vehicles from leaving the roadway and damaging the drainage swales, providing a safety barrier for pedestrians on the sidewalk, and will eliminate the unauthorized parking that has been occurring. Additionally, wood rail fencing will be added to a portion of the Railroad St ROW to deter similar misuse in conjunction with this project.

This project is in keeping with the goals and objectives of the City's Road Improvement Program and will be accomplished through a combination of City staff accomplishing the work directly and certain elements being installed by a qualified vendor. Given the majority of the improvements are within the scope of the previously considered road improvement program of the City, it is being brought forward for Council review and consideration in specificity to the guardrail system, which has an estimated cost of \$40,000, which would be funded from surplus funds from projects completed under budget within the current CIP. It is recommended that Council allow staff to present information about the project and approve the project to proceed inclusive of the guardrail system as presented. The project would be completed prior to the start of the upcoming school year.

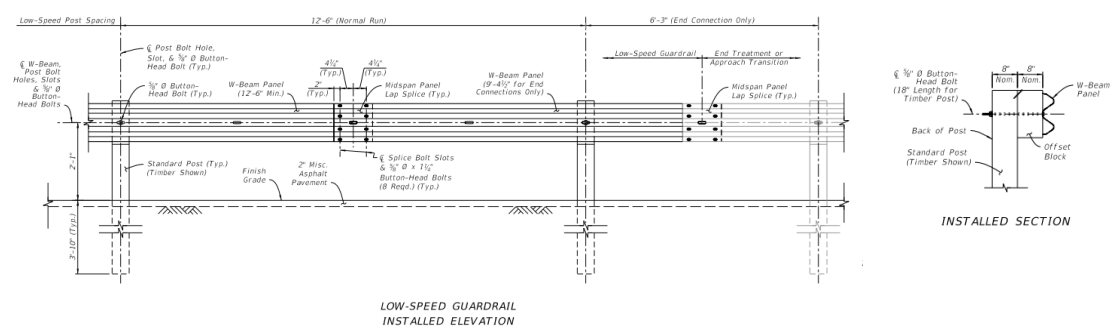
Recommended Action:

1. Allow staff to present
2. Motion and Second to approve the project as presented and authorize the City Manager to proceed.
3. Deliberate the matter
4. Vote the matter

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

Eric C. Williams

Installation of Guardrail Kiwanis Building



Example of Guardrail Placement

Installation of Guardrail as shown



Agenda Memorandum - *City of Inverness*

June 17, 2025

TO: Elected Officials

FROM: Rob Pell, Assistant Public Works Director

SUBJECT: Wastewater Treatment Plant Back-Up Generator - Emergency Repair

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

Enclosures: 1. CITY OF INVERNESS RADIATOR REPLACEMENT 25
2. City of Inverness 90 day1000kw

The City's current Wastewater Treatment Plant was opened in 2010 and designed to operate 24 hours a day/7 days per week. To maintain compliance it was required to have full back up power generation in the event of a loss of power. A new standby generator was installed in 2009 as part of the construction. Upon routine inspection, a catastrophic failure in the coolant system was discovered that requires immediate repair and replacement of certain components.

The generator is some 16 years old, and a new component replacement is not available. An attempt to make an onsite repair was ruled out, and it was determined that the coolant system would need to be disassembled and shipped to an offsite facility for refurbishment. The refurbishment includes a one-year warranty, which is the same warranty for new components.

While the generator itself is aged, it is not beyond its useful service life. A replacement of the entire generator system would be 3 to 4 times the cost of the required repairs. Even when considering the annual cost of maintaining the current generator, it would take some 10 years to approach the estimated replacement cost of a unit. As such, staff recommend repair in lieu of total generator replacement.

In an effort to get the most favorable pricing, the Public Works Department received two estimates from companies that are qualified to make the necessary repairs, and quotes for a generator rental for the interim period while repairs are made. The estimated time for repair is 90 days from notice to proceed. This is an emergency issue and staff recommends Council approve the bids from Ring Power (see attached) for both the repair and the generator rental and with funding from the Utility Equipment Reserve in the amounts of \$95,023.25 and \$95,173.08 respectively.

Recommended Action:

1. Allow staff to present
2. Motion and Second to approve Ring Power's quotes for the necessary cooling system repairs and generator rental at \$95,023.25 and \$95,173.08 and authorize the City Manager to proceed as presented.
3. Deliberate the matter

4. Vote the matter

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

Eric C. Williams
City Manager

CITY OF INVERNESS
212 W MAIN ST
INVERNESS FL
32650-4855

PER YOUR REQUEST, WE HAVE ESTIMATED REPAIRS ON THE MACHINE LISTED BELOW. A REPAIR DESCRIPTION WITH LABOR AND/OR PARTS IS ATTACHED. UPON DISASSEMBLY OF THE COMPONENT(S) TO BE REPAIRED, ADDITIONAL PARTS AND LABOR MAY BE NECESSARY. IF SO, A QUOTE FOR ADDITIONAL REPAIRS WILL BE FORWARDED TO YOU FOR APPROVAL. NOTE: AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY SHOULD SIGN AND RETURN THIS REPAIR ESTIMATE. ONLY UPON RECEIPT OF THE SIGNED ESTIMATE WILL REPAIRS BE PERFORMED. A PURCHASE ORDER NUMBER SHOULD BE SUPPLIED IF REQUIRED BY YOUR COMPANY.

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
003379	140618	6/11/2025	ROB PELL
PHONE NO.	FAX NO.	EMAIL	
352-400-9910			
MODEL	MAKE	SERIAL NO.	
7465514	CUMMINS	K080221770	
UNIT NO.	HOURS	WO NO.	P.O. NO.
	1105		
NOTE			
- RING POWER WILL PROVIDE TECHNICIANS AND CRANE EQUIPMENT TO PREP, DISCONNECT, AND REMOVE ENCLOSURE FOR ACCESS TO LEAKING RADIATOR. - ONCE EXISTING FAILED RADIATOR IS REMOVED, ENCLOSURE WILL BE SET BACK UNTIL NEW REPLACEMENT RADIATOR ARRIVES. - ONCE NEW REPLACEMENT ARRIVES, RING POWER WILL INSTALL NEW RADATOR, PERFORM PROPER TESTING OF UNIT, AND REINSTALL ENCLOSURE AND FUEL SUPPLY LINES. - INSPECT ALL ENCLOSURE FITTINGS TO ENSURE IT IS PROPERTLY SEALED AND CLEAN UP JOBSITE BEFORE LEAVING.			

TRAVEL TO/FROM TRAVEL TIME & MILEAGE (056 9011)

Total Estimated Labor: 2,896.00
Total Estimated Misc: 1,280.00

REMOVE & INSTALL RADIATOR (010 1353)

Total Estimated Parts: 1,877.96
Total Estimated Labor: 11,584.00
Total Estimated Misc: 82,070.73

CREDIT TO REPAIR TOTAL (665 9900)

	Total Estimated Misc:	-4,985.44
	Total Segments:	94,723.24
ENVIRONMENTAL/MISCELLANEOUS		300.00
SUB TOTAL (BEFORE TAXES)		95,023.25
TOTAL ESTIMATE		95,023.25

I hereby authorize the above repair work to be done along with the necessary materials. Ring Power Corporation and it's employees may operate above equipment for purposes of testing. Inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Ring Power Corporation is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten days after work completion. The cost of labor and parts in determining any estimate shall be borne by the customer.

PO#: _____ Authorized Name: _____ (signature)

Date: _____ (print)

Thank you for this opportunity to serve your company

CONTACT INFORMATION:

Prepared by: Cody Brinkman Phone: 9806215656 Email: Cody.Brinkman@RingPower.Com Fax:

JOB SITE: WATER PLANT -

SCOTT

-This estimate is made subject to buyer's acceptance within (10) ten days from this date
-All prices are subject to change without notice, and those in effect on date of shipment shall prevail
-Terms are Net 30 Days from receipt of invoice
-Estimate excludes sales tax, incoming freight, environmental and additional charges for parts/labor not included in the above mentioned.
-Customer will be contacted should estimate exceed 10%

THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **AUTHORITY TO PERFORM REPAIRS** It is understood that, "upon receipt" of any item of equipment for repair, maintenance or other work, Ring Power may examine the item of equipment as to work which Ring Power may suggest to be performed in addition to whatever work, if any, might have been requested by customer. All work (requested by customer or suggested by Ring Power) to be noted on a form as supplied by Ring Power.
 - a. **Time and Material Work** - Ring Power will proceed with the work agreed upon at current labor and parts prices.
 - b. **Firm Price** - If requested, a firm price in writing will be given to the customer for labor and/or parts to do specific repair. Any agreed upon repair order not covered by a firm written quotation will be billed at current time and material prices
 - c. **Unforeseen Problems or Additional Repairs** - In the event that during the course of the Work, additional repair work is found to be necessary pursuant to Ring Power's examination and inspection of the Equipment, then in such event Ring Power will attempt to communicate with the Customer as to the additional repair work; provided, however, that in the event Ring Power is unable to communicate with the Customer, then Ring Power, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with the Customer. In the event the Customer consents to the additional repairs, Ring Power shall have the right to proceed with the repair of the same without further communication with the Customer and any and all additional repairs will be charged to the Customer at current time and material prices.
2. **HOLD HARMLESS AGREEMENT FOR CUSTOMER PARTICIPATION IN SERVICE WORK** - In the event customer or customers' personnel assists our mechanics in performing service work, customer agrees to hold harmless and fully indemnify Ring Power for injuries or damages to anyone arising out of customer assisting Ring Power personnel in servicing or repairing customer's equipment.
3. **WARRANTY INFORMATION** - Ring Power warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Ring Power's obligation under this warranty shall be limited to the repair or replacement at Ring Power's premises of those new parts previously installed or labor previously performed demonstrated to be defective. SUCH REMEDY SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND CUSTOMER HEREBY AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) SHALL BE AVAILABLE TO CUSTOMER. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUBSTANDARD REPAIR WORK MAY BE PERFORMED UPON REQUEST OF CUSTOMER AND ACCORDING TO CUSTOMER'S INSTRUCTIONS BUT SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.
4. **PAYMENT** - Customer will make payment for services rendered by Ring Power pursuant to this work order at such times and in such manner as may be prescribed by Ring Power. In the event of nonpayment by a customer, the cost incurred by Ring Power in collecting the indebtedness, including attorney's fees and expenses, both in the trial court and on any and all appeals, with interest at the maximum rate allowed by law from date of expenditure, shall be added to the principal amount of the indebtedness owed to Ring Power. These provisions are not exclusive and Ring Power may elect other remedies at law and at equity.
5. **RISK OF LOSS** - Ring Power carries an Equipment Floater Insurance Policy covering all risk (except war, wear and tear, etc.) for the current value (replacement cost less depreciation) on customer's equipment in Ring Power's custody or control. All risk of loss and damage not covered in above policy shall be borne solely by its owner.
6. **SEVERABILITY CLAUSE** - Any provisions of this Agreement found to be prohibited by law shall be immediately ineffective to the extent of such prohibition without invalidating the rest of this Agreement.
7. **APPLICABLE LAW** - This Agreement shall be deemed to be governed by the laws of the State of Florida.

Ring Power®

Rental Quote

Quote Q06910

Power Systems Division10421 FERN HILL DRIVE, RIVERVIEW, FL 33578
TAMPA PSD 813 671 3700Date Out: **06/16/2025 Mon**
Est. Date In: **09/14/2025 Sun**
Delivery Date: **06/16/2025 Mon**Bill to: Customer: **003379**
CITY OF INVERNESS
212 W MAIN ST
INVERNESS FL 32650-4855Jobsite: **1000KW WWTP**
Contact: **ROBERT PELL**
Phone: **352-726-2321**
INVERNESS WWTP
3900 S FLORIDA AVE
INVERNESS FL 32650-4855
CITRUS - 09Order By: **ROBERT PELL**Sales Rep: **ROGER HARDY - PSD RENTAL**
PO #:

QTY	DESCRIPTION	DAY	WEEK	MONTH
-----	-------------	-----	------	-------

Rental Items

1.	XQ1000 POWER MODULE	Single Shift	\$1,642	\$4,925	\$0	\$59,094
	Voltage:	277/480v, 3 phase				
	Frequency:	60 HZ				
	Fuel Capacity:	1250gal				
	HRS ALLOWED:	8/40/176				

45.	50' 4/0 CABLE GEN	\$14	\$42	\$0	\$22,680
45.	CAMLOK FEMALE TAIL EYELET GEN	\$2	\$7	\$0	\$3,780
45.	CAMLOK MALE TAIL BARE ENDS GEN	\$3	\$10	\$0	\$5,400
1	SHORE POWER CORD	\$0	\$0	\$0	\$0
1	AUTO START & STOP CORD	\$0	\$0	\$0	\$0

Miscellaneous Items

1	ENV FEE	2.00 %	1,819.08
1	DELIVERY	1,200.00 each	1,200.00
1	PICK UP	1,200.00 each	1,200.00

..... THANK YOU FOR YOUR BUSINESS!.....
QUOTE DOES NOT INCLUDE CONNECTING OR DISCONNECTING
CUSTOMER MUST FUEL GENERATOR AS NEEDED
FUEL LEVEL MUST BE AT THE SAME LEVEL AS WHEN IT WAS DELIVERED**Total: 95,173.08****AGREEMENT AND ACKNOWLEDGEMENT**

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE TERMS AND CONDITIONS OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

LESSEE SIGNATURE X _____ DATE _____

SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA**ACCEPTED: RING POWER CORPORATION**

PRINT NAME _____

BY (LESSOR) Roger Hardy

TITLE _____

DATE 5/30/2025**ORIGINAL** Terms and Conditions continued on the backside of this Rental Agreement

Printed on Wednesday, June 11, 2025 12:18:10 PM by RHARDY

Q 06910

Page 1 of 3

Page 35 of 38

- RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS OTHERWISE STATED
SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 176 HRS / 4 WEEKS
DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 352 HRS / 4 WEEKS
TRIPLE SHIFT = UNLIMITED USAGE
- The customer is responsible for installation, removal, and maintenance of all equipment.
- The pricing set forth in this quote is valid for thirty (30) days, after which this quote expires.
- Ring Power requires the customer to provide certificate of insurance showing PROPERTY DAMAGE coverage for rented/leased equipment for the replacement value of the equipment.
Ring Power needs to be added as additional insured and loss payee, as well named as certificate holder.
If customer elects not to provide property damage coverage there will be an additional monthly charge of 14% for our Fire, Theft, and Vandalism Waiver.
- All emergency and Storm related rentals will be charged at the Unlimited Usage rate and will carry a minimum charge as outlined on the schedule below:
35-400 kW (1) week minimum charge at the unlimited rental rate
401- 2000 kW (2) week minimum charge at the unlimited rental rate

QUOTE

TERMS AND CONDITIONS

RING POWER CORPORATION (and its affiliates), a Florida corporation, Lessor, and Lessee, enter into the following Lease Agreement (the "Agreement").

- 1. RENTAL:** Lessor rents to Lessee machinery, equipment and other personal property referred to as "Equipment." This agreement is for rental only and nothing herein contained shall be construed as conveying to the Lessee any right, title or interest in or to the Equipment, except the right of possession and use as a Lessee. The rental of the Equipment shall not be construed as an offer to sell the Equipment. It is understood and agreed that rentals paid will not apply toward a subsequent purchase of the Equipment unless an agreement in writing is made by Lessor and Lessee prior to delivery of the Equipment. Lessee agrees to indemnify, protect, and hold harmless the Lessor, its agents, successors and assigns against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatever nature, including property damage, personal injury, or strict liability arising out of the use, transportation, condition, or operation of any Equipment. The terms and conditions of this Agreement are incorporated into all other leases executed by Lessee.
- 2. ACCEPTANCE AND RETURN OF EQUIPMENT:** The Equipment is the property of Lessor, and is in good repair and mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in good repair and mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or be deemed to have waived any such claim. Risk of loss to the Equipment shall pass to the Lessee when the Equipment leaves the Lessor's yard. In the event the Equipment is damaged during the term of this Lease, the Lessee shall at its own expense maintain the Equipment in good working order and condition. The Lessee is responsible for all repairs on the Equipment. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, to the rental location on the day specified or sooner if demanded by Lessor.
- 3. CHARGES:** Lessee shall promptly pay no later than thirty (30) days from the date of the invoice at the Lessor's Address set forth in the Agreement all rental and other charges, including but not limited to time, mileage, service, repairs, minimum delivery, pick-up and fuel. Acceptable forms of payment include: EFT, wire, credit card, company check, certified check, money order, cash. If payment is made with a credit card the lessee asserts that a signature authorizing the sale is not specifically required to constitute the sale. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one-shift use (8 hours per day, 40 hours per week, 176 per month. Double-shift use will incur a charge of one-and-a-half (1-1/2%) times the hourly rate and triple-shift use will incur a charge of two (2) times the hourly rate. Rentals are F.O.B. at Lessor's Rental Office. Shipping charges from such location to destination and return all transportation loading, unloading, assembling and dismantling costs shall be paid by Lessee and the Lessee further agrees that it is the Lessee's responsibility to provide competent and adequate labor and auxiliary equipment, including rigging, for purposes of assembly and/or disassembly of the Equipment. Lessee shall remain liable for rent under this agreement, and rent shall continue to be charged, for damaged Equipment until the Equipment is repaired to the same condition as received by Lessee. In the event of the loss or destruction of the Equipment or any of its accessories for any reason, or the failure to return the same for any reason, Lessee shall promptly pay Lessor the fair market value at the time of the loss plus all past due rent. No credit shall be given for non-working days and the Lessee shall not be entitled to abatement, reduction of or set off against rent for any reason whatsoever.
- 4. USE OF EQUIPMENT:** Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. At no time shall the Equipment ever be used in or near salt water. In any event, the Equipment shall not be removed from the continental United States. Lessee shall notify Lessor, prior to moving Equipment from its place of business or the job site as set forth in this Agreement, of the location and project to which the Equipment is relocated and the date(s) the Equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises).
- 5. SERVICE:** Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment including but not limited to: checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly; repair and replacement of all friction materials, clutches, brakes and under carriage components, drive sprockets, crawler chains, idlers, pins, pads, rub rails, rollers and bushings.
- 6. LIABILITY:** Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this Agreement. LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR THE RETURN OF THE EQUIPMENT. THIS AGREEMENT DOES NOT TERMINATE UNTIL THE EQUIPMENT IS RECEIVED IN GOOD CONDITION AT LESSOR'S RENTAL OFFICE.
- 7. INSURANCE:** Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of general liability with a limit of at least \$1,000,000 with bodily injury and death liability limits of at least \$1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment. Also at Lessee's expense, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by Ring Power. Lessee shall furnish Lessor a certificate of such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne.
- 8. COMPLIANCE WITH LAW:** Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense, including Lessor's reasonable attorney's fees, resulting from actual or asserted violations of any such laws.
- 9. VENUE AND CHOICE OF LAW:** This Agreement shall be controlled by the laws of Florida. The Lessee specifically agrees to personal jurisdiction in the State of Florida and agrees that venue for all actions related to the Agreement or actions related to the Equipment of any kind will be brought in a state court of competent jurisdiction in Jacksonville, Duval County, Florida or St. Augustine, St. Johns County, Florida.
- 10. DEFAULT:** An event of default shall occur if: (a) Lessee fails to pay rent and such failure continues for a period of five (5) days; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.
- 11. REMEDIES:** All delinquent rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, or if Lessor for any reason deems itself insecure, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may, (a) enter premises where Equipment is located and render same inoperative or remove Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of retaking; (d) accelerate the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment, for loss of use or for any loss or damage to the Equipment; and (f) collect from Lessee the cost to repair or refurbish the Equipment. Upon the occurrence of any event of default, Lessee agrees to pay all costs of collection and expenses, which may be incurred by Lessor, including reasonable attorney's fees, to enforce any right provided in the Agreement.
- 12. DISCLAIMER OF WARRANTIES:** LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.
- 13. NOTICES:** Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.
- 14. SPECIAL PROVISIONS:**
- a.) LESSEE'S GENERAL RESPONSIBILITY: Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment and/or its return in the same condition in which received, ordinary wear and tear excepted.
- b.) SUBROGATION: In the event of any loss or damage to the Equipment, Lessor shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.
- c.) FIRE, THEFT AND VANDALISM WAIVER ("FTV")**: At Ring Power's option, FTV may be offered. If offered and accepted by Lessee, the "Fire, Theft and Vandalism Waiver" option ("FTV") is not insurance. The FTV option may be accepted by the Lessee only at the commencement of the rental term by Lessee initiating the "ACCEPTS FTV" addendum on the rental invoice and by Lessee paying the additional charges specified therein. The FTV option is not available for over the road vehicles, Cranes, Machines in Mowing and Mulching Applications. If the Lessee accepts the FTV option and the Lessee fulfills all terms, conditions and provisions of this Agreement including making of all payments required, time being of the essence, then Lessor agrees to waive the Lessee's liability to Lessor for loss or damage to the equipment due to the specific perils relating to Fire, Theft and Vandalism exceeding the larger of the following applicable amounts: (a) \$500 per item of equipment; or (b) triple the monthly rental charge in effect on the date of this agreement, per item of equipment, without regard to the rental period of this agreement. **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage.
- d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.
- e.) The Lessee and Lessor agree that the prevailing party shall be entitled to a reasonable attorney's fee for any dispute regarding this Agreement.
- f.) This Agreement may be executed in multiple counterparts. Facsimile signatures of each party's authorized representative shall be deemed to be binding upon such party.
- g.) THE LESSEE SPECIFICALLY AGREES TO WAIVE ALL RIGHTS TO A JURY TRIAL IN THE STATE OF FLORIDA.
- h.) AUTHORIZED OPERATORS. CUSTOMER shall only permit individuals to operate a piece of Equipment if that individual possesses the necessary experience, training, certification and/or licensure to safely do so. CUSTOMER releases, holds harmless and will indemnify Ring Power Corporation, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's lack of such experience, training, certification and/or licensure.
- i.) SAFETY EQUIPMENT. CUSTOMER will require any and all operators of Equipment to wear or use proper safety equipment, including but not limited to any harnesses or personal protective equipment, that a reasonable operator would use while operating such Equipment, or as recommended and/or required by the operator's manual for the Equipment. CUSTOMER will release, hold harmless and indemnify Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability, resulting from, or allegedly resulting from, an operator's failure to wear or use such safety equipment.

Initials: _____

Agenda Memorandum - *City of Inverness*

June 17, 2025

TO: Elected Officials

FROM:

SUBJECT: Project and Program Updates

- Budget Development
- Patriotic Evening
- Other

CC:

Enclosures:

Project and Program Updates

- County-City Emergency Potable Water Interconnect Completed
- Other