AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
July 15, 2025 - 5:30 PM

NOTICE TO THE PUBLIC
Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

Accommodation for the disabled (hearing or visually impaired, etc.) may be arranged with advance notice of seven (7) days before the scheduled meeting, by dialing (352) 726-2611 weekdays from 8 AM to 4 PM.

ENCLOSURES*

1) INVOCATION, PLEDGE OF ALLEGIANCE & ROLL CALL

2) PLEASE SILENCE ELECTRONIC DEVICES

3) ACCEPTANCE OF AGENDA

4) PRE-SCHEDULED APPEARANCES / RECOGNITIONS

5) PUBLIC HEARINGS / WORKSHOPS

a) Public Hearing - Ordinance 2025-849 - Utility Liens - Final Adoption

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* - 07.01.2025

9) CITY CLERK'S REPORT

10) CITY MANAGER’S REPORT

a) Annual Road Improvement RFP 2025-01-PW Bid Award

b) Trim Notice - Tentative Millage Rate (REVISED)

c) Interlocal Agreement for Enhanced Law Enforcement Services

d) Resolution 2025-04 Residential Sanitation Rate - Fiscal Year 2026

e) Commercial Sanitation Rates - Fiscal Year 2026

f) Interlocal Agreement for Solid Waste Disposal - Renewal

g) Project and Program Updates

- Cootertober
- Playground Shade
- Budget Development
- 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***

Ribbon Cutting – Citrus Infusion & Injection Center
Thursday, July 17, 2025 @ 4:30pm
906 Eden Drive, Inverness

Market at the Depot
Saturday, July 19, 2025 from 9:00am – 1:00pm
Depot Pavilion

Xfinity Concert
Friday, June 25, 2025 from 5:00pm – 9:00pm
Depot Pavilion

Market at the Depot
Saturday, August 2, 2025 from 9:00am – 1:00pm
Depot Pavilion

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

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

July 15, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Public Hearing - Ordinance 2025-849 - Utility Liens - Final Adoption

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

Enclosures:
1. Economic Impact Statement 2025-849
2. Ordinance 2025-849 Utility Liens
3. Public Notice of Hearing

This evening, Council is being presented the second reading of Ordinance 2025-849. A first reading of this ordinance was brought to council on July 1st. 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 Statues.

It is recommended that Council approve the ordinance, as presented on second reading. If approved this evening, the matter will be finalized and updates will be implemented into the City Ordinances.

Recommended Action –

1. Open the Public Hearing
2. Allow staff to speak/present
3. Motion, Second, and Vote to read Ordinance 2025-849 by title only
4. Allow Public Comment - Those For
5. Allow Public Comment - Those Against
6. Council to deliberate the matter
7. Motion, Second, and vote to adopt Ordinance 2025-849 on second reading by roll call
8. Close the Public Hearing

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 law[1] 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 1st day of July, 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 8^{th} 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) When utility services are furnished to the owner of any premises, the charges for such services shall be and constitute a lien against the premises and shall become effective and binding as such lien from the date upon which the account becomes due, unpaid and in arrears. Existing liens and liens imposed hereafter as set out in this subsection shall be treated as special assessment liens against the subject real property, and until fully paid and discharged, shall remain liens equal in rank and dignity with the lien of ad valorem taxes, and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved; the maximum rate of interest allowable by law shall accrue to such delinquent accounts. Such liens for service charges and penalties shall be enforced by any of the methods provided in F.S. ch. 86; or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions applicable to practice, pleading and procedure for the foreclosure of mortgages on real estate set forth in state law, or may be foreclosed per F.S. ch. 173; or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

(6) The owner shall pay all costs of collection, including reasonable attorney fees, incurred in the collection of fees, service charges, penalties and liens imposed by this article. The remedy provided in this subsection shall be cumulative and shall not be construed to waive the right of the city to require payment of any bill in arrears before renewing any services of the city to the premises in question.

(7) If unpaid, charges under this division shall constitute a lien against the property, and no utility service to the property will be provided until these charges are paid in full, provided, that as to any rental unit, service may not be refused or discontinued to the owner or a current tenant, on account of a bill owed by a previous tenant, except to the extent the owner or current tenant received a direct benefit from service provided to the prior tenant.

(8) Prior to recording a lien, City will provide written notice to owner of City's intent to record such lien. Owner will have one month from the date on which such notice was sent to pay the balance in full, inclusive of all charges and fees, to avoid recording of the lien. Accounts that are not paid in full within the indicated time will be subject to a ten-dollar

($10.00) lien filing fee. In addition to any outstanding account balance, an additional ten-dollar ($10.00) lien release fee shall be paid in order for a release of lien to be recorded. 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. Failure of the City to provide notice as stated herein shall not affect the validity of the lien. Failure to record a lien shall not invalidate a lien which is valid and effectual without being recorded in the public records. The policies established by the City in relation to placement of liens is in accordance with F.S. 180.135.

(9) 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.

(10) 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.

(11) 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 15, 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: Susan Jackson
City Clerk

President of City Council

CITY OF INVERNESS

CASH REQUIREMENTS REPORT

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/25
	TOTALS FOR ACE HARDWARE CO OF INV INC				46.76
	TOTALS FOR ARNELL, DIONE				189.40
	TOTALS FOR BONANNO, JENNIFER				78.29
	TOTALS FOR TIME WARNER CABLE				119.99
	TOTALS FOR C&J REAL PROPERTY SOLUTIONS LLC				105.34
	TOTALS FOR CENTRAL AUTO AND TRUCK PARTS, INC.				81.36
	TOTALS FOR DUKE ENERGY				300.87
	TOTALS FOR GFL SOLID WASTE SOUTHEAST LLC				16,206.60
	TOTALS FOR HENDRIX, LILLIAN W.				115.93
	TOTALS FOR HILLMAN SUPPLY COMPANY				305.79
	TOTALS FOR LIBERTY INVESTMENTS CITRUS COUNTY LLC				61.18
	TOTALS FOR LOWES				1,084.38
	TOTALS FOR MCLEOD REAL ESTATE, LLC				131.18
	TOTALS FOR MOUNT PAROUSIA INVESTMENTS, LLC				103.21
	TOTALS FOR NAGY, NICOLE				109.09
	[redacted]				[redacted]
	TOTALS FOR ORAM, JAMES				175.31
	TOTALS FOR PADAYAO, MARIA G.				49.29
	TOTALS FOR QUACH, TAI				10.02
	TOTALS FOR ROSSI, ANGELIKA				153.51
	TOTALS FOR SCHWARTZ, TARA A				106.54
	TOTALS FOR SESLER, DENISE				205.56
	TOTALS FOR SOUTHEAST PERIMETER SOLUTIONS, INC.				600.00
	TOTALS FOR STITT, LINDA L.				70.99
	TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC				949.52
	TOTALS FOR DATA MANAGEMENT, INC				4,922.10
	TOTALS FOR TSYGELNYTSKA, ANNA				32.74

CITY OF INVERNESS

CASH REQUIREMENTS REPORT

VENDOR DOCUMENT	INVO6ICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/25
	[redacted]				[redacted]
	TOTALS FOR VAN DER VALK CONSTRUCTION, LLC				42.99
	TOTALS FOR WASTE MANAGEMENT OF CENTRAL Fl				4,099.86
	TOTALS FOR WATSON CIVIL CONSTRUCTION INC				439.22
	TOTALS FOR WILBURN CONST				31.85
			REPORT TOTALS		30,928.87

** 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.

July 1, 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 Bega. The motion carried.

PRE-SCHEDULED APPEARANCES
4)a) FLC Years of Service Recognition – Mayor Plaisted was presented a plaque and pin from the Florida League of Cities for 25 years of service as an Elected Official of the City of Inverness. City Manager Williams and Council congratulated him.

PUBLIC HEARINGS / WORKSHOP
None

OPEN PUBLIC MEETING
Gary Thompson addressed the Council regarding a recent rejection of construction plans by Community Development Department. He provided a handout with additional information and details. He questioned the reason for the rejection.

CITY ATTORNEY REPORT
None

CONSENT AGENDA

a) Bill Listing*
   - Recommendation – Approval
b) Council Minutes* – 06/17/2025
   - Recommendation - Approval

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

CITY CLERK'S REPORT
None

CITY MANAGER'S REPORT

10)a) South Highlands Septic to Sewer Project Grant Amendment* with City Manager Williams stating the South Highlands Septic to Sewer Project is currently in the design phase, and when cost estimates for the residents were cost- prohibitive, a modification of the grant terms was sought. The Florida Department of Environmental Protection (FDEP) negotiated a grant amendment that eliminated the local match requirement and reduced the scope of construction from five phases to two phases. FDEP also agreed to fund the full project design (all remaining phases) with grant dollars. The Council considered to look at offsetting the City's sewer capacity fee ($2,720) most likely eliminating the need to levy any assessment. Asst. City Manager Calascione provided additional detailed information regarding the project. Councilwoman Hepfer applauded the cut of the cost to the residents. President Davis stated this is a win-win situation, with no match funds from the City and resurfacing of the streets. **Councilwoman Hepfer motioned to approve amendment to the DEP grant agreement for the South Highlands Septic to Sewer Grant as presented and authorize the City Manager to execute the document. Seconded by Councilwoman Bega. The motion carried.**

10)b) South Highlands Septic to Sewer Professional Services with City Manager Williams stating the City's contracted engineering firm Kimley Horn has completed the design of Phase 1 of the South Highlands Septic to Sewer Project, a project that includes five phases in total. The attached professional services proposal from Kimley Horn for Task Assignment 1, covers the design of Phases 2-5 and the other services including Data Collection, GIS Database Development, Kick-off Meeting; Subconsultant Services; Engineering Design and Permitting; Grant Administration Assistance; and Bid Administration. The proposed cost is $905,000 and is 100% covered by Florida Department of Environmental Protection grant funds under the terms of Grant WG068 Amendment 1. Asst. City Manager Calascione provided additional information regarding the project. **Councilwoman Bega motioned to approve the proposal for professional services with Kimley Horn in the amount of $905,000 as presented and authorize the City Manager to execute the document. Seconded by Councilwoman Hepfer. The motion carried.**

10)c) Whispering Pines Park New Entrance Construction Bid Award* with City Manager Williams stating the State awarded the City a $1,000,000 grant with $200,000 of matching funds provided by the City to build the new entrance from US 41 to Whispering Pines Park. The City issued a Request for Proposal and received numerous submissions. The City's contracted engineer, Lochner along with staff performed due diligence to recommend the lowest and best option. The bids received were Cathcart Construction Co. - $1,289,009.50; CW Roberts Construction - $857,800.00; DB Civil Construction - $755,806.00; Gibbs Register Inc. - $949,787.00; Hartman Civil Construction Inc. - $537,888.00; and Pave-Rite Inc. - $832,256.22. Parks & Rec Director Worley provided a brief presentation regarding the project. Mayor Plaisted questioned the alignment of the new entrance. Councilman Craig asked about the perimeter trail and the crosswalk. **Councilwoman Hepfer motioned to award the bid to Hartman Civil Construction Inc. in the amount of $537,888.00 for the construction of the Whispering Pines Park New Entrance and authorize the City Manager execute the agreement, issue a notice to proceed and manage change orders to the project. Seconded by Councilwoman Lizanich. The motion carried.**

10)d) FY 2025-26 Florida Firefighter Assistance Grant Program* with City Manager Williams stating the Florida Department of Financial Services Division of State Fire Marshal has issued a Notice of Funding Opportunity for the FY2025-26 Florida Firefighter Assistance Grant Program, to improve the emergency response capability of volunteer fire departments and combination fire departments. Grant funding is only available for training, PPE, SCBA's, safety-related equipment and tools, wildland fire fighting and urban interface protective clothing and equipment, and cost-share subsidy for AFG apparatus awards. The fire department asked approval to apply for funding to purchase 5 complete Self-Contained Breathing Apparatus (SCBA), 5 SCBA face pieces and 10 SCBA bottles valued at $52,143.50. This grant requires no matching funds from the City. Fire Chief Bessler provided additional information regarding the grant program. **Councilwoman Hepfer motioned to approve the Fire Department to apply for funding from the FY 2025-26 Florida Firefighter Assistance Grant Program. Seconded by Councilwoman Lizanich. The motion carried.**

10)e) Ordinance 2024-849 City Utility Liens– First Reading* with City Manager Williams stating this ordinance is a modification to City Ordinance Chapter 22, Section 93. Section 93 of the Code of Ordinances related 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. Finance Director Koter provided additional information. **Councilwoman Bega motioned to have the Clerk read Ordinance 2025-849 by Title only. Seconded by Councilwoman Hepfer. The motion carried.**

ORDINANCE 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.

Councilwoman Bega motioned to approve Ordinance 2025-849 by rollcall vote on a first 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.

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

- July 3 Patriotic Evening will be the biggest event of the year, and very aware of the possible weather conditions.
- Spoke of details to the handout regarding E-bicycles.
- Referenced the Zartico "Discover Crystal River" Strategic AI Report covering May 2024 to May 2025. Noted the changes in primary visitor destination with Crystal River decreasing from 45% to 31%, and Inverness increasing from 18% to 29%.

COUNCIL/MAYOR SUBJECTS

Mayor Plaisted was grateful for the FLC award for 25 years of public service. Has been a pleasure to serve with the other Elected Officials. Looking forward to July 3 event.

Councilwoman Bega thanked Councilwoman Hepfer and Mayor Plaisted for their support for the recent production at the Valerie Theatre. Looks forward to July 3 Patriotic Evening.

Councilwoman Hepfer stated the success of the City and Council is that they like each other and work to make Inverness better.

Councilman Craig spoke of the predicted weather for July 3 and invited everyone to come out and enjoy the event.

Council President Davis was excited to serve with all the Elected Officials and that July 3 will be a great event.

CITIZENS NOT ON AGENDA

Debbie Wheatley appreciated that the City continues with the opening prayer and pledge. Spoke to the Whispering Pines Park new entrance and trail, and the users of the trail.

Meeting adjourned at 6:28 p.m.

__________________________	__________________________
City Clerk	Council President

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

July 15, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Annual Road Improvement RFP 2025-01-PW Bid Award

CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Alexis Koter, Finance Director, Rob Pell, Assistant Public Works Director

Enclosures:
1. 2025_Resurfacing _Award Memorandum
2. Superior Asphalt Inc Bid

This year's Road Improvement Project consists of approximately **3.05** total miles of milling and resurfacing assessment, pavement design, and minor drainage improvements.

The City released a Request for Proposals and received sealed bids that were read aloud on July 7th, 2025, for the project. Below is a summation of each submittal that was verified and tabulated with the total project proposal amounts shown.

Contractor	**Total Bid Amount**
Superior Asphalt Inc.	**$941,001.00**
CW Roberts Inc.	**$976,952.77**
Pave Rite Inc.	**$1075,219.96**
Asphalt Icon Inc.	**$1,133,468.14**
Art Walker Inc.	**$2,198,716.30**

The Engineer of Record (see attached letter) and the Public Works Director have reviewed the submittals for responsiveness and proposed pricing. It is recommended that Council proceed to award the project to Superior Asphalt Inc. being the lowest and best responsive bidder. Should the Council proceed with the recommended award, the project should commence within 10 days of issuance of a notice to proceed. The construction time to achieve Substantial Completion is 90 consecutive calendar days from the date of the Notice to Proceed, with an additional 30 consecutive calendar days to achieve Final Completion, 120 days total. We look forward to bringing this project forward as it is an important step in maintaining critical infrastructure throughout the City.

As previously discussed with Council, additional engineering expenses in the current fiscal year were conducted in readiness for the Fiscal Year 2026 Road Improvement cycle. This was beneficial to the City, since conducting the engineering of two cycles at one time resulted in reduced engineering fees and saved time. However, this additional engineering expense in the current fiscal year will need to be replenished by another funding source to cover the current year's construction costs. After examination of funding sources, it is recommended that Council approve the utilization of $97,006 from the Infrastructure Reserve for the construction of the current fiscal year's road improvements. The additional funding from the Infrastructure Reserve allows for the full funding of the 2025 Road Improvement construction bid.

Recommended Action:

1. Allow staff to speak
2. Motion and second to award **RFP 2025-01- PW** to Superior Asphalt Inc. in the amount of **$941,001.00,** with $97,006 of that funded from the Infrastructure Reserve, and authorize the City Manager to execute the Agreement, Notice of Intent to Award, Notice to Proceed and manage change orders to the project.
3. Deliberate the Matter
4. Vote the Matter

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

Eric C. Williams

Lochner

4300 W Cypress Street | Suite 500 • Tampa, FL 33607
OFFICE 813.357.3750 • hwlochner.com

Memorandum

To Robert Pell, Director of Public Works

From Gary S. Downing, PE H W Lochner Engineering

RE: RFP# 2025-01-PR Summary of Bids _ Recommendation
Whispering Pines Park Highway 41N Entrance Road Improvements

Date: July 8, 2025

Bid submittals were opened at 2:10 pm E.S.T, in a public meeting on the 1st floor of the Inverness Government Center on July 7, 2025. All contractors meet requirements for scope of work and are FDOT pre-qualified. The summary of the submittals is summarized below:

Contractor	Bid (Submitted)	Bid (Corrected)*	Responsive (Documents)	Responsible FDOT Quals.	Ranking
Superior Asphalt	$941,001.00	N/A	Yes	Yes	1st
CW Roberts	$976,952.77	Yes	Yes	Yes	2nd
Pave Rite Inc.	$1,075,219.96	N/A	Yes	Yes	3rd
Asphalt Icon	$1,133,468.14	Yes	Yes	Yes	4th
Art Walker Construction	$2,198,716.30	N/A	Yes	Yes	5th
• Corrections based on tabulations of actual items and quantities					

Therefore, based on our review, the lowest responsive and responsible bidder is Superior Asphalt at a cost of $941,001.00 and is recommended for award of contract for RFP# 2025-01 PW Inverness Street Resurfacing Project.

Attachments: Submitted Bid Tabulation Worksheet

C: Susan Jackson, City Clerk, City of Inverness
Eric Williams, City Manager, City of Inverness
File

SECTION 00300 – BID FORM

ORIGINAL

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the Owner to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the FIXED PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the FIXED PRICES submitted on the Bid Sheet will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within sixty (60) calendar days and final completion within ninety (90) calendar days from the date of Notice To Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of one thousand six hundred and eighty five ($1,685) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. 1, Date: JULY 2, 2025

No. 2, Date: JULY 2, 2025

No. 3, Date: July 3, 2025

SUMMARY OF QUANTITIES					
Pay Item	**Description**	**Quantity**	**Unit**	**Bid Unit Price**	**Bid Price**
101-1	MOBILIZATION	1	LS	$25,468.75	$25,468.75
102-1	MAINTENANCE OF TRAFFIC	1	LS	$73,000.00	$73,000.00
102-104	TEMPORARY SIGNALIZATION AND MAINTENANCE OF INTERSECTION	30	ED	$100.00	$3,000.00
102-107	TEMPORARY TRAFFIC DETECTION AND MAINTENANCE OF INTERSECTION	30	ED	$100.00	$3,000.00
327-70-5	MILLING EXISTING ASPHALT PAVEMENT, 2" AVG DEPTH	7031	SY	$3.65	$25,663.15
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	29512	SY	$3.95	$116,572.40
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	3356	TN	$152.25	$510,951.00
334-1-12	SUPERPAVE ASPHALTIC CONC, LEVELING COURSE	278	TN	$162.25	$45,105.50
570-1-2	PERFORMANCE TURF (SOD)	1196	SY	$5.00	$5,980.00
0660 2106	LOOP ASSEMBLY, F&I, TYPE F	6	AS	$2,875.00	$17,250.00
706-1-3	RAISED PAVEMENT MARKER, TYPE B, Y/Y	326	EA	$5.00	$1,630.00
706-1-3	RAISED PAVEMENT MARKER, TYPE B, W/R	16	EA	$5.00	$80.00
0711 11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	6	EA	$275.00	$1,650.00
0711 11170	THERMOPLASTIC, STANDARD, WHITE, ARROW	11	EA	$93.50	$1,028.50
0711 11224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	336	LF	$5.50	$1,848.00
0711 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	42	LF	$4.40	$184.80
0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	368	LF	$6.60	$2,428.80
0711 14125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24" FOR CROSSWALK	70	LF	$16.50	$1,155.00
0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.109	GM	$8,715.60	$950.00
0711 16201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	1.016	GM	$8,715.55	$8,855.00
	CAR STOPS	11	EA	$100.00	$1,100.00
	CONTINGENCY (10%)			$94,100.10	$94,100.10

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

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

GRAND TOTAL: $ 941,001.00

WORDS: NINE HUNDRED FORTY-ONE THOUSAND - ONE DOLLAR AND ZERO CENTS

THIS PROPOSAL DATED THIS 7TH day of JULY ~~2024~~ 2025 AF

ATTEST:

Witness: Caitlyn Gautreau
Signature

CAITLYN GAUTREAU
Printed Name

By: AFarah
Authorized Signature (Principal)

SUPERIOR ASPHALT, INC. CORPORATE SEAL 2001 FLORIDA

ANTHONY FARAH - SR PROJECT MANAGER
Printed Name, Title

SUPERIOR ASPHALT, INC.
Company Name

Address: P.O. BOX 2489

ONECO, FL 34264

65-1115948
Employee I.D. No.

Contractor's License Number

Telephone Number: (941) 725-1084

END OF SECTION

SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT

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

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

STATE OF: FLORIDA

COUNTY: MANATEE

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

1. The business address of SUPERIOR ASPHALT, INC. (name of bidder or contractor) is P.O. BOX 2489 ONECO, FL 34264.

2. My relationship SUPERIOR ASPHALT, INC. (name of bidder or contractor) is SR PROJECT MANAGER (relationship such as sole proprietor, partner, president, vice president).

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

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

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

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

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

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

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

Sworn to and subscribed before me in the state and county first mentioned above on the 7 day of July, 2025

Signed: Caitlyn Gautreau
Notary Public

(Affix seal) CAITLYN GAUTREAU
Notary Public - State of Florida
Commission # HH 430337
My Comm. Expires Aug 7, 2027
Bonded through National Notary Assn.

My commission expires: August 7, 2027

END OF SECTION

SECTION 00303 – DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that SUPERIOR ASPHALT, INC. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

AFord

Bidder's Signature

S. Anthony Ford
Senior PM

SUPERIOR ASPHALT, INC.
CORPORATE SEAL
2001
FLORIDA

JULY 7TH, 2025

Date

END OF SECTION

BDTO-211010-025-30

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Superior Asphalt, Inc.
P.O. Box 2489, Oneco, FL 34264
as Principal, hereinafter called the Principal, and
Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
a corporation duly organized under the laws of the State of MA as Surety, hereinafter called the Surety, are held and firmly bound unto
CITY OF INVERNESS
212 WEST MAIN ST INVERNESS, FL 34450
as Obligee, hereinafter called the Obligee, in the sum of **FIVE** **Percent of the amount bid**

Dollars ($)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2025-01-PW INVERNESS STREET RESURFACING

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7 day of **July, 2025**.

Caitlyn Gautreau
(Witness)

Superior Asphalt, Inc.
A Ford
(Principal) (Seal)

SUPERIOR ASPHALT, INC. CORPORATE SEAL 2001 FLORIDA

Rebekah Sharp
(Witness)

Liberty Mutual Insurance Company
(Surety) (Seal)

Benjamin H. French, Attorney-in-Fact & FL Resident Agent

AIA DOCUMENT A310 - BID BOND - AIA - FEBRUARY 1970 ED - THE AMERICAN INSTITUTE OF ARCHITECTS 1735 N. Y. AVE. N. W. WASHINGTON, D. C. 20006

G-23248-A

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Seal No. 3327

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213284 - 964021**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benjamin H. French, Brenda Neill, Heather Hudgins, J.E.S. Webb, L. Dale Waldorff, Rebekah F. Sharp, Trava Ridlon, William Neill

all of the city of Gainesville state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7 day of July, 2025.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

SUPERIOR ASPHALT, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

POST OFFICE BOX 2489

Requester's name and address (optional)

6 City, state, and ZIP code

ONECO, FL 34264

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

6 5 – 1 1 1 5 9 4 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Linda Lee Date 5/17/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Detail by Entity Name

Florida Profit Corporation
SUPERIOR ASPHALT, INC.

Filing Information

Document Number	P01000063325
FEI/EIN Number	65-1115948
Date Filed	06/26/2001
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/27/2023
Event Effective Date	NONE

Principal Address

4801 15TH STREET EAST
BRADENTON, FL 34203

Changed: 03/10/2020

Mailing Address

P.O. BOX 2489
ONECO, FL 34264

Changed: 01/29/2002

Registered Agent Name & Address

HILL, STEPHEN
4801 15TH STREET EAST
BRADENTON, FL 34203

Name Changed: 07/27/2023

Address Changed: 07/27/2023

Officer/Director Detail

Name & Address

Title Director, VP, Secretary

MacLean, Ken
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Director, VP

Johnson, Harold
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Director, VP, CFO, Treasurer

Wood, David
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Teasdale, Dylan
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Mulvey, Alan
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Hill, Stephen
4801 15TH STREET EAST
BRADENTON, FL 34203

Title Authorized Representative

Hope, Brandon
4801 15TH STREET EAST
BRADENTON, FL 34203

Annual Reports

Report Year	Filed Date
2023	02/07/2023
2024	04/29/2024
2025	03/24/2025

Document Images

03/24/2025 -- ANNUAL REPORT	View image in PDF format
04/29/2024 -- ANNUAL REPORT	View image in PDF format
08/14/2023 -- AMENDED ANNUAL REPORT	View image in PDF format

07/27/2023 -- Amendment	View image in PDF format
02/07/2023 -- ANNUAL REPORT	View image in PDF format
02/02/2022 -- ANNUAL REPORT	View image in PDF format
04/22/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/05/2021 -- ANNUAL REPORT	View image in PDF format
03/10/2020 -- ANNUAL REPORT	View image in PDF format
04/15/2019 -- ANNUAL REPORT	View image in PDF format
03/14/2018 -- ANNUAL REPORT	View image in PDF format
04/04/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
01/20/2014 -- ANNUAL REPORT	View image in PDF format
01/31/2013 -- ANNUAL REPORT	View image in PDF format
01/17/2012 -- ANNUAL REPORT	View image in PDF format
01/12/2011 -- ANNUAL REPORT	View image in PDF format
01/25/2010 -- ANNUAL REPORT	View image in PDF format
01/29/2009 -- ANNUAL REPORT	View image in PDF format
01/31/2008 -- ANNUAL REPORT	View image in PDF format
01/24/2007 -- ANNUAL REPORT	View image in PDF format
03/08/2006 -- ANNUAL REPORT	View image in PDF format
03/08/2005 -- ANNUAL REPORT	View image in PDF format
02/04/2004 -- ANNUAL REPORT	View image in PDF format
04/23/2003 -- ANNUAL REPORT	View image in PDF format
01/29/2002 -- ANNUAL REPORT	View image in PDF format
06/26/2001 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2083881

Approved by:

Employer	
Superior Asphalt Inc	
Name (Please Type or Print) keith r tanner	**Title**
Signature Electronically Signed	**Date** 02/15/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 02/15/2023

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2083881

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Superior Asphalt Inc
Company Facility Address	4801 15th street east Bradenton, FL 34604
Company Alternate Address	
County or Parish	MANATEE
Employer Identification Number	651115948
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2083881

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	keith r tanner
Phone Number	9417552850
Fax	
Email	ktanner@superiorasphaltinc.net

Company ID Number: 2083881

This list represents the first 20 Program Administrators listed for this company.

Company ID Number: 2083881

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

An official website of the United States government
Here's how you know

E-Verify

Menu

Company Locations

Users

Company Locations

Superior Asphalt Inc

Search (User ID, First Name and Last Name)

Hide Filters

User Role

All Roles

User Status

All

1 Users Found

Add User

User ID	Last Name	First Name	Status
KTAN1807	tanner	keith	ACTIVE

1-1 of 1 item

Page 1 of 1

SUPERIOR ASPHALT, INC.
(a Florida corporation)

ACTION BY WRITTEN CONSENT OF THE BOARD OF DIRECTORS

Effective: November 12, 2024

The undersigned, being all the members of the Board of Directors (the "Directors") of **SUPERIOR ASPHALT, INC.**, a Florida corporation (the "Corporation") after giving effect to the resolutions below, take the following actions by unanimous written consent without a meeting, pursuant to the Florida Business Corporation Act:

Signing Authority

WHEREAS, that the Board previously appointed the following individuals as authorized officers of the Corporation (collectively, the "Officers") holding the offices set forth opposite such person's name, to serve as such until the earlier of their death, resignation or removal:

Name	Title
Harold Johnson	Vice President
Ken MacLean	Vice President and Secretary
David Wood	Vice President, Chief Financial Officer and Treasurer

WHEREAS, the Corporation from time to time will enter into contracts, tenders, bonds and will need to sign other documents and instruments prepared by the Corporation's financial institutions (the "Binding Documents"); and

WHEREAS, the Board wishes to designate individual persons with authority to enter into any Binding Documents on behalf of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that purposes of executing and delivering any Binding Documents, each of the Officers, Stephen Hill, Alan Mulvey, Dylan Teasdale, Keith Tanner, Brandon Hope, Scott Armstrong, S. Anthony Farah and Paul Dunphy are hereby designated as authorized signatories of the Corporation (collectively, the "Authorized Signatories"), with such Authorized Signatories being hereby empowered for and on behalf of the Corporation, to executive and deliver all such Binding Documents; provided that the signatures of either:

(a) at least two Officers,

(b) any two of Stephen Hill, Alan Mulvey or Dylan Teasdale, or

(c) one of Stephen Hill, Alan Mulvey, or Dylan Teasdale plus one of Keith Tanner, Brandon Hope, Scott Armstrong, S. Anthony Farah, or Paul Dunphy ,

shall be required to demonstrate conclusive evidence that such Binding Documents have been validly authorized and executed by the Corporation and are binding in accordance with their tenor;

RESOLVED, that any such Authorized Signatories be and are hereby authorized and directed, on behalf of the Corporation to do such other things and to execute such other documents and instruments as he or they may deem necessary or advisable to effect the foregoing;

RESOLVED, that all acts and deeds of any Authorized Signatories or of any person or persons hereafter agreed upon or designated by the Authorized Signatories or any of them performed previously in entering into, executing, performing, carrying out, or otherwise pertaining to the arrangements and intentions authorized by these resolutions are hereby ratified, approved and confirmed in all respects; and

FURTHER RESOLVED, that the transmission of counterpart signature pages to this Action by Written Consent by facsimile, as portable document format attachments to electronic mail or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., https://rightsignature.com/) shall constitute effective execution and delivery of this Action by Written Consent and may be used in lieu of original counterpart signature pages of this Action by Written Consent for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent as of date first written above.

DIRECTORS:

HAROLD JOHNSON

KEN MACLEAN

DAVID WOOD

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 22,2025

SUPERIOR ASPHALT, INC.
PO BOX 2489
ONECO, FLORIDA 34264

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK

Unless notified otherwise, this Certificate of Qualification will expire **7/31/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

State of Florida
Department of State

I certify from the records of this office that SUPERIOR ASPHALT, INC. is a corporation organized under the laws of the State of Florida, filed on June 26, 2001.

The document number of this corporation is P01000063325.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 7, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourteenth day of June, 2023

Secretary of State

Tracking Number: 3359156824CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2025

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

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

PRODUCER

M.E. Wilson Company, LLC dba Waldorff Insurance & Bonding; dba Underwood Anderson, 300 West Platt Street
Tampa, FL 33606

CONTACT NAME: Waldorff Insurance
PHONE (A/C, No, Ext): 850-581-4925 FAX (A/C, No): 850-581-4930
E-MAIL ADDRESS: certificates@waldorffinsurance.com

INSURED

Superior Asphalt, Inc.
P.O. Box 2489
Oneco, FL 34264

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Zurich American Insurance Company	16535
INSURER B :	Palomar Excess and Surplus Insurance Company	16754
INSURER C :	Navigators Specialty Ins Co	36056
INSURER D :	Indemnity National Ins Co	18468
INSURER E :	Starstone Specialty Ins Co	44776
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 245932 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; X PRO-JECT; LOC; OTHER:	X		GLO353845902	03-01-2025	03-01-2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			BAP353846002	03-01-2025	03-01-2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB; X OCCUR; X EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			CEPXP25000006300	03-01-2025	03-01-2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC353845802	03-01-2025	03-01-2026	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability			CH25ECPZ08PH8IC	03-01-2025	03-01-2026	Pollution Liability	2,000,000

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

Project: 2025 Inverness Street Resurfacing Project

If required by direct written contract or agreement, the following applies:
The certificate holder is included as additional insured with regards to the General Liability coverage.

CERTIFICATE HOLDER

City of Inverness
212 W. Main St.
Inverness, FL 34450

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

L. Ed Waldorff

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

<u>Agenda Memorandum - *City of Inverness*</u>

July 15, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Trim Notice - Tentative Millage Rate (REVISED)

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

Enclosures:

Annually, the City Council must proceed in the budget development process to result in a properly funded budget for the ensuing year. As you are aware, a portion of the City's general fund revenue is derived through the taxation of real property (property tax). In order to proceed in the next steps of budget development for Fiscal Year 2026 (10/1/25-9/30/26), state law requires that Council must set a tentative millage rate. The establishment of a tentative millage is required to be used as a "Not To Exceed" rate to be used during budget development. The tentative millage rate set may decrease during the adoption process of the City Budget, but an increase may not be made.

The Citrus County Property Appraiser has certified an amount of $719,839,462 in gross taxable value of nonexempt property to be used for budget planning purposes. This estimate includes a value of taxable net new construction/improvement of $9,421,067. The total increase in value from the previous year is $37,276,990 or 5.46%. At the current millage of 7.66 levied against the certified $719,839,462, assuming at 95% collection rate, the City would collect an estimated $5,238,271 in property tax. At the current millage of 7.66 levied against the current year final gross taxable value of $682,562,472, assuming a 95% collection rate, the City is estimated to collect $4,967,007 in property tax. The delta of the two is $271,264.

The goal has been to develop a budget that maintains the expected levels of service and does not need to increase the current millage rate of 7.66 for the ensuing year. For the ensuing fiscal year, the City will incur increased expenses in multiple areas of operation. An increase from the current millage is not anticipated to be needed to cover the increased expenses.

It is recommended that the Council proceed to adopt the tentative millage at 7.66.

Recommended Action –

1. <u>Allow the staff speak</u>
2. <u>Motion and second to adopt a Tentative Millage Rate of 7.66 that may be lowered, and authorize the submission of TRIM documents to the State.</u>
3. <u>Dilberate the matter</u>

4. Vote the matter
5. Publicly announce the Budget Workshop for the Full Budget Presentation scheduled for Tuesday August 5, 2025 at 5:30pm, in the IGC Chambers.
6. Publicly announce the location of the two Public Hearings for budget adoption:

Location:	Inverness Government Center, City Council Chambers 212 West Main Street, Inverness, FL 34450
Dates & Time:	5:01 P.M., Tuesday September 3, 2025 5:30 P.M., Tuesday September 16, 2025

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

Eric C. Williams

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

July 15, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Interlocal Agreement for Enhanced Law Enforcement Services

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

Enclosures: 1. Interlocal for Law Enforcement Services - REVISED

The City of Inverness continues to maintain an excellent and highly effective partnership with the Citrus County Sheriff's Office (CCSO) for the provision of Enhanced Law Enforcement Services The Sheriff provides a full complement of enhanced law enforcement services that results crime indicators that are very favorable and low.

The enclosed agreement is structured to continue the program through September 30, 2026. The program cost for next fiscal year to maintain the current staffing/level of service is $1,349,817, which represents a 2.8% increase from the current year. However, it should be noted that the proposed contract includes services for crossing guards and incorporates the City's provision of office space to the CCSO which provides efficiencies for both parties. Previously, the City and CCSO maintained three separate agreements for the aforementioned services. The majority of the proposed increase is due to benefit/salary adjustments in concert with the implementation of the body-worn camera program.

Representatives from the CCSO are present this evening to address any questions or concerns of the Council and Mayor. It is recommended that Council proceed to approve the agreement as presented.

Recommended Action –

1. Allow staff and CCSO representatives to speak
2. Motion and second to approve the agreement with the Citrus County Sheriff's Office for Enhanced Law Enforcement Services through September 30, 2026, based on the presented costs, and authorize the City Manager to execute the agreement.
3. Dilberate the matter
4. Vote the matter

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

Eric C. Williams
City Manager

INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF INVERNESS, FLORIDA, ("Inverness"), a municipal corporation of the State of Florida; DAVID E. VINCENT, as Sheriff of Citrus County, Florida, ("Sheriff"); and, Citrus County Board of County Commissioners, (Citrus County"), a political subdivision of the State of Florida (collectively referred to as "the Parties").

<u>WITNESSETH</u>:

WHEREAS, Sections 125.0101, 163.01 and 166.021, Florida Statutes (2024) provide that a county and a municipality may contract to provide law enforcement services within a municipality's boundaries; and

WHEREAS, Inverness is a municipality within the boundaries of Citrus County, Florida; and

WHEREAS, Inverness is desirous of providing a high level of competent law enforcement services in conjunction and in harmony with its fiscal policies of sound economic management; and

WHEREAS, Inverness has requested that the Sheriff furnish enhanced law enforcement services within Inverness; and

WHEREAS, Inverness desires that the Sheriff furnish enhanced law enforcement services on a full-time basis and duly performs any and all necessary and appropriate functions, actions, and responsibilities of a police and law enforcement agency for Inverness; and

WHEREAS, Inverness and the Sheriff have a desire to provide ancillary safety and student crossing guard services to the public schools of Inverness in designated areas that may be deemed a hazardous walking condition/location that have consistent pedestrian volume before and after school; and

WHEREAS, the Inverness City Council has determined that the most efficient way to fulfill its desire to provide police protection and ancillary student crossing guard services in a responsible manner for the term beginning October 1, 2025, and ending September 30, 2026, and ancillary services annually commencing on the start of the school year, is by contracting with the Sheriff; and

WHEREAS, the Sheriff has indicated his desire and willingness to accept and fulfill the responsibilities hereinbefore mentioned; and

WHEREAS, this Agreement for the provision of enhanced law enforcement services is not intended by the Parties nor shall it be interpreted to be a transfer, consolidation or merger within the meaning of those terms for constitutional or statutory purposes or for any other purpose whatsoever and it is the intent of the Parties that this Agreement shall at all times be interpreted and administered consistent with the Parties' intent that no transfer, consolidation or merger shall be accomplished by the terms of this Agreement in any respect whatsoever and the Parties shall administer this Agreement to that end; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each Party to the other, the Parties hereto do covenant and agree as follows:

1. **RECITALS.** The recitals included above form an integral part of this Agreement and are hereby incorporated herein.

2. **MUNICIPAL POLICE POWERS.** By appropriate resolution, Inverness City Council shall vest within the Sheriff and within each deputy sheriff, to the extent allowed by applicable law, Inverness' police powers to the extent necessary or desirable to perform the enhanced law enforcement services described herein during the contract period. Both Parties recognizing that Inverness retains the right to resume responsibilities to provide enhanced law enforcement services within Inverness at the expiration of this Agreement.

3. **INTERAGENCY COORDINATION.** The Sheriff shall, to the extent feasible, coordinate enhanced law enforcement functions, including special event functions, complaints and unanticipated incidents requiring law enforcement involvement with Inverness' City Manager. The Sheriff and/or designee will attend regular City Council meetings and staff meetings when requested.

4. **STAFFING LEVELS/COMMUNITY RESOURCE OFFICER.**

a. The Sheriff will provide two (2) full-time community resource officers, geographically assigned within the city limits of Inverness. This deputy will be trained and equipped to perform interactive and proactive patrols and emerging practices, which may include but not limited to: making contact with citizens and business owners to build rapport and to solve community crime problems, meeting with individuals to explain crime prevention techniques, and addressing non-emergent public safety concerns. The Sheriff will work with the Office of City Manager to develop appropriate schedules and work programs to best fit the needs of Inverness on a quarterly basis. The Sheriff agrees to provide certain notice to the City Manager or designee at any time the community resource officer may find it necessary to be assigned for duty outside the City limits.

b. The Sheriff agrees to enforce City Ordinances (including, but not limited to the regulation of parking, sidewalk cafés, ROW utilization, alcohol violation, and illegal dumping/littering) and provide the necessary and appropriate level of enhanced law enforcement services in and for Inverness by providing six (6) deputies with patrol automobiles for twenty-four (24) consecutive hours each day to serve as law enforcement officers within Inverness. Said deputies shall be provided within Inverness on the basis of one (1) deputy at all times, not to include the community resource officer, supplemented by scheduling overlap. Deputies assigned within Inverness will not patrol unincorporated areas of the County except when rendering mutual aid assistance to ensure public safety in extraordinary circumstances consistent with past practices and mutual aid agreements. The Sheriff agrees to notify the City Manager or designee as soon as reasonably possible any time the City is to be without at least one deputy within the City limits.

c. The Sheriff will provide for two (2) part-time (minimum 20 hours per week per position) Public Service Officer's for utilization in the enforcement of the City's parking program and certain enhanced law enforcement support. The Sheriff will meet with the City Manager on a quarterly basis to develop appropriate schedules and work programs to best fit the needs of the City of Inverness. The Sheriff agrees to notify the City Manager or designee at any time there is a deviation from any agreed upon schedule and/or work program.

d. The Sheriff will provide supervision of deputies, interactive community service to communicate law enforcement activities to Inverness businesses and residents, school traffic regulation, school bus traffic regulation, school security services, investigative services and public relations.

e. The Sheriff shall make all basic services of the Sheriff's Office available to Inverness during the term of this Agreement. These services include but are not necessarily limited to; marine patrol, K-9, helicopter patrol, crime watch assistance, report writing, record retention, emergency management operations dispatch operations, media interaction, and community service programs. The Sheriff will conduct periodic speed monitoring of Inverness' vehicle traffic. Any specific problems with marine infractions that are reported to the Sheriff will be handled as a law enforcement complaint.

f. The Sheriff shall make available deputies for off duty details, in support of Inverness sponsored events, at the request and additional cost of Inverness. Any requests for said off duty detail must be approved and requested by the City Manager or designee directly.

g. Inverness from time to time may directly request certain special law enforcement needs/assignment. These requests shall only be made by the City Manager or designee.

5. **ANCILLARY SCHOOL CROSSING GUARD SERVICES.**

a. The School Crossing Guards shall remain employees of the Sheriff's Office and will remain under direct supervision, control and chain of command of the Sheriff. The Sheriff shall be responsible for the recruitment and performance evaluation of the School Crossing Guards.

b. If the principal of a school believes that a School Crossing Guard assigned to that school has not been performing his/his duties in a professional and responsible manner, the principal may report and recommend to the Sheriff and/or his designee that the School Crossing Guard be removed or reassigned in a manner that the Sheriff deems just and proper.

c. The Sheriff, with permitted input from the principal at each school, will determine the number of personnel needed at each post/zone/time to successfully execute the obligations of this ancillary crossing guard service and meet the desired safety conditions for the various schools and at the various times as noted in the School Zone/Times schedule attached hereto and incorporated herein by reference as Exhibit "A."

6. **CONSIDERATION.**

a. Inverness shall pay to the Citrus County Board of County Commissioners, as payment in full for enhanced law enforcement and ancillary school crossing guard services herein agreed to be performed by the Sheriff, the sum of one million three hundred forty-nine thousand eight hundred seventeen dollars ($1,349,817.00) for the term October 1, 2025 through September 30, 2026, to be paid in twelve (12) equal monthly installments beginning October 1, 2025, and continuing on the first day of each month thereafter.

b. Inverness shall make sufficient space available to house the Sheriff's Office Inverness substation, all necessary staff, and equipment as required for the successful operation of enhanced law enforcement duties as contemplated by the terms of this Agreement. The property located at 202 Dr. Martin Luther King Jr., Ave., Inverness Florida, 34450, shall be utilized for these purposes.

7. **LAWS ENFORCED.** The Sheriff shall discharge his responsibility under this Agreement by the enforcement of all state laws, county ordinances applicable within Inverness. The Sheriff shall bring appropriate charges for violations of all laws and ordinances.

8. **FINES AND FORFEITURES.**

a. Law Enforcement Education Funds. All law enforcement education funds levied and collected by the Clerk of the Court for Citrus County, Florida and designated for use by Inverness pursuant to section 943.25, Florida Statute, shall be assigned by Inverness to Sheriff for payment directly from the Clerk of the Court for Citrus County, Florida. Sheriff shall use these funds for the law enforcement education purposes authorized in said statute within or for the benefit of Inverness. The Sheriff will advise the City Manager on a quarterly basis of the collections and expenditures from this fund as they relate to Inverness specifically.

b. Fines. Inverness shall remain entitled to all fines and forfeitures to which Inverness would ordinarily be entitled pursuant to section 316.660, Florida Statute and to proceeds and forfeitures arising under the sale or disposition of unclaimed property or from the enforcement of the Inverness Code of Ordinances.

c. Grant Funds and Miscellaneous Revenues. The Sheriff shall cooperate with Inverness and, to the extent allowable by law, act as the law enforcement agent on behalf of Inverness in the continued application, maintenance, and accounting of grants and entitlements. Inverness will make these funds available to Sheriff to carry out the intent of the grant program as approved by the granting agency and Inverness. It is understood by both Parties that all revenues currently received by Inverness as a result of law enforcement activities shall continue to be received by Inverness as previously mentioned herein or as may be added in the future.

d. Return of Unused Funds. All funds received directly by Sheriff after the commencement of the Agreement under the provisions of this paragraph, shall be accounted for and reported to Inverness annually to include the details of all revenues received and all expenditures made. In the event of termination of the Agreement all unused funds shall be returned to Inverness within ninety (90) days from the date of termination, unless such return of funds is prohibited by law or would violate the terms of a grant or contract.

9. **PERFORMANCE REPORTS AND CRIME REPORTING.** The Sheriff shall maintain performance reports and statistical records regarding police activity within Inverness and shall provide such to Inverness so that Inverness may review Sheriff's performance under this Agreement, these records will include, but will not necessarily be limited to, the number of calls for service, offense reports, arrests, alarm responses, location and nature of calls, response times, number and type of citations and number and type of accidents. The Sheriff will provide these performance reports and statistical records to Inverness bi-annually.

10. **UNIFORMS and VEHICLE MARKINGS.** The Sheriff shall have the authority to designate the uniform dress of the Deputy Sheriffs and School Crossing Guards performing law enforcement services under this Agreement and the marking of patrol units; however, the Sheriff agrees to place the Inverness Insignia, on all of Sheriff's marked patrol vehicles.

11. **INDEMNIFICATION AND HOLD HARMLESS.** The Sheriff shall be legally responsible for the actions of Sheriff's law enforcement and school crossing guard personnel performing services under this Agreement. Lawsuits and claims that may be filed from time to time shall be handled by the Sheriff in accordance with normal procedures and the Sheriff shall hold Inverness harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of Sheriff's negligent acts. The Sheriff shall indemnify Inverness from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which Inverness might suffer in connection with or as a result of the negligent acts of the Sheriff, Sheriff Deputies and Sheriff's employees. Inverness agrees to hold the Sheriff harmless from any and all manner of actions, causes of action, suits, judgments, executions claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by Inverness and enforced by the Sheriff or from acts or omissions attributable to Inverness that occurred prior to the execution of this Agreement, and Inverness agrees to indemnify the Sheriff for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the Sheriff might suffer in connection or as a result of the constitutionality of Ordinances enacted by Inverness and enforced by the Sheriff or from acts or omissions attributable to Inverness that occurred prior to the execution of this Agreement. The Sheriff does not assume any existing or contingent liabilities regarding liability of Inverness unless specifically listed above. By agreeing to the provisions of this paragraph, the Parties hereto do not in any way waive or limit their entitlements of sovereign immunity.

12. **REVENUE SOURCES.** The Parties agree that this Agreement does not constitute a general indebtedness of Inverness within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the Parties that neither the Sheriff nor Citrus County will ever have the right to require or compel the exercise of ad valorem taxing power of Inverness or taxation of any real or personal property therein for the payment of any monetary obligations due under the terms of this Agreement and it is further agreed between the Parties that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of Inverness, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of Inverness and Citrus County.

13. **NOTICES.** The Parties hereto are represented as follows:

a. CITRUS COUNTY: County Attorney, Denise Dymond Lyn, Citrus County Courthouse, 110 North Apopka Avenue, Inverness, FL 34450.

b. CITY OF INVERNESS: Robert Batsel Jr., 1531 Southeast 36th Avenue, Ocala, Florida 34471.

c. CITRUS COUNTY SHERIFF: Charles Hughes, General Counsel, Citrus County Sheriff's Office, 1 Dr. Martin Luther King Jr., Avenue, Inverness, Florida 34450.

14. **TERM.** This Agreement shall take effect on October 1, 2025, at 12:01 a.m. and continue in effect thereafter through September 30, 2026, unless hereafter extended upon such terms and conditions as the Parties hereto may later agree. Either party may terminate this Agreement upon a ninety (90) day prior written notice to the other Party.

15. **NO UNINTENDED BENEFICIARIES.** In no event shall this Agreement confer upon any third person, corporation or entity the right to any cause of action or damages against any party hereto.

16. **SCOPE OF AGREEMENT.** This document reflects the full and complete understanding of the Parties, supersedes any other agreements entered into by and between the Parties hereto and may be modified or amended only by a written document signed by all of the Parties hereto.

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be signed by their duly authorize representatives this _____ day of ___________, 2025.

CITY OF INVERNESS:

_______________________________ _______________________________

Eric Williams, City Manager Susan Jackson, City Clerk

CITRUS COUNTY SHERIFF'S OFFICE: **CITRUS COUNTY BOCC:**

_______________________________ _______________________________

David E. Vincent, Sheriff Commissioner

EXHIBIT "A"

School Zones/Times

Main Street/ Line Street - Citrus High	8:30am-9:30am/3:00pm-4:00pm
Ella Street/Turner Camp Rd.- Inverness Middle School	7:00am-8:00am/1:50pm-2:50pm

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

July 15, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Resolution 2025-04 Residential Sanitation Rate - Fiscal Year 2026

CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Alexis Koter, Finance Director, Ruthi Griffiths, Assistant Director of Finance, Rob Pell, Assistant Public Works Director

Enclosures: 1. Resolution 2025-04 - Residential Cart Rates

As the Council is aware, in March 2020, a solid waste and disposal service fee was implemented for each residential unit within the City, which became effective 10/01/2020. The initial fee for FY 2021 was based on the rate study done by Tindale Oliver. The study recommended that the fee be reviewed and adjusted annually based on cost factors such as the collection of residential waste via contract and an outside party, cost of providing the technical study, and administrative expenses related to the residential solid waste service.

Staff has reviewed the projected program cost for FY 2026 and recommends that the residential solid waste fee be set at $18.40 a month per residential cart. This represents a $2.58 increase from the current monthly rate of $15.82. Even with the proposed increase, the City's service package remains robust and the lowest cost for such in the region.

It is recommended that the Council proceed to adopt the enclosed resolution, thereby setting the rate to be effective for services beginning 10/1/2025. As the fees for residential solid waste services are billed a month in advance, implementation of the rates would begin with the September billing.

Recommended Action –

1. Allow staff to speak
2. Motion, Second, and vote to Resolution 2025-04 by title only.
3. Deliberate the matter.
4. Motion, Second, and vote to adopt Resolution 2025-04 by roll call.

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

Eric C. Williams

RESOLUTION 2025-04

A RESOLUTION OF THE CITY COUNCIL OF INVERNESS, FLORIDA SETTING THE RESIDENTIAL SOLID WASTE AND DISPOSAL FEE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 THRU SEPTEMBER 30, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Inverness established a residential solid waste and disposal service fee for each residential unit pursuant to Section 10-17 of the Code of Ordinances of the City of Inverness; and

WHEREAS, the ordinance requires the City of Inverness to establish the service charge uniform rate for the next fiscal year by resolution adopted no later than July 31st of the previous year; and

WHEREAS, the rate established is pursuant to the recommendations of the Tindale Oliver technical analysis which includes adjustments due to increases in collection and disposal costs; and

WHEREAS, that the residential solid waste and disposal service fee for each residential unit is set at $18.40 per month, commencing with the September 2025 billing cycle.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Inverness, Florida in regular session passed and adopted said Resolution, effective upon adoption, this ____ day of ______________, 2025.

CITY OF INVERNESS

____
Gene Davis, Council President

ATTEST

____
Susan Jackson, City Clerk

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

July 15, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Commercial Sanitation Rates - Fiscal Year 2026

CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Alexis Koter, Finance Director, Ruthi Griffiths, Assistant Director of Finance, Rob Pell, Assistant Public Works Director

Enclosures: 1. FY 2026 Commercial Sanitation Rates

The City of Inverness has an excellent solid waste program that includes yard waste, bulk items, and single stream recycling for residents. Rates are annually adjusted by contracts for all facets of the program. The City must additionally manage (adjust) rates for the commercial sanitation program (See Enclosed Rate Schedule).

The City's Commercial Collection Rates for solid waste services are shown in the enclosed proposed annual rate sheet demonstrating an increase for the ensuing fiscal year. Rate adjustments are made on an annual basis as part of the Franchise Agreement for Solid Waste Collection Services in the City. The Rate Schedule has been adjusted to correspond to the change in the Consumer Price Index and in accordance with the Franchise Agreement. Given, a 5% increase will be applied per these terms for the upcoming fiscal year.

Additionally, the City of Inverness maintains a good relationship with the Citrus County Landfill that allows for an agreed-upon rate for the disposal of solid waste that is set annually by Interlocal Agreement. The proposed agreement for this year has an increase in disposal of 37% per ton. Based upon the proposed increase, the City will have to adjust the disposal fees for commercial rates accordingly.

The Commercial Sanitation Rates will accordingly be modified to meet these changes as set forth in the aforementioned agreements. Rates will become effective October 1, 2025. As the fees for sanitation charges are billed a month in advance, implementation of the rates would begin with the September Billing for an October 1 effective date.

Recommended Action** – **Verbal Update

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

Eric C. Williams

City of Inverness FY 2026 Commercial Sanitation Rate Comparison

Container Size	Freq	Collection Rate	Franchise Fee	Disposal Fee	Service Fee	Total Monthly Fee FY 2026
2 Yard	1X	$ 68.37	$ 6.84	$ 14.09	$2.00	**$ 91.29**
	2X	$ 136.73	$ 13.67	$ 28.20	$2.00	**$ 180.60**
	3X	$ 205.10	$ 20.51	$ 42.29	$2.00	**$ 269.89**
	4X	$ 273.46	$ 27.35	$ 56.38	$2.00	**$ 359.19**
	5X	$ 341.83	$ 34.18	$ 70.48	$2.00	**$ 448.50**
	6X	$ 410.20	$ 41.02	$ 84.57	$2.00	**$ 537.79**
3 Yard	1X	$ 102.54	$ 10.25	$ 21.14	$2.00	**$ 135.94**
	2X	$ 205.09	$ 20.51	$ 42.29	$2.00	**$ 269.88**
	3X	$ 307.63	$ 30.76	$ 63.43	$2.00	**$ 403.82**
	4X	$ 410.17	$ 41.02	$ 84.57	$2.00	**$ 537.76**
	5X	$ 512.72	$ 51.27	$ 105.72	$2.00	**$ 671.71**
	6X	$ 615.26	$ 61.53	$ 126.86	$2.00	**$ 805.65**
4 Yard	1X	$ 136.72	$ 13.67	$ 28.20	$2.00	**$ 180.59**
	2X	$ 273.44	$ 27.34	$ 56.38	$2.00	**$ 359.16**
	3X	$ 410.16	$ 41.02	$ 84.57	$2.00	**$ 537.75**
	4X	$ 546.88	$ 54.69	$ 112.74	$2.00	**$ 716.31**
	5X	$ 683.61	$ 68.36	$ 140.95	$2.00	**$ 894.92**
	6X	$ 820.33	$ 82.03	$ 169.15	$2.00	**$ 1,073.50**
6 Yard	1X	$ 205.09	$ 20.51	$ 42.29	$2.00	**$ 269.88**
	2X	$ 410.17	$ 41.02	$ 84.57	$2.00	**$ 537.76**
	3X	$ 615.26	$ 61.53	$ 126.86	$2.00	**$ 805.65**
	4X	$ 820.35	$ 82.03	$ 169.15	$2.00	**$ 1,073.53**
	5X	$ 1,025.44	$ 102.54	$ 211.40	$2.00	**$ 1,341.38**
	6X	$ 1,230.52	$ 123.05	$ 253.70	$2.00	**$ 1,609.28**
8 Yard	1X	$ 273.44	$ 27.34	$ 56.38	$2.00	**$ 359.16**
	2X	$ 546.88	$ 54.69	$ 112.74	$2.00	**$ 716.31**
	3X	$ 820.33	$ 82.03	$ 169.15	$2.00	**$ 1,073.50**
	4X	$ 1,093.77	$ 109.38	$ 225.52	$2.00	**$ 1,430.67**
	5X	$ 1,367.21	$ 136.72	$ 281.88	$2.00	**$ 1,787.82**
	6X	$ 1,640.65	$ 164.07	$ 338.26	$2.00	**$ 2,144.98**

Extra Dumps:		Collection Rate	Franchise Fee	Disposal Fee		Total Monthly Fee FY 2026
2 Yard		$ 54.99	$ 5.50	$ 3.26		**$ 63.75**
3 Yard		$ 75.75	$ 7.58	$ 4.88		**$ 88.21**
4 Yard		$ 89.89	$ 8.99	$ 6.51		**$ 105.39**
6 Yard		$ 124.69	$ 12.47	$ 9.77		**$ 146.93**
8 Yard		$ 159.65	$ 15.97	$ 13.02		**$ 188.64**

City of Inverness Commercial Sanitation Rates (pg 2)
Effective Dates: (10/01/25-9/30/26)

Monthly Small Commercial Container (Cart) Rates

	# of 96 gallon containers	Frequency (per week)	Weekly Volume (yards)	Collection Cost	Disposal Fee	Franchise	Acct Service Fee	**Total FY 2026**
Cart Rates 2x/Wk	1	2	0.95	$28.71	$4.49	$2.87	$2.00	**$38.07**
	2	2	1.90	$57.42	$8.97	$5.74	$2.00	**$74.13**
	3	2	2.85	$86.13	$13.46	$8.61	$2.00	**$110.20**

Monthly Small Multi-Dwelling Commercial Container Rates *

	# of 96 gallon containers	Frequency (per week)	Weekly Volume (yards)	Collection Cost	Disposal Fee	Franchise	Acct Service Fee	**Total FY 2026**
Cart Rates 1x/Wk	1	1	0.48	$14.34	$2.25	$1.43	$2.00	**$20.02**
	2	1	0.95	$28.69	$4.49	$2.87	$2.00	**$38.05**
	3	1	1.43	$43.03	$6.72	$4.30	$2.00	**$56.05**

Monthly Downtown Shared Compactor Rates

Business Classification	**Base Fee**	**Collection Cost**	**Franchise Fee**	**Disposal Fee**	**Account Service Fee**	**Total Monthly Cost FY 2026**
Office and Retail	$13.54	$16.13	$1.61	$3.38	$2.00	**$36.66**
Additional Office and Retail	$3.38	$4.02	$0.40	$0.86	$2.00	**$10.67**
Restaurants 1-49 chairs	$39.44	$46.98	$4.70	$9.86	$2.00	**$102.97**
Restaurants 50-99 chairs	$78.39	$93.37	$9.34	$19.61	$2.00	**$202.70**
Restaurants over 100 chairs	$156.31	$186.19	$18.62	$39.08	$2.00	**$402.19**

<u>Agenda Memorandum - ***City of Inverness***</u>

July 15, 2025

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Interlocal Agreement for Solid Waste Disposal - Renewal

CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Alexis Koter, Finance Director, Ruthi Griffiths, Assistant Director of Finance, Rob Pell, Assistant Public Works Director

Enclosures: 1. City of Inverness 2025-26 SW Interlocal Agreement

---

The City and County have established a mutually beneficial relationship for the use of the County landfill for the City's solid waste disposal (garbage). The initial agreement executed on January 7, 2020, must be renewed annually to maintain the current relationship. The FY 2025 agreement renewal increased the contract rates to $44.00 per ton for covered secured loads with no increase in surcharge for uncontained or uncovered waste consisting of a $10.00 minimum charge plus $10.00 per ton.

This year's renewal price is an increase of $16.00 per ton applied to both roll off containers and covered secured loads. The total price per ton is $60.00 for both roll off containers and covered secured loads under the revised agreement, which equates to a 37% increase. The uncontained waste surcharge remains unchanged at $10.00 minimum charge plus $10.00 per ton.

Given the success to date with the current approach to the City's solid waste disposal needs, it is recommended that we proceed to approve the interlocal agreement as presented. This agreement and rates therein would become effective October 1, 2025.

Recommended Action:

1. <u>Allow staff to speak</u>
2. <u>Motion and second to approve the Interlocal Agreement for FY 2026 with Citrus County for Solid Waste Disposal at the County Landfill and authorize the Council President to execute the document.</u>
3. <u>Deliberate the matter.</u>
4. <u>Vote the matter.</u>

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

Eric C. Williams

INTERLOCAL AGREEMENT
FOR THE DISPOSAL OF SOLID WASTE

This lnterlocal Agreement for the disposal of Solid Waste is hereby made and entered into by and between the **CITY OF INVERNESS,** a municipal corporation of the State of Florida, whose mailing address is 212 W. Main Street, Inverness, Florida 34450, hereinafter referred to as "City" and **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 110 N. Apopka Avenue, Inverness, Florida 34450, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, City is engaged in the business of garbage collection within its incorporated limits and through use of its own trucks, forces or alternatively contracts for the collection of solid waste generated within the City and

WHEREAS, City desires to utilize the Landfill and establish a per ton rate with the County for the use of the Landfill, and

WHEREAS, County has no objection to allowing City to utilize the Landfill at the covered secured load, per ton rate of $60.00, roll-off container covered secured load, per ton rate of $60.00 and an uncovered or uncontained waste surcharge consisting of a $10.00 minimum charge plus a per ton rate of $10.00, provided City brings all municipal solid waste to the landfill that it collects or contracts to have collected within the boundaries of the City of Inverness.

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

1. The above presented "Whereas" clauses are true, correct and are incorporated herein by reference.
2. The term "solid waste" as used in this Agreement shall be the same as the term is defined in Chapter 82, Citrus County Code.
3. County does hereby allow all solid waste generated within the City to be disposed of at the Citrus County Class I Sanitary Landfill Facility at the above described rates; the weight to be measured at the County's scales located at the Landfill facility. The tipping fees charged to the City shall be paid to County on a monthly basis and shall become due and payable on the 21st day of each month following the month of service.
4. The term of this Agreement shall be from October 1, 2025, until September 30, 2026. The Agreement may be renewed for subsequent one-year periods by mutual written consent of the parties. Any such renewal must be completed at least thirty (30) days prior to contract or renewal expiration.
5. This agreement shall also allow the residents of the City to dispose of Household Hazardous Waste at the same fee schedule provided to County residents.
6. In the event of breach of this Agreement by either party, both parties hereto shall be entitled to all remedies available to it at law or in equity including the right of specific performance of this Agreement. Any litigation with respect to this Agreement shall be filed in the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.
7. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if any to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; extraordinary breakdown of or damage to County's facilities or their equipment; court injunction or order; federal and/or state law

or regulations; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delays given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days, either party may terminate this Agreement.

8. This agreement shall be binding upon the successors, assigns and legal representatives of the respective parties by transfer or merger.
9. This Agreement includes the entire understanding of the parties and may only be modified by written amendment executed by both parties hereto.

IN WITNESS HEREOF, the parties hereto have executed this Interlocal Agreement on this ________________day of _____________________2025.

ATTEST:

____
Susan Jackson, City Clerk

CITY OF INVERNESS

By:____________________________
Gene Davis, Council President

Date:__________________

APPROVED AS TO FORM FOR THE
RELIANCE OF THE CITY OF INVERNESS ONLY:

____
__________________________, City Attorney

ATTEST:

____
Traci Perry, Clerk of Court

CITRUS COUNTY, FLORIDA

By:______________________________
Rebecca Bays, Chairman

Date:__________________

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

____
Denise A. Dymond Lyn, County Attorney

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

July 15, 2025

TO: Elected Officials

FROM:

SUBJECT: Project and Program Updates

- Cootertober
- Playground Shade
- Budget Development
- Other

CC:

Enclosures: