

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF  
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET  
January 20, 2026 - 5:30 PM**

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**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.

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**ENCLOSURES\***

- 1) INVOCATION, PLEDGE OF ALLEGIANCE & ROLL CALL**
- 2) PLEASE SILENCE ELECTRONIC DEVICES**
- 3) ACCEPTANCE OF AGENDA**
- 4) PRE-SCHEDULED APPEARANCES / RECOGNITIONS**
  - a) Employee Service Awards\*
- 5) PUBLIC HEARINGS / WORKSHOPS**
- 6) OPEN TO THE PUBLIC**

*The public is invited to speak. (Speaking time limit: Individual - 3 minutes;  
Group/Organization - 5 minutes)*
- 7) CITY ATTORNEY REPORT**
- 8) CONSENT AGENDA**
  - a) Bill Listing\*
  - b) Council Minutes\* - January 6, 2026
- 9) CITY CLERK'S REPORT**
- 10) CITY MANAGER'S REPORT**
  - a) N Pine Avenue Stormwater and Parking Project Bid Award

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- b) Professional Services for Skate Park & Basketball Court Development
- c) Ordinance 2026-853 Fertilizer Application Practices - First Reading
- d) Medical Marijuana Treatment Centers - Informational Item
- e) Project and Program Updates
  - Small Town Saturday Night
  - Helping Families Holiday Donations
  - Other

**11) MAYOR & COUNCIL SUBJECTS / REPORTS**

- a) Councilman Davis
  - City Clerk's Employment Agreement\*
- b) Mayor Plaisted
- c) Councilwoman Bega
- d) Councilwoman Hepfer
- e) Councilwoman Lizanich
- f) Councilman Craig

**12) NON-SCHEDULED PUBLIC COMMENT**

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

**13) ADJOURNMENT**

- a) **DATES TO REMEMBER**
  - Small Town Saturday Night  
Saturday, January 24, 2026 from 5:00pm – 9:00pm  
Downtown Inverness
  
  - Sports Expo 2026 Presented by The Train Station  
Saturday, January 31, 2026 from 11:00am – 5:00pm  
Liberty Park & Depot Pavilion
  
  - Inverness City Council Regular Meeting  
Tuesday, February 3, 2026 @ 5:30pm  
IGC – Council Chambers

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/26
		TOTALS FOR BOUND TREE MEDICAL LLC				397.22
		TOTALS FOR TIME WARNER CABLE				1,091.96
		TOTALS FOR EMBARQ FLORIDA, INC				683.41
		TOTALS FOR CITRUS COUNTY CHRONICLE				34.42
		[REDACTED]				[REDACTED]
		TOTALS FOR MAILFINANCE INC				5,740.00
		TOTALS FOR LORDCO ENTERPRISES				165.70
		TOTALS FOR LOWES				1,613.41
		TOTALS FOR UNIFIRST CORPORATION				173.81
		TOTALS FOR US LEGAL SERVICES, INC				75.00
		TOTALS FOR WASTE MANAGEMENT OF CENTRAL FL				35,027.07
				REPORT TOTALS		44,631.24

\*\* 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

January 6, 2026  
5:30 PM

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

President Davis  
Vice President Lizanich  
Councilwoman Bega  
Councilwoman Hepfer  
Councilman Craig  
Mayor Plaisted

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

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

#### **ACCEPTANCE OF AGENDA**

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

#### **PRE-SCHEDULED APPEARANCES**

**4)a) 2025 State of the City** with Mayor Plaisted stating the City’s ongoing commitment to being a “Small Town Done Right” by balancing progress with the character that defines Inverness. Mayor highlighted various departments and the accomplishments each department had achieved and spoke of things to come in the new year. **Public Works** key infrastructure projects that support both current residents and future growth included the Annual Road Improvement Program with an increased number of resurfaced streets. Utility improvements included completion of a standby generator installation at the Citrus Water Plant to ensure continued operations during power outages, as well as replacement of a six-inch water main along Hill Street. Traffic calming crosswalks and ADA-compliant sidewalk improvements were installed near the hospital for pedestrian safety and accessibility. The Master Lift Station Rehabilitation Project began, including the addition of a permanent standby bypass pump, funded through a \$1.2 million EPA grant. An increased \$1.6 million grant supported continued progress on the Highway 41 North Septic-to-Sewer Project. Additionally, the City secured more than \$11 million in state funding, covering 100 percent of the design of phases one through five and construction for phases one and two of the South Highlands Septic-to-Sewer Project without requiring local matching funds thus reducing potential assessments. Rehabilitation of Clarifier #2 at the wastewater treatment plant continued to support ongoing compliance. Other projects included design work for the North Pine Street stormwater project, as well as improvements to the Inverness Government Center council chambers and lobby. **Parks, Recreation, Events, and Cultural Arts** had improvements that increased public use at City parks. Projects included expanded dock access and swimming at Liberty Park & Wallace Brooks Park, installation of new playground shade structures, rehabilitation of the Liberty Park boardwalk, renovation of the Whispering Pines Park administrative building, and continued progress on the new WPP entrance. City-led events continued to grow

drawing tens of thousands of visitors to Inverness throughout the year. Signature events saw strong participation, led by record attendance at Small Town Saturday Nights, the Festival of the Arts, Big Bass, Bluegrass & BBQ, and the inaugural Inverness Senior Games, which welcomed nearly 250 participants from across the state. The Market at the Depot also continues to grow, with more vendors participating than ever before. Cootertober remained a cornerstone with a month-long series of family-friendly activities made possible through strong partnerships. December featured a wide range of holiday programming through collaborations between the City, Citrus County, and the Downtown Inverness Rotary Club, including multiple community events and two Christmas tree lighting ceremonies. These efforts were complemented by completion of a joint City-County project to revitalize downtown Inverness through streetscaping improvements and restoration of features at the Old Historic Courthouse. **Public Safety** remained a priority as the Inverness Fire Department achieving a significant improvement in the City's ISO rating, moving from a 5X to a 4X, a change expected to positively impact insurance premiums for residents and businesses. The City also secured \$715,000 in federal funding through the USDA Community Facilities Program to acquire a new ladder truck, strengthening emergency response capabilities for multi-story structures within the City. **CCSO Enhanced Law Enforcement** continued with community-oriented policing, an additional substation in the City building formerly known as the CORE Center on Dampier Street, Community Resource Deputy **Sam Ruby** was named **Deputy of the Year**. The **Community Development Department** saw increased activity with permits increasing from 854 in 2024 to 936 in 2025, with permit fee revenues rising by approximately \$45,000 despite reduced construction values. Code compliance cases increased significantly, reflecting a proactive approach to maintaining community standards. Ongoing efforts continue to update the City's Land Development Code and Comprehensive Plan to guide growth. **Information Technology** focused on City systems and cybersecurity compliance with the Florida Local Government Cybersecurity Act. Upgrades to email platforms, security hardware, and server operating systems improved functionality and protection, continues working with Finance to migrate the City's core financial software system to a cloud-hosted environment. **General Government and Finance** remained focused on service continuity and long-term planning. Preparations began for the 2026 City Elections, and Oak Ridge Cemetery continued to see strong demand, with nearly half of the columbarium niches sold. Records management efforts improved efficiency through compliance with state retention guidelines. The City's Independent Debt Rating and Community Reinvestment Agency credit ratings both remained at AA with a stable outlook, and the annual audit resulted in an unmodified audit report. Inverness stays true to what makes it a place people are proud to call home.

#### **PUBLIC HEARINGS / WORKSHOP**

None

#### **OPEN PUBLIC MEETING**

Steve Jones spoke of the number of turn lanes from Forest Dr. onto Hwy 44. He compared the turn lanes at Pleasant Grove Rd. onto Hwy 44. City Manager Williams explained this is a FDOT roadway and the matter will be brought to the attention of FDOT. Council President Davis suggested the recent construction in that area created more traffic on the roads creating vehicle backups.

## CITY ATTORNEY REPORT

None

## CONSENT AGENDA

- a) Bill Listing\*
  - Recommendation – Approval
- b) Council Minutes – 12/16/2025 & 12/17/2025 WPP Workshop\*
  - Recommendation – Approval

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

## CITY CLERK'S REPORT

**9)a) Resolution 2026-01 2026 City Elections\*** with City Clerk Jackson stating City elections are once again approaching and certain provisions must be in place to begin the process. The City Charter provides for the City Council, by Resolution, to call for all general or special elections. Resolution 2026-01 sets the date of the upcoming City of Inverness General Election for November 3, 2026 for Council Seats #1, #3 #5, and Mayor. **Councilwoman Bega motioned to have the Clerk read Resolution 2026-01 by Title only. Seconded by Councilwoman Hepfer. The motion carried.**

### **RESOLUTION 2026 - 01**

**A RESOLUTION CALLING FOR THE 2026 CITY ELECTION; SETTING THE DATES FOR SAID ELECTION(S); SETTING THE DATES FOR EARLY VOTING; DESIGNATING SEATS TO BE VOTED UPON; PROVIDING FOR FORM OF BALLOT; PROVIDING FOR PUBLICATIONS OF NOTICE OF ELECTION.**

**Councilwoman Hepfer motioned to adopt Resolution 2026-01 by roll-call vote. Seconded by Councilwoman Bega. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Hepfer, yes; Councilwoman Lizanich, yes; Councilman Craig, yes; President Davis, yes. The motion carried.**

**9)b) City Council Meeting Relocation\*** with City Clerk Jackson stating we have been coordinating with the Supervisor of Elections Office to schedule 2026 Early Voting and Elections for the Primary, and General Elections. The Inverness Government Center is a well-received polling location and accommodation of these activities creates a conflict with three (3) City Council meeting dates. The Primary will involve the regular Council Meeting on Tuesday, August 18, 2026. The General Election involves a regular Council Meeting on Tuesday, October 20 for Early Voting and Tuesday, November 3, 2026 Election Day, with the City Charter stating the meeting will be held the day following the Election on Wednesday, November 4, 2026. Therefore, it will be necessary to relocate the meetings to the Valerie Theatre. The purpose of this memorandum is to recognize all meeting dates affected due to the 2026 Election schedule. *No action required.*

**9)c) City Clerk Employment Agreement\*** with City Clerk Jackson stating the current employment agreement for the City Clerk was approved on February 4, 2020 and will reach expiration February 4, 2026. Given, it is necessary to develop a new agreement should the Council desire to continue with the current appointment of the City Clerk. Historically, the

process for such an agreement would be to garner Council consensus to have the Council President meet and develop a new agreement with the City Clerk and City Attorney. The resulting agreement would be presented at a future Council meeting for consideration. **Council consensus was for the Council President to meet with the City Clerk and City Attorney to develop a new agreement as presented.**

### **CITY MANAGER'S REPORT**

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

- Parks Director Worley highlighting upcoming events include Martin Luther King, Jr. events on January 17 at Liberty Park.
- Small Town Slam will be January 16 starting at 7:00pm at the Depot Pavilion. Small Town Saturday Night will be January 24 at the Depot Pavilion from 5:00pm – 9:00pm.
- Inverness Senior Games will be February 7 at Liberty Park for the opening ceremony and spoke of last year being the inaugural year.
- Happy New Year with City Manager Williams spoke of another successful year ahead for Inverness with the Plan-Fund-Execute approach. Noted an Ordinance for medical marijuana dispensaries and an Ordinance regarding fertilizer will be presented at the next Council meeting.

### **COUNCIL/MAYOR SUBJECTS**

Mayor Plaisted spoke of the great event of unveiling the Caboose. Spoke of those in attendance at the unveiling including Rep. Bilirakis, County Commissioners, etc. Stated last year was a great year and spoke of progress and the future.

Councilwoman Bega appreciated the State of the City by the Mayor and found the accomplishments, caboose unveiling, etc. interesting.

Councilwoman Hepfer stated she enjoyed the caboose unveiling and spoke of tales from the past regarding the railroad and Cooter Pond. Appreciates we are holding on to history.

Councilwoman Lizanich stated the State of the City was beautifully done and spoke of the many achievements accomplished through cooperation with various agencies. Looking forward to this year.

Councilman Craig thanked everyone for their support regarding the caboose unveiling and noted the top four attendees from the Park Services department of the State. Spoke of the State of the City presentation and added various projects and accomplishments. Wish everyone a good new year.

Council President Davis stated the State of the City was astounding with the many accomplishments. It is an honor and humbling to work with this Council to do what is right for the City, we are a Small Town Done Right. He spoke of the history of the railroad and of making it a State trail. Thanked Councilman Craig for his dedication in the restoration of the caboose at the Trailhead.

**CITIZENS NOT ON AGENDA**

Debbie Wheatley thanked City Manager Williams regarding the repaving of Forest Drive to include Silverwood easement. Understands the intersection at Forest Drive and Hwy 44 is FDOT and noted traffic. City Manager Williams explained various factors that FDOT would deal with and the difficulty of any change.

Meeting adjourned at 6:18 p.m.

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City Clerk

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Council President

# Agenda Memorandum - *City of Inverness*

January 20, 2026

TO: Elected Officials

FROM: Frank Calascione, Assistant City Manager

SUBJECT: N Pine Avenue Stormwater and Parking Project Bid Award

CC: Eric Williams, City Manager, Rob Pell, Public Works Director, Christopher Shoemaker, Director of Community Development, Alexis Koter, Finance Director

Enclosures: 1. T & C Underground Bid (1)  
2. North Pine Avenue Memorandum for Award.  
3. City of Inverness Scope of Services CEI N Pine Avenue Stormwater  
4. Pine Street CEI MH\_ Fee Estimate\_ Revised

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The City secured a \$450,000 Stormwater Grant from the Florida Department of Environmental Protection (FDEP) to improve existing stormwater facilities on North Pine Avenue, consistent with the City's Stormwater Masterplan. In late 2024 and early 2025, Council approved expansions of the project to include an increase in parking spaces on the City's property and resurfacing of the existing parking area. The expansions allowed for full utilization of the FDEP grant funds and utilized budgeted ICRA funding for some of the additional parking expansion not covered by the grant.

The consolidated project will add 28 new parking spaces and over 435,000 gallons of stormwater treatment capacity for storm events which will help protect our area's lakes and springs.

The City recently issued a Request for Proposal (RFP 2025-02-DPW) for construction of the project. The RFP garnered numerous submissions, which allowed for a competitive process.

The City's contracted engineering firm, Lochner, in concert with staff, has performed due diligence in order to recommend the lowest and best bidder. Attached is the engineer's memo outlining the review of the submittals. The bids received were:

Art Construction	Walker	\$838,658.00
Hartman Construction	Civil	\$473,888.00
Pave-Rite Inc.		\$477,731.88
Earthscapes Unlimited		\$409,535.73
John L. Contracting	Finch	\$717,709.00
MidSouth Inc.		\$693,791.60

T&C Underground \$373,735.00  
Inc.

It is recommended that Council accept the bid from T&C Underground Inc., in the amount of \$373,735 as the lowest and best option and add another \$40,000 as contingency funds for as-needed use, because a contingency line item was not included as part of the bid sheet and therefore not submitted by any of the bidders. It is usual and customary to include a ten percent contingency for projects of this type. Additionally, it is requested that Council authorize construction, engineering, and inspection (CEI) services from Lochner in the amount of \$38,647.95.

***Recommended Action:***

1. Allow staff to present
2. Motion and second to award the bid to T&C Underground Inc. in the amount of \$373,735 for the construction of the N Pine Avenue Stormwater and Parking Improvements, adding \$40,000 in contingency funds, and authorize CEI services from Lochner in the amount of \$38,647.95 and authorize the City Manager to execute the agreement, issue a notice to proceed, and manage change orders to the project.
3. Deliberate the matter
4. Vote on the matter

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

Eric C. Williams

# TCU

-Original-

T&C Underground, Inc.  
"Water, Sewer, Storm Drainage, & Fireline"  
7450 SW 38<sup>th</sup> Ave - Ocala, FL 34476  
Phone: (352)867-1060  
Email: thmssizemore@aol.com

*Project:*

**PINE AVENUE STORMWATER POND &  
NORTH PINE AVENUE PARKING/POND  
MODIFICATION**

*Project #:*

**2025-02-DPW**

*Section:*

**COVER PAGE**

**SECTION 00300 – BID FORM**

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual, and project addenda relating to the above-entitled matter and the work and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that are 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 one hundred twenty (120) calendar days and final completion within one hundred-fifty (150) calendar days from the date of Notice To Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of two-hundred fifty (\$250) dollars for each consecutive calendar day thereafter.

10. The Bidder acknowledges having received the following project addenda:

No. 1, Date: 12/9

No. 2, Date: 12/12

No. \_\_\_\_\_, Date: \_\_\_\_\_

**BID FORM**  
**NORTH PINE AVENUE STORMWATER POND AND PARKING MODIFICATIONS**  
 REVISED BID

City of Inverness

Bid Item	Pay Item	Description	Units	Quantity	Unit Cost	Total
1	0101 1	MOBILIZATION	LS	1	25000	\$ 25,000.00
2	0102 1	MAINTENANCE OF TRAFFIC	LS	1	8500	\$ 8,500.00
3	0104 10 3	SEDIMENT BARRIER	LF	1,010	3	\$ 3,030.00
4	0104 15	SOIL TRACKING PREVENTION DEVICE	EA	1	2500	\$ 2,500.00
5	0104 18	INLET PROTECTION SYSTEM	EA	2	200	\$ 400.00
6	0110 1 1	CLEARING & GRUBBING	AC	1.66	10000	\$ 16,600.00
7	0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	74	55	\$ 4,070.00
8	0120 1	REGULAR EXCAVATION	CY	1,601.4	\$ 20.00	\$ 32,028.00
9	0120 6	EMBANKMENT	CY	241.3	\$ 5.00	\$ 1,207.00
10	0160 4	TYPE B STABILIZATION	SY	1,333	\$ 7.00	\$ 9,331.00
11	0285709	OPTIONAL BASE, BASE GROUP 09	SY	1,333	\$ 20.00	\$ 26,660.00
12	0327 70 1	MILLING EXISTING ASPHALT PAVEMENT, 1" AVG DEPTH	SY	2,038	\$ 8.00	\$ 16,304.00
13	0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	280	\$ 230.00	\$ 64,400.00
14	0425 11	Modify Existing Drainage Structure	EA	1	\$ 13500.00	\$ 13,500.00
15	0425 1201	INLETS, CURB, TYPE 9, <10'	EA	1	\$ 4500.00	\$ 4,500.00
16	0425 1521	INLETS, DT BOT, TYPE C<10'	EA	5	\$ 4000.00	\$ 20,000.00
17	0425 1551	INLETS, DT BOT, TYPE E, <10'	EA	1	\$ 4500.00	\$ 4,500.00
18	0425 2 61	MANHOLES, P-8, <10'	EA	1	\$ 7500.00	\$ 7,500.00
19	0425 3 41	JUNCTION BOX, DRAINAGE, P-7, <10'	EA	1	\$ 3000.00	\$ 3,000.00
20	0430174218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 18"SD	LF	202	\$ 110.00	\$ 22,220.00
21	0430175115	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"s/CD	LF	239	\$ 70.00	\$ 16,730.00
22	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"s/CD	LF	4	\$ 100.00	\$ 400.00
23	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"s/CD	LF	150	\$ 150.00	\$ 22,500.00
24	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	45	\$ 75.00	\$ 3,375.00
25	0520 2 4	CONCRETE CURB, TYPE D	LF	157	\$ 20.00	\$ 3,140.00
26	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	21	\$ 100.00	\$ 2,100.00
27	0570 1 1	PERFORMANCE TURF	SY	3,295	\$ 4.00	\$ 13,180.00
28	0711 11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	24	\$ 50.00	\$ 1,200.00
29	0711 16101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.358	\$ 20,000.00	\$ 7,160.00
30	1050 42206	UTILITY PIPE- HIGH DENSITY POLYETHYLENE, FURNISH & INSTALL, WATER/SEWER, 6"	LF	44	\$ 50.00	\$ 2,200.00
31	N/A	MITERED END SECTION, OPTIONAL MATERIAL, ROUND	EA	1	\$ 2,000.00	\$ 2,000.00
32	N/A	STORMWATER DIVERTER MANHOLE	EA	1	\$ 14,500.00	\$ 14,500.00
<b>TOTAL COST</b>						<b>\$ 373,735.00</b>

Note: All material below stabilization (Sub grade) is included in the cost of the pipes. All other items are included as part of the bid quantities.

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 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: \$ 373,735.00

WORDS: Three Hundred Seventy Three Thousand, Seven Hundred Thirty five dollars & zero cent.

THIS PROPOSAL DATED THIS 17 day of Dec 2025

ATTEST:

Witness:

Rei Puhl

Signature

Robin Buhl

Printed Name

By:

[Signature]

Authorized Signature (Principal)

Thomas Sizemore, Pres.

Printed Name, Title

T&C Underground, Inc.

Company Name

Address:

7450 SW 38th Ave

Ocala, FL 34476

26-2890138

Employee I.D. No.

CUC 057381

Contractor's License Number

Telephone Number:

352-867-1060

**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: Marion

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

1. The business address of T&C Underground (name of bidder or contractor) is 7450 SW 28th Ave Ocala, FL 34476

2. My relationship Thomas Sizemore (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).

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

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

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


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

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

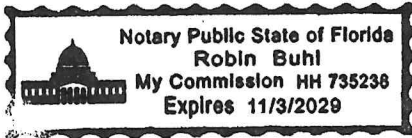
7. ~~There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor.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

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

Sworn to and subscribed before me in the state and county first mentioned above on the 17 day of December, 2025.

Signed:   
Notary Public

(Affix seal)



My commission expires: \_\_\_\_\_

END OF SECTION

**SECTION 00303 – DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that T&C Underground does:

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

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



\_\_\_\_\_  
Bidder's Signature



\_\_\_\_\_  
Date

**END OF SECTION**

BID BOND  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2512149  
Contract Account Number: 9201540

KNOW ALL MEN BY THESE PRESENTS, that we T&C UNDERGROUND INC.  
7490 SW 38TH AVE  
OCALA, FL 34476

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY  
3452 LAKE LYNDA DR, #100/#390  
ORLANDO, FL 32817

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF INVERNESS

as Obligee, hereinafter called the Obligee, in the sum of 5% OF THE ACCOMPANYING BID

Dollars (\$ 5% ),  
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 PINE AVE & EXISTING N. PINE AVE PARKING/POND DRAINAGE AND  
PARKING IMPROVEMENTS - RFP #2025-02-DPW

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 9TH day of DECEMBER, 2025  
T&C UNDERGROUND INC. Principal (Seal)

[Signature]  
Witness

[Signature]  
President  
Title

[Signature]  
Witness

OLD REPUBLIC SURETY COMPANY Surety  
[Signature] Attorney-In-Fact





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KELLY BURROWS, SHANE FINLEY, JASON SHANNON, ERIN NATALINO, OF THE VILLAGES, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guaranties of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 31ST day of JANUARY, 2024.

OLD REPUBLIC SURETY COMPANY

*Karen J. Staffner*

Assistant Secretary



*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 31ST day of JANUARY, 2024, personally came before me, Alan Pavlic and

Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3025

Signed and sealed at the City of Brookfield, WI this 9<sup>th</sup> day of December, 2025



*Karen J. Staffner*

Assistant Secretary

THE VILLAGES INS PARTNERS



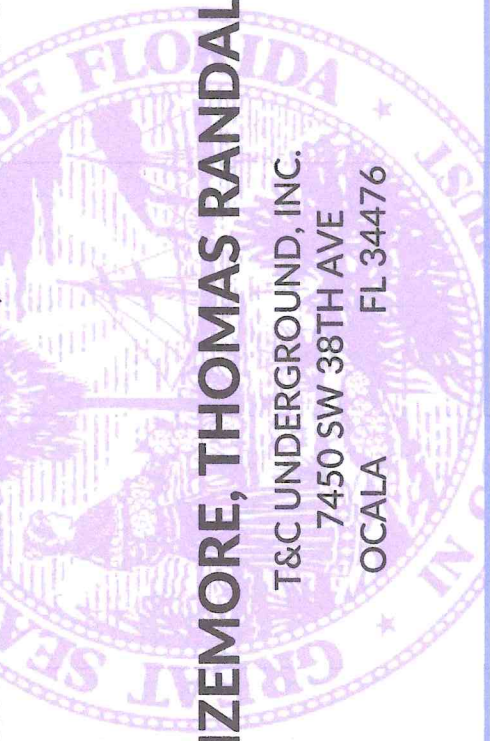
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**SIZEMORE, THOMAS RANDALL**

T&C UNDERGROUND, INC.  
7450 SW 38TH AVE  
OCALA FL 34476

**LICENSE NUMBER: CUC057381**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



ISSUED: 02/10/2025

Do not alter this document in any form.

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

**Jimmy Patronis**  
**CHIEF FINANCIAL OFFICER**  
JoAnne Rice  
**DIVISION DIRECTOR**



**Bruce Gillingham**  
**BUREAU CHIEF**  
Catherine Thrasher  
**SAFETY PROGRAM MANAGER**

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**  
**DIVISION OF STATE FIRE MARSHAL**  
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342  
Tel. 850-413-3644

**CERTIFICATE OF COMPETENCY**  
**OFFICIAL COPY**

**THIS CERTIFIES THAT:** Thomas R Sizemore  
7450 SW 38th Avenue  
Ocala FL 34476

**BUSINESS ORGANIZATION:** T & C Underground

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

**Issue Date:** 07/01/2024  
**Type:** 09  
**Class:** 14  
**County:** Marion  
**License/Permit #:** 205226-0001-2010  
**Expiration Date:** 06/30/2026



*Jimmy Patronis*  
**Chief Financial Officer**



# Memorandum

To Robert Pell, Director of Public Works

From Gary S. Downing, PE H W Lochner Engineering

RE: RFP# 2026-02 Summary of Bids \_ Recommendation of Award  
 T&C Underground Inc. City of Inverness Pine Avenue Stormwater Pond & North Pine Avenue  
 Parking/Pond Modification

Date: December 30, 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 December 17, 2025. Seven contractors submitted bids and all contractors meet requirements and qualified for the scope of work. The summary of the results is summarized below:

	Contractor Ranking	Bid Amount	Corrected (Adjusted)	Variance
1	T & C Underground	\$ 373,735.00	\$ 373,734.50	\$0.50 *
2	Earthscapes Unlimited	\$ 409,535.73	\$ 467,860.21	\$(58,324.48)**
3	Hartmann Const.	\$ 473,888.00	\$ 473,935.00	\$(47.00)***
4	Pave Rite Inc	\$ 477,731.88	\$ 477,753.43	\$(21.55)***
5	Midsouth Inc	\$ 693,791.40	\$ 693,499.10	\$292.30****
6	John Finch Contracting	\$ 717,709.00	\$ 717,708.88	\$0.12*
7	ART Walker	\$ 838,658.00	\$ 838,693.76	\$(35.76)***

\* Correction for rounding error no change in rankings

\*\*Correction for extension error and missing items no change in rankings

\*\*\*Correction for extension error no change in rankings

\*\*\*\*Correction for transposed quantities as 2083 no change in rankings.

Therefore, based on review, the lowest responsive and responsible bidder is T&C Underground Inc. at \$373,735 and recommended for award of contract RFP# 2026-02 PW City of Inverness Pine Avenue Stormwater Pond & North Pine Avenue Parking/Pond Modification Project.

Additionally, it is recommended that a contingency amount of \$40,000 be included with the award since a contingency for unforeseen issues was not included as part of the bid sheet. Such contingency will be used on an as needed basis.

Attachments: Submitted Bid Tabulation Worksheet

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

**Scope of Services for City of Inverness CEI  
N Pine Avenue Stormwater**

Construction Management Services:

- a) Conduct preconstruction meeting, construction progress meetings and prepare meeting minutes and monthly construction progress schedules and reports.
- b) Prepare Notice to Proceed for signature by City of Inverness to establish contract start date, substantial completion and final acceptance.
- c) Maintain records and respond to public inquiries telephone calls and complaints
- d) Review schedules submitted by the contractor for sequence and conformance with contract dates for completion.
- e) Identify and track weather delays and schedule impacts for adjustments.
- f) Record and respond to RFIs from Contractor regarding issues due to unforeseen or unidentified concerns during construction with recommendations for resolution.
- g) Review construction inspection reports relating to contractors' performance and communicate with contractors regarding conformance to plan specifications, workmanship, if necessary.
- h) Review construction pay requests for compliance with contract quantities, plans, specifications and any approved change orders/ directives.
- i) Monitor construction contractors' quality control and quality assurance program including the logging of materials incorporated into the project, testing and test results.
- j) Conduct walk through, punch list and notice of substantial completion.
- k) Schedule and conduct final Inspection for acceptance.
- l) Upon completion of a construction contract, review as-built or record drawings and recommend approval of such record drawings to the City of Inverness.
- m) Process final pay estimate, provide all records and closeout paperwork

Construction Inspection Services

- a) Provide qualified technicians to perform construction inspection.
- b) Prepare daily inspection reports, materials reports and logbooks to document the project construction according to the requirements of the contract documents.
- c) Monitor MOT for compliance with approved project MOT.
- d) Monitor site for general safety , pedestrian and public access through site and ADA requirements
- e) Summarize quantities placed versus quantities estimated for progress payment and final cost reconciled with contractor.

QC Plan review of selected Contractor will include:

1. Analysis of Contractor's sampling and testing of materials for compliance with contract documents for earthwork, concrete and asphalt.
2. Provide analysis of Asphalt paving reports and mixes as needed for permanent roadway improvements.

## CONSULTANT CEI FIRM ESTIMATED STAFFING

COUNTY	Citrus
PROJECT TYPE & DESCRIPTION	Pine Ave. Stormwater Inspection
DATE PREPARED	1/13/2026

Item No.	CEI: 120 days Personnel Classifications	2026					Man Months
		Jan	Feb	Mar	Apr	May	
		1	2	3	4	P	
1	CEI Inspector , Mohamed Chochane	0.250	0.500	0.500	0.500	0.250	2.000
3	Senior Project Engineer , Gary Downing	0.050	0.050	0.050	0.050	0.050	0.250
<b>TOTAL</b>		<b>0.300</b>	<b>0.550</b>	<b>0.600</b>	<b>0.550</b>	<b>0.300</b>	<b>2.300</b>

Scope of work:

Contract Inspection and oversight of new construction improvements.

Staffing includes all required services for funding requirements and reimbursement.

Attached detailed Scope of Services.

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<b>Man Hours</b>	<b>Rate</b>
330.000	\$ 80.33
41.250	\$ 294.28
<b>379.500</b>	

# Agenda Memorandum - *City of Inverness*

January 20, 2026

TO: Elected Officials  
FROM: Eric Williams, City Manager  
SUBJECT: Professional Services for Skate Park & Basketball Court Development  
CC: Susan Jackson, City Clerk, Alexis Koter, Finance Director, Woody Worley, Parks & Recreation Director  
Enclosures: 1. Park Improvements Professional Services

---

As Council is aware, park improvements have been budgeted in the 2026 CIP. These improvements will include a basketball court and a skate park to be located next to Wallace Brooks Park on the 19,000 square foot City-owned parcel just to the west of the existing large parking lot and south of the existing volleyball courts. Staff has engaged Kimley Horn, Inc, one of the City's contracted engineering firms, to provide the professional services proposal for these park improvements' design.

The professional services proposal includes a concept design, construction documents, permits, and coordination with contractors during the bidding process.

The proposed cost for the aforementioned services is \$42,300 and is covered by the existing project budget. It is recommended Council proceed to approve Kimley Horn's proposal for professional services for the park improvements.

***Recommended Action:***

1. Allow staff to present
2. Motion and second to approve the proposal by Kimley Horn, Inc in the amount of \$42,300 for the professional services as presented and authorize the City Manager to execute the document
3. Deliberate the matter
4. Vote the matter

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

Eric C. Williams

## TASK ASSIGNMENT 3

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the “Consultant” or “Kimley-Horn”), and the City of Inverness (the “City” or “Client”) in accordance with the terms of the Continuing Services Agreement for Continuing Professional Services dated October 1, 2022, which is incorporated herein by reference.

### **Identification of Project:**

Project: Wallace Brooks Park Improvements

Client: City of Inverness

Project Manager: Jessica Braud, PLA

### **Project Understanding:**

Wallace Brooks Park is an existing city park located at 321 E. Dampier St. Inverness, FL 34450. The Project is limited to a (+/-) 19,000 SF (0.44 AC) portion of the park located west of the existing parking lot and south of the existing sand volleyball courts (Figure 1). The City is seeking Professional Consulting services for the proposed park improvements. This scope of work is limited to the following improvements:

- One (1) 84' x 50' basketball court
- Location/size of skate park. Kimley-Horn will provide the extents of the slab for the skate park. The skate park furnishings and layout will be designed, permitted, and constructed, by others.
- Park site furnishings are limited to benches, bike racks, and picnic tables.
- Sidewalks and access to new improvements
- It is assumed that the existing parking lot and existing parking counts meet all requirements and will not need to be modified to accommodate the park expansion.
- Client shall provide As-Builts/updated survey for design and permitting.



Figure 1

**Scope of Services**Task 1 – Concept Design

Kimley-Horn will prepare one (1) preliminary concept design package to submit to the Client for review and comment. Comments provided will be incorporated into one revision with a final concept design package. Additional concept revisions will require additional services. The concept design package will consist of the following:

- A. Conceptual site plan in hand sketch electronic PDF format identifying layout and materiality for the proposed improvements as described in the Project understanding.
- B. Design imagery boards will be provided in electronic PDF format depicting the general design aesthetic.

Task 2 – Construction Documents

Kimley-Horn will coordinate with the Client's professional survey, geotechnical engineering, environmental, and skate park consultants to obtain required base information to design the Project.

Kimley-Horn will prepare construction plans for the Project utilizing the approved conceptual plan from Task 1 as the basis of design. Should modifications to the proposed site layout, which require substantial revisions to the site design or construction plans, be requested by the City during, or after, the preparation of the CDs, associated revisions to the plans shall be considered an Additional Service. These documents will be of sufficient detail for bidding, permitting, and construction of the proposed improvements. The construction plans will include:

- 1) Title Sheet
- 2) Project Notes and Specifications
- 3) Existing Conditions and Demolition Plan
- 4) Aerial Master Plan
- 5) Site/Hardscape Plan and Details
- 6) Code Required Landscape Plan
- 7) Paving, Grading, and Drainage Plan
- 8) Erosion and Sedimentation Control Plan
- 9) Construction Details

Construction documents will be submitted to the Client at 60%, 90%, and 100% plans for review and comment. Comments received on the 60% documents will be incorporated into the 90% plans which will be used for permitting purposes. Consolidated Client and Agency comments received on the 90% plans will be incorporated into the final 100% construction documents and submitted to the Client in electronic PDF format.

Task 3 – Stormwater Design Report

Kimley-Horn will prepare a Stormwater Design Report including design calculations demonstrating compliance with the master drainage system and storm drain conveyance system for the Project. The

drainage system design will be prepared in accordance with the City of Inverness and Southwest Florida Water Management District (SWFWMD) criteria.

#### Task 4 - Meetings and Coordination

Kimley-Horn will attend meetings and/or conference calls as requested by the City. Meetings can be scheduled and held by the City, Contractor, and reviewing agencies throughout the Project. This task includes time for one (1) virtual kick off meeting and coordination with the skate park designer or other associated vendors. This task includes up to twenty (20) hours of Kimley-Horn effort. Meetings and coordination beyond the twenty (20) hours shall be considered Additional Services.

#### Task 5 – Permitting Services

Upon completion of the Construction Documents, Kimley-Horn will submit the final construction plans with the following agencies for review and permitting:

- A. City of Inverness – Kimley-Horn will provide the 60% site plan and attend a virtual plan review page turn meeting with applicable city staff departments. Consolidated City comments will be incorporated into the 90% plans. The 90% plans as described above will be submitted to the City for site development permit review and processing by the City. Comments provided by the City will be incorporated in the 100% plans. Other development review applications are not included.
- B. Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit
- C. This task assumes one (1) resubmittals/responses to comments to each agency. If additional resubmittals are required, it will be considered an Additional Service and billed on an hourly basis per our then current hourly rates or a negotiated lump sum amount.

#### **Additional Services**

- Irrigation Design
- Site Lighting / Photometrics
- Mechanical, Electrical, Plumbing (MEP) Engineering
- Arboricultural Services
- Value Engineering
- Kimley-Horn will provide specifications as notes on the plans. Construction Specifications Institute (CSI) format written specifications are excluded from the scope of services.
- Three-dimensional (3-D) modeling/renderings
- Well Design/Permitting Services
- Survey Services
- Geotechnical Engineering
- Utility Design
- Bid Phase Services
- Construction Phase Services

**Fee and Billing**

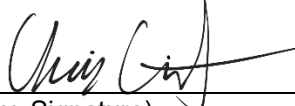
Kimley-Horn will complete the above scope of services for the lump sum fee shown in the table below, inclusive of office overhead expenses. Services provided under this Task Assignment will be invoiced on a monthly basis. The breakdown of fee by task is as follows:

<b>Task Description</b>	<b>Lump Sum Fee</b>
Task 1 – Concept Design	\$5,500
Task 2 – Construction Documents	\$18,000
Task 3 – Stormwater Design Report	\$6,000
Task 4 – Meetings and Coordination	\$3,800
Task 5 – Permitting Services	\$9,000
<b>Total Lump Sum Fees:</b>	<b>\$42,300</b>

ACCEPTED:  
THE CITY OF INVERNESS, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

\_\_\_\_\_  
(By: Signature)

  
\_\_\_\_\_  
(By: Signature)

\_\_\_\_\_  
(Print Name and Title)

Chris Cianfaglione, PLA  
\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Date)

1/13/2026  
\_\_\_\_\_  
(Date)

# Agenda Memorandum - *City of Inverness*

January 20, 2026

TO: Elected Officials  
FROM: Eric Williams, City Manager  
SUBJECT: Ordinance 2026-853 Fertilizer Application Practices - First Reading  
CC: Susan Jackson, City Clerk, Christopher Shoemaker, Director of Community Development  
Enclosures: 1. Ordinance 2026-853 - Fertilizer Application  
2. Ex. A - Fertilizer Ordinance  
3. Ordinance 2026-853 BUSINESS IMPACT STATEMENT

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On December 6, 2025, Council discussed fertilizer application practices within City limits. The consensus was for staff to return a draft ordinance for consideration.

Staff prepared the draft ordinance based on recommendations from the Florida Department of Environmental Protection. The draft ordinance was reviewed and approved by the City Attorney. The ordinance adoption process will include a First Reading this evening and a Public Hearing, Second Reading and Adoption on February 3<sup>rd</sup>.

***Recommended Action:***

1. Allow Staff to Present
2. Motion, second, and vote to read Ordinance 2026-853 by title only
3. Deliberate the matter
4. Motion, second and vote to adopt Ordinance 2026-853 on a first reading by roll call

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

Eric C. Williams

**ORDINANCE 2026 – 852**

**AN ORDINANCE OF THE CITY OF INVERNESS AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES BY ADDING ARTICLE V, REGULATING THE USE OF FERTILIZER WITHIN THE CITY LIMITS; PROVIDING FOR CODIFICATION, CONFLICTS, AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Inverness has the authority to adopt this modification to Ordinance pursuant to Article VIII, Section 2(b) of the Florida Constitution, Section 166.021, Florida Statutes, and Section 403.9337, Florida Statutes in order to protect public health, safety, and water quality, including the regulation of fertilizer use to reduce nutrient pollution; and,

**WHEREAS**, as a result of impairment to surface waters caused by excessive nutrients, or, as a result of increasing levels of nitrogen in the surface and/or ground water within the aquifers or springs within the City of Inverness, the City has determined that the use of fertilizers on lands adjacent water bodies during the rainy season creates a risk to contributing to adverse effects on surface and/or ground water; and,

**WHEREAS**, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of the residents and the health of the public; and,

**WHEREAS**, the regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality; and

**WHEREAS**, the City Council finds that this Ordinance is in the best interest and welfare of the citizens of the City of Inverness and to visitors.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY OF INVERNESS, FLORIDA, AS FOLLOWS:**

**SECTION 1: RECITALS.** The above referenced “Whereas” clauses are true and correct and constitute legislative findings of the City Council.

**SECTION 2: ADOPTION.** Chapter 22 of the City of Inverness Code of Ordinances is hereby amended to add Article V – Use of Fertilizer, as provided in **Exhibit A**.

**SECTION 3: INTENT.** It is the intent of this Ordinance to promote the use of Best Management Practices that provide specific management guidelines to minimize the adverse secondary and cumulative environmental impacts associated with the improper application and misuse of fertilizers

**SECTION 4: CODIFICATION.** Exhibit A of this Ordinance shall be codified and made part of the City of Inverness Code of Ordinances. This Ordinance may be renumbered or re-lettered to

accomplish the intent of this Ordinance: that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word. The City Clerk is given liberal authority to correct scribes’ errors, such as incorrect code cross references, grammatical, typographical and similar or like errors when codifying this Ordinance.

**SECTION 5: CONTROL.** In the event of a conflict or conflicts between this Ordinance and other ordinances, this Ordinance controls.

**SECTION 6: SEVERABILITY.** It is the intent of the City Council of the City of Inverness, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

**SECTION 7: 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 20th day of January, 2026.

Upon motion duly made and carried on second reading, the foregoing Ordinance was approved on the 3rd day of February, 2026

\_\_\_\_\_  
GENE DAVIS, Council President

ATTEST:

\_\_\_\_\_  
SUSAN JACKSON, City Clerk

Approved as to form and correctness

\_\_\_\_\_  
JAMES T. HARTLEY, Assistant City Attorney

## **Article V – Use of Fertilizer**

### **Sec. 22-100. - Definitions –**

- (a) For this Article, the following terms shall have the meanings set forth in this section unless the context clearly indicates otherwise:
- (1) “Applicator” means any Person who applies fertilizer on turf and/or landscape plants within the municipal boundaries of the City of Inverness.
  - (2) “Fertilizer” means any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.
  - (3) “Landscape Plant” means any native or exotic tree, shrub, or groundcover (excluding turf).
  - (4) “Person” means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.
  - (5) "Saturated soil" means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this ordinance, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.
  - (6) “Turf,” “Sod,” or “Lawn” means a piece of grass-covered soil held together by the roots of the grass.

### **Sec. 22-101. - Applicability.**

This Article shall be applicable to and shall regulate any and all applicators of fertilizer and areas of application of fertilizer within the municipal boundaries of the City of Inverness, unless such applicator is specifically exempted by the terms of this Ordinance from the regulatory provisions of this Ordinance.

### **Sec. 22-102. - Timing of Fertilizer Application.**

No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the Prohibited Application Period of December 15 – March 15, or to saturated soils.

### **Sec. 22-103. - Fertilizer Free Zones.**

Fertilizer shall not be applied within ten (10) feet of any pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or from the top of a seawall, unless a deflector shield, drop spreader, or liquid applicator with a visible and sharply defined edge, is used, in which case a minimum of 3 feet shall be maintained. Newly planted turf and/or landscape plants may be fertilized in this Zone only for a sixty (60) day period beginning 30 days after planting if need to allow the plants to become well established. Caution shall be used to prevent direct deposition of nutrients into the water.

### **Sec. 22-104. - Low Maintenance Zones.**

A voluntary ten (10) foot low maintenance zone is strongly recommended, but not mandated, from any pond, stream, water course, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. No mowed or cut vegetative material may be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone.

# 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 2026-853 Fertilizer Application Practices

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<sup>1</sup> 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

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

**By ordinance establish parameters for application of fertilizers including timing of application and locations of application based on Florida Department of Environmental Protection recommendations.**

**2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Inverness, if any: Not quantifiable.**

(a) An estimate of direct compliance costs that businesses may reasonably incur; **None.**  
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses /will be financially responsible: **None.**  
(c) An estimate of the City of Inverness regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **The priority of this ordinance is protection of our waterways from nutrient loading from fertilizer runoff. The City of Inverness currently provides code compliance services to the community.**

**3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: One business within the City could be affected during the limited time period each year that fertilizer application is prohibited.**

4. Additional information the governing body deems useful (if any):  
*[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: [City/Town/Village] staff solicited comments from businesses in the [City/Town/Village] as to*

*The proposed ordinances are noticed in the local newspaper, by direct mail to property owners within 200-feet of the action and posting of signage at the property. The Ordinances are posted twice on the City of Inverness website for City Council agenda to set a public hearing and to hold the public hearing.*

*The proposed ordinances are generally applicable ordinances that applies to individuals and businesses. Both may make similar requests to change of land use and zoning. Therefore, the proposed ordinance does not affect only businesses.*

# Agenda Memorandum - *City of Inverness*

January 20, 2026

TO: Elected Officials  
FROM: Eric Williams, City Manager  
SUBJECT: Medical Marijuana Treatment Centers - Informational Item  
CC: Susan Jackson, City Clerk, Christopher Shoemaker, Director of Community Development

Enclosures:

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On December 6, 2025, Council discussed reinstating a ban on new medical marijuana dispensaries within City limits. The consensus was for staff to return a draft ordinance for consideration.

The draft ordinance was reviewed by the City Attorney, who provided the opinion that the ordinance requires an amendment to the Land Development Code (LDC). Amendments to the LDC are first referred to the Planning and Zoning Commission (PZC) to review and forward a recommendation to Council.

The process will include a PZC hearing on Wednesday, February 4th; City Council First Reading on February 17th; and City Council Public Hearing, Second Reading and Adoption on March 3<sup>rd</sup>.

***Recommended Action: None*** - information only.

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

Eric C. Williams

# Agenda Memorandum - *City of Inverness*

January 20, 2026

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Project and Program Updates

- Small Town Saturday Night
- Helping Families Holiday Donations
- Other

CC: Susan Jackson, City Clerk, Frank Calascione, Assistant City Manager

Enclosures:

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# Agenda Memorandum - *City of Inverness*

January 20, 2026

TO: Elected Officials  
FROM:  
SUBJECT: City Clerk's Employment Agreement\*  
CC:  
Enclosures: 1. City Clerk Employment Contract

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Susan Jackson was appointed as City Clerk in December of 2015 and has continuously served in that role since her appointment. The City Clerk is a Charter officer responsible for performing those duties prescribed by the City Charter, City Code, and other applicable law, as well as such additional duties as may be assigned by the City Council.

Ms. Jackson serves as City Clerk by appointment of the City Council pursuant to the City Charter. The City has also entered into an employment agreement with the City Clerk that governs the terms and conditions of her employment in that appointed office. That agreement is set to expire, and both the City and the City Clerk desire to enter into a new agreement addressing those terms going forward.

At the January 6, 2026, City Council meeting, the Council provided direction to the Council President, with assistance and input of the City Clerk and City Attorney, to develop a proposed new employment agreement for final consideration at the January 20, 2026, Council meeting.

Recommended Action –

1. Motion and second to approve the proposed employment agreement between the City and the City Clerk.
2. Deliberate the matter.
3. Vote on the matter.

**EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** (“Agreement”), made and entered into this 20th day of January 2026 (“Effective Date”), by and between **THE CITY OF INVERNESS**, a Municipal Corporation of the State of Florida (“City”), and **BETTY SUSAN JACKSON** (“Employee”).

**WITNESSETH**

**WHEREAS**, the City Charter of the City of Inverness requires the City Council to appoint a City Clerk as a Charter Officer of the City; and

**WHEREAS**, the Employee was duly appointed by the City Council to serve as City Clerk in December 2015 and has continuously served in that capacity since that time; and

**WHEREAS**, the City Council desires to memorialize the terms and conditions of Employee’s continued service as City Clerk, including compensation, benefits, and certain employment-related conditions, without limiting the authority of the City Council under the City Charter or applicable law; and,

**WHEREAS**, Employee desires to continue serving the City in the position of City Clerk subject to the terms and conditions set forth herein;

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

1. **Duties.**

- a. City hereby employs Employee to serve as City Clerk of the City of Inverness, Florida. Employee shall perform the duties and functions of the City Clerk as set forth in the City Charter, together with such additional duties and responsibilities as are prescribed by applicable provisions of the City Code of Ordinances, as those provisions may be amended from time to time. Employee shall also perform such other legally permissible and proper duties and functions consistent with the office of City Clerk as the City Council may lawfully assign when publicly convened.
- b. Employee agrees to remain an exclusive employee of the City during the Term and shall not seek, accept, or engage in employment with any other employer unless released from this provision by the City Council. Notwithstanding the foregoing, this subsection shall not prohibit Employee from engaging in teaching, writing, or volunteer activities, provided that such activities do not interfere with the performance of Employee’s duties or create a conflict of interest.
- c. Employee, as recognized as a Charter Office of the City, shall work a flexible schedule with the intent it averages forty (40) hours per week. The Employee shall do all things necessary and required to be available to the City to attend meetings of the City Council and its various established boards, as deemed necessary, and in addition, all other administrative and employment requirements.

2. **Term.**

- a. This Agreement shall commence as of the Effective Date and shall continue for a period of three (3) years (the “Initial Term”), unless earlier terminated in accordance with this Agreement, the City Charter, or the City Code of Ordinances. This Agreement may be renewed for additional three (3) year terms (each, an “Additional Term”) upon approval by the City Council. The Initial Term and any Additional Terms shall be referred to collectively as the “Term.” Any reference herein to the “then-current Term” shall mean the Initial Term or the applicable Additional Term that is in effect at the time of such reference.
- b. Upon the expiration of the then-current Term, if no renewal or extension has been approved by the City Council, Employee may continue to serve as City Clerk on an at-will basis, with salary and benefits as approved by the City Council through the City’s adopted budget and in accordance with applicable City policies, unless and until a new employment agreement or extension is approved by the City Council or Employee’s employment is otherwise terminated in accordance with the City Charter and City Code of Ordinances.
- c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the authority of the City Council, when publicly assembled and acting in accordance with the City Charter and City Code of Ordinances, to terminate the services of Employee during the Term, subject to the provisions set forth herein. Nothing in this Agreement shall prevent the Employee from resigning her position at any time, subject to the notice and transition requirements set forth herein.
- d. In the event of Employee’s voluntary resignation, Employee shall provide written notice to the Council President at least ninety (90) days in advance of the date on which she intends to vacate the position of City Clerk. Upon receipt of such notice, the City may, in its sole discretion, accept the resignation effective immediately or permit Employee to continue in her position for all or any portion of the notice period. To the extent the City elects to allow Employee to remain during any portion of the notice period, Employee shall work in good faith and provide reasonable assistance, as requested by the City, to facilitate an orderly transition, including assisting with the transition of a successor City Clerk if one has been selected, or otherwise preparing the City for such transition if a successor has not yet been selected.
- e. This Agreement shall terminate automatically upon the death of the Employee, effective as of the date of death, subject to the terms of Section 3.d.

3. **Termination and Severance Pay**

- a. Employee may be terminated without cause by the City Council during the Term pursuant to the termination process to remove a Charter Officer as required by the City Charter and City Code of Ordinances.
- b. If the Employee is terminated during the Term other than for Cause, as defined in Section 3.c, and at the time of termination the Employee is willing and able to perform the duties of City Clerk, the City shall continue to pay Employee’s base salary and maintain Employee’s benefits in effect for a period of three (3) months following the effective date

of termination (collectively “Severance”). The City may, in its sole discretion, satisfy the salary portion of such Severance either through continuation of regular payroll payments or by payment of the remaining base salary in a single lump-sum payment.

- c. No Severance shall be owed if Employee is terminated for Cause. For purposes of this Agreement, termination for Cause includes, but is not limited to: (i) conviction of a felony or any crime involving moral turpitude; (ii) any illegal act involving personal gain or misuse of City funds or property; (iii) material dereliction of duty; (iv) gross negligence or willful misconduct in the performance of duties; (v) insubordination or refusal to follow lawful directives of the City Council; (vi) material violation of City policies or applicable law; or (vii) conduct that materially impairs Employee’s ability to perform the duties of City Clerk or undermines the trust and confidence of the City Council.
- d. If this Agreement is terminated due to the death of the Employee, payment of accrued and unused Consolidated Leave, any eligible Holiday Pay, Insurance Policy payment so provided, and any other provision not mentioned but made available to Employee, shall be administered by the City and paid (awarded) to surviving beneficiaries of the Employee.

**4. Compensation.**

- a. City agrees to pay Employee for services rendered pursuant to this Agreement an initial annual base salary of Ninety-Five Thousand Two Hundred Sixty-Six and 09/100 Dollars (\$95,266.09.00), payable in installments at the same time and in the same manner as other employees of the City are paid.
- b. Beginning October 1, 2026, and on October 1 of each year thereafter, City agrees to a cost-of-living adjustment (“COLA”) to Employee’s base salary by an amount equal to the greater of (i) three percent (3%) of Employee’s then-current base salary, or (ii) a percentage increase in base salary approved and applied uniformly to all other similarly situated City employees.
- c. Notwithstanding the foregoing, City Council, or its designee, may conduct an annual performance review on or near the anniversary date of this Agreement. Based upon such review, the City Council may adjust Employee’s base salary in an amount and manner determined by a majority vote of the City Council.

**5. Dues and Subscriptions.** The City agrees, subject to the availability of lawfully appropriated funds, to budget for and pay reasonable professional dues and subscriptions for Employee related to her participation in national, regional, state, and local associations and organizations that are necessary or desirable for the performance of her duties for the good and welfare of the City.

**6. General Expenses.**

- a. Employee shall be reimbursed for actual and necessary expenses incurred in connection with official City business, including travel, upon submission of appropriate documentation and in accordance with applicable City policies.

- b. Employee shall also, at her sole expense, provide internet service, and related equipment necessary to conduct City business from her residence when working outside the office, provided that the City shall make available a City-issued laptop computer and/or tablet for Employee's use in performing work remotely.
- c. Employee acknowledges and agrees that communications related to City business, regardless of the device or account used, may constitute public records subject to the Florida Public Records Act and applicable records retention requirements, and further agrees to comply with all such laws and City policies, including those related to the Florida Sunshine Law.

**7. Consolidated Leave.**

- a. Employee shall accrue, and have credited to her leave account, seven (7) weeks of Consolidated Leave per City Fiscal Year, which begins on October 1.
- b. Employee may use accrued Consolidated Leave as paid time off throughout the City Fiscal Year or allow such leave to accrue. Any Consolidated Leave remaining unused at the end of each City Fiscal Year shall be paid out to Employee in a manner acceptable to the City Auditor.
- c. Upon separation from employment with the City, and upon request, any Consolidated Leave earned, accrued, and unused by Employee shall be paid out in full at Employee's rate of compensation in effect at the time of separation; provided, however, that no such payout shall be made if Employee is terminated for cause.

**8. Benefits.**

- a. The City agrees to provide all other customary benefits, to include but not limited to, medical, dental, vision, and life insurance. Additionally, the City agrees to provide Employee the same benefits as holidays, bereavement, bonuses, and other benefits and working conditions as they now exist, or may hereinafter be upwardly amended, that it provides to full time senior staff level employees who are not covered under a collective bargaining contract.
- b. To the extent allowed by law the City agrees to indemnify and defend Employee against any and all lawsuits arising out of the performance of her duties under this Agreement, regardless of insurance coverage, unless such lawsuit arises due to conviction of a felony, or any illegal act involving personal gain in conjunction with her employment.
- c. The City will pay for any and all bonding needed by Employee to perform her duties and the work of the City under this Agreement.
- d. The City agrees to provide Public Officials Errors and Omissions insurance coverage for the Employee.
- e. Employee shall be covered under the Florida Retirement System Senior Management Class, pursuant to Chapter 121, Florida Statutes. In addition to the base salary paid by the

City to the Employee, the City shall pay on behalf of the Employee, into the Employee's account in a deferred compensation plan designed by the Employee, an amount equal to the normal maximum allowed contribution under the IRS regulations.

**9. Other Terms and Conditions of Employment.**

- a. The City shall determine the duties of employment from time to time, provided such duties, terms, and conditions are not in conflict with the provisions of this Agreement, the City Charter, or any other law or Ordinance.
- b. All provisions of the City Charter, including regulations and rules of the City, but EXCLUDING general rules and regulations of the City Personnel Manual, with exception of benefit components to include all forms of Paid Leave, Holiday Pay, and other benefits provided for in this Agreement or by City policy.

**10. General Provisions.**

- a. Any attempt by the City, over the objection of the Employee, to reduce or negatively modify any term, condition, benefit provided, pay, or other provision of this Agreement will be deemed a breach of this Agreement, and enable the Employee, at her sole discretion, the ability to option termination and severance provisions so contained herein as part of the Agreement.
- b. This Agreement constitutes the entire understanding of the parties. No modifications of this Agreement shall be considered lawful or acceptable except when conducted in writing and duly signed by both parties.
- c. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, and to successors of Employer.
- d. This Agreement shall become effective only upon approval by the City Council and execution by the parties.
- e. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected, remaining in full force and effect.
- f. The parties agree that in the event of any disputes concerning the terms and conditions of this Agreement, that the venue of any proceeding will lie in Circuit Court in and for Citrus County, Florida, and that the prevailing party shall be entitled to reasonable costs and attorney's fees.
- g. Nothing contained in this Agreement shall be deemed or construed to waive the City's sovereign immunity or to increase the limits of liability of the City beyond those provided in Section 768.28, Florida Statutes, or other applicable law. All rights, defenses, and immunities of the City are expressly reserved.

- h. The parties acknowledge that this Agreement shall be interpreted and construed under the laws of the State of Florida.

**IN WITNESS WHEREOF**, the City of Inverness causes this Agreement to be signed and executed on its behalf by the President of the City Council, and duly attested by the Assistant City Attorney, and the Employee has signed and executed this Agreement, on that date and year above written.

Approved by City Council on this 20th day of January 2026.

ATTEST

**CITY OF INVERNESS**

\_\_\_\_\_  
James Hartley, Assistant City Attorney

\_\_\_\_\_  
Gene Davis, Council President

**EMPLOYEE**

\_\_\_\_\_  
Betty Susan Jackson