

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
February 3, 2026 - 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- Fertilizer Application Practices Ordinance 2026-853-
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* - January 20, 2026
- 9) CITY CLERK'S REPORT**
- 10) CITY MANAGER'S REPORT**

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- a) 581 Water Plant Hay Lease
- b) Equipment Purchase — Public Works - Vermeer CV573GT Vacuum Excavator
- c) Inverness Government Center Lease — Citrus County BOCC
- d) Project and Program Updates
 - Annual Road Improvement Program
 - Movie in the Park
 - Inverness Senior Games
 - 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**
 - Movie Night in the Park
Thursday, February 5, 2026 @ 6:15pm
Liberty Park

 - Market at the Depot
Saturday, February 7, 2026 from 9:00am – 2:00pm
Depot Pavilion

 - Sr. Games Opening Ceremony
Saturday, February 7, 2026 @ 10:00am
Liberty Park

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
February 3, 2026 - 5:30 PM**

Inverness City Council Regular Meeting
Tuesday, February 17, 2026 @ 5:30pm
IGC – Council Chambers

Agenda Memorandum - *City of Inverness*

February 3, 2026

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Public Hearing- Fertilizer Application Practices Ordinance 2026-853- Final Adoption
CC: Susan Jackson, City Clerk, Christopher Shoemaker, Director of Community Development
Enclosures: 1. Ordinance 2026-853
2. Exhibit A. Article V
3. Business Impact Estimate

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

Staff prepared a draft ordinance based on recommendations from the Florida Department of Environmental Protection. The draft ordinance was reviewed by the City Attorney and presented to Council for a first reading on January 20, 2025.

Council discussion focused on the prohibited application periods, fertilizer free zone, and low maintenance zone. Council directed staff to align pertinent sections of the new City Ordinance with those recently enacted by the City of Crystal River and Citrus County. This uniform approach will help residents and landscape professionals abide by application practices and timeframes.

The following changes are included with the new Article V – Inverness Code of Ordinances:

- **Sec. 22-102. – Timing of Fertilizer Application.** Prohibited application periods from November 1 - March 31 (dormant season) and June 1 - September 30 (rainy season).
- **Sec. 22-103.- Fertilizer Free Zone.** Fertilizer shall not be applied within twenty-five (25) feet of any pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection.
- **Sec. 22-104. - Low Maintenance Zones.** A 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.

This evening Council will conduct a public hearing for the consideration of ordinance as presented for final adoption.

Recommended Action:

1. Open the public hearing

2. Allow staff to speak
3. Motion, second and vote to read Ordinance 2026-853 by title only.
4. Those for, Those against
5. Council to Deliberate the matter.
6. Motion, Second, and vote to adopt Ordinance 2026-853 on second reading by roll call
7. Close the Public Hearing

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

Eric C. Williams
City Manager

ORDINANCE 2026 – 853

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

Exhibit A

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, soil 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 Periods from November 1 - March 31 (dormant season) and June 1 - September 30 (rainy season).

Sec. 22-103. - Fertilizer Free Zones.

Fertilizer shall not be applied within twenty-five (25) 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 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 law¹ for the proposed ordinance, but the City of Inverness is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

1. Summary of the proposed ordinance

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

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.

CASH REQUIREMENTS REPORT

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/26
			TOTALS FOR ACE HARDWARE CO OF INV INC		220.20
			TOTALS FOR JOSEPH V. BASAK III		2,200.00
			[REDACTED]		[REDACTED]
			TOTALS FOR RENTAL OF INVERNESS, INC.		374.00
			TOTALS FOR RYAN-MARKLAND SIGNS, INC.		60.00
			REPORT TOTALS		2,854.20

** 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 20, 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 (*arrived at 5:54pm*)

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 Bega motioned to accept the Agenda with moving Item 4)a) until after the Mayor's arrival. Seconded by Councilwoman Hepfer. The motion carried.

PRE-SCHEDULED APPEARANCES

4)a) Employee Service Awards with Mayor Plaisted presenting work history summaries and awards to the following: Woody Worley – 5 years and Stacey Iddings – 10 years.

PUBLIC HEARINGS / WORKSHOP

None

OPEN PUBLIC MEETING

DeeVon Quirolo representing Sierra Club Adventure Coast spoke of the fertilizer ordinance and effects of fertilizer on waterways. Highlighted noted language that differed from the ordinance by the BOCC and City of Crystal River. Suggested to delay the ordinance process.

Maxine Connor with Citrus Conservation spoke to the language difference in the various ordinances and suggested changes to eliminate confusion regarding the rainy season.

David Whitesell with the Downtown Rotary thanked the City and staff for all of their assistance with the lighting of the Christmas tree at the historic Courthouse and all of the many events.

Karen Esty spoke of the Independence Highway sidewalk and the email sent to the Hernando/Citrus MPO executive director. Noting this is a safety issue and would benefit all. Spoke of funding and will contact Senator Massullo regarding this issue.

Sandy Levin with the Downtown Business Partnership displayed a new map of the downtown and businesses and spoke of the various aspects.

Michael Puzino spoke of the upcoming 250th anniversary of the United States and any 4th of July plans. City Manager Williams confirmed planning is in motion. Mr. Puzino questioned if Inverness would get a Trader Joe's with City Manager stating that is not a City decision.

CITY ATTORNEY REPORT

City Attorney Hartley spoke of the recently acquired Manning property and the next steps in the process.

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes* – 01/06/2026
 - Recommendation - Approval

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

CITY CLERK'S REPORT

None

CITY MANAGER'S REPORT

10)a) N. Pine Avenue Stormwater and Parking Project Bid Award* with Assistant City Manager Calascione providing a PowerPoint presentation stating 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. Previously, Council approved expansions to include increased parking spaces on the City's property and resurfacing of the existing parking area. 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 the project. The City's contracted engineering firm, Lochner, in concert with staff, performed due diligence in order to recommend the lowest and best bidder. The bids received were: Art Walker Construction - \$838,658.00; Hartman Civil Construction - \$473,888.00; Pave-Rite Inc. - \$477,731.88; Earthscapes Unlimited - \$409,535.73; John L. Finch Contracting - \$717,709.00; MidSouth Inc. - \$693,791,60; and T & C Underground Inc. - \$373,735.00. Additionally, \$38,647.95 was requested for inspection (CEI) services from Lochner, and to authorize construction and engineering. Councilman Craig questioned the tree removal with Asst. City Manager relating root issues and the trees will be replaced. Councilwoman Bega questioned grant funding and contingency funds with City Manager Williams highlighted this is to address effects on surrounding properties. **Councilwoman Bega motioned 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. Seconded by Councilwoman Hepfer. The motion carried.**

10)b) Professional Services for Wallace Brooks Skate Park and Basketball Court* with Parks & Rec Director Worley providing a presentation stating park improvements have been budgeted in the 2026 CIP to include a basketball court and a skate park 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. Kimley Horn, Inc, one of the City's contracted engineering firms, will provide the professional services proposal for

these park improvements' design. The proposal includes a concept design, construction documents, permits, and coordination with contractors during the bidding process. Councilwoman Bega questioned if skateboarding was still popular and of liability to the City. Parks Director Worley stated this structure is multi-use for skateboarding and bikes. President Davis confirmed if the basketball court will be fenced. Councilwoman Hepfer recalled in 1998 this idea was brought up, with Mayor Plaisted agreeing this is deja vu. **Councilwoman Hepfer motioned 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. Seconded by Councilwoman Bega. The motion carried.**

10)c) Ordinance 2026-853 Fertilizer Application Practices– First Reading* with Community Development Director Shoemaker stating Council previously discussed fertilizer application practices within City limits and consensus was for staff to return a draft ordinance for consideration. The draft ordinance was based on recommendations from the Florida Department of Environmental Protection. **Councilwoman Bega motioned to have the Clerk read Ordinance 2026-853 by Title only. Seconded by Councilwoman Lizanich. The motion carried.**

ORDINANCE 2026- 853

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.

City Manager Williams provided further details to Council questions regarding State standards, how this would be enforced, differing language from ordinances by BOCC and Crystal River, etc. It was noted the City's ordinance was created using a template from the Florida Department of Environmental Protection. Council consensus was to amend the language regarding the months of the year and setbacks to mirror the County and Crystal River. **Councilwoman Lizanich motioned to approve Ordinance 2026-853 as discussed by rollcall vote on a first reading. Seconded by Councilwoman Hepfer. 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)d) Medical Marijuana Treatment Centers* with Community Development Director Shoemaker stating recently Council discussed reinstating a ban on new medical marijuana dispensaries within City limits with consensus that staff 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. This matter will be presented 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 3rd. City Attorney Hartley reminded this will require two Public Hearings. Councilwoman Lizanich requested crime report data relating to the dispensaries, as many opinions relate the dispensaries and safety concerns. ***No action required.***

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

- Small Town Saturday Night with Director Worley reminding it is this Saturday and the weather will be perfect for the Homegrown band with Highway 41 band opening.
- Helping Families Holiday Donations with Finance Director Koter stating the \$14,000 donations received helped approx. 156 Inverness families avoid service interruptions and shutoffs in both December and January.
- Other with City Manager noted there is a lot going on in the City such as the upcoming 250th anniversary of USA, Big Bass, Bluegrass & BBQ event, keeping watch on the legislature, etc. Spoke of the Whispering Pines Park lease and discussions with the State are progressing.

COUNCIL/MAYOR SUBJECTS

Council President Davis presented the **City Clerk Employment Agreement*** and it was noted Ms. 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 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, Council meeting, Council directed the Council President meet with the City Clerk, and with the assistance and input of City Attorney, to develop a proposed new employment agreement for final consideration at the January 20, 2026, Council meeting. Councilwoman Lizanich spoke of various attributes of the City Clerk and thanked her for all she does for the Council and the City. **Councilwoman Bega motioned to approve the employment agreement with Susan Jackson to continue as the City Clerk as presented. Seconded by Councilwoman Lizanich. The motion carried.**

Mayor Plaisted spoke to the 250th anniversary of the US and a flag brochure he received. He referenced correspondence he received regarding an event in Tamps for COPS organization.

Councilwoman Bega noted the current Quality Cities magazine from the Florida League of Cities has the Mayor's years of service highlighted on page 9. Admired the new sign at the CCSO substation on Dampier Street building.

Councilwoman Hepfer stated it is an honor to be here to serve for the greater good.

Councilwoman Lizanich noted speaking at the recent Dr. MLK, Jr. event. Stated the kids at this meeting was excited about the skateboard park and basketball court. She thanked the employees who received years of service recognition. Spoke of upcoming meetings for the CCCCFF.

Councilman Craig noted the caboose is almost finished outside with the funds donated for that specific project. Spoke of the Cultural Alliance providing funding to paint the various turtle installations around the City. Referenced the Helping Families program, and it was so nice to see the community looking after each other.

Council President Davis noted that Councilman Craig spearheaded the caboose project and it was a great effort. He stated that many people do not realize the Withlacoochee State Trail was a railroad line.

CITIZENS NOT ON AGENDA

Sandy Levin commended Council for the skate park project and noted it is a family sport that draws people together.

Maxine Connor referenced the fertilizer ordinance being a 24th hour suggestion and spoke to the ordinance language, etc. Noted that fertilizer cannot be banned from retail selling and spoke of the springs, rainfall, nutrients, etc.

Debbie Wheatley stated it is great to come to the City with questions and gets answers from the City Manager and City Clerk.

Meeting adjourned at 7:21 p.m.

City Clerk

Council President

Agenda Memorandum - *City of Inverness*

February 3, 2026

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: 581 Water Plant Hay Lease
CC: Susan Jackson, City Clerk, Rob Pell, Public Works Director
Enclosures: 1. 581-Lease

For many years, the City has enjoyed a mutually beneficial lease for the use of the 581 Water Plant Property for hay production with the Dean family. The current lease will expire at the end of this month and the tenant has expressed interest in a new 5 year lease in similar terms and agreement.

Before Council this evening, is a 5-year lease that is structured to keep the property in a multi-use circumstance but also avails City resources of certain maintenance therein. It is recommended that the Council proceed with approval of the lease as presented and authorize the Council President to execute the document.

Recommended Action:

1. Allow staff to speak
2. Motion and second to approve the five-year lease with Shannon Wright for the 581 Water Plant Hayfield Lease and authorize the Council President 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

LEASE RENEWAL

THIS LEASE made this 3rd day of February 2026, by and between the City of Inverness, a political subdivision of the State of Florida, hereinafter called the "LESSOR" and Shannon Wright, hereinafter called the "TENANT."

WITNESSETH, in consideration of the rents, covenant and agreements hereinafter contained on the part of the TENANT to be paid, observed and performed, the LESSOR hereby renews its previous lease and leases to the TENANT and the TENANT accepts from the LESSOR the following described lands in Citrus County, Florida, to-wit:

The South ½ of the NW 1/4 of Section 10, LESS AND EXCEPT
the SE 1/4 of the SE 1/4 of NW 1/4, Sections 19, Township 19
South, Range 20 East, less and except and portion previously
conveyed to the Citrus County School Board.

The Lessor reserves the area designated as the Inverness Fire Training
Center, which is separated by a perimeter fence, and restricts all access
by the Tenant. Maintenance and repair of this area shall be the
responsibility of the Lessor.

together with all dwellings located thereon, for a term of five (5) years commencing on the third day of February 2026 and ending on the last day of January 2031, on the following terms and conditions and covenants:

Section 1. Termination: This Lease can be terminated by either party upon sixty (60) days notice to other.

Section 2. Rent: The TENANT hereby agrees to pay to the LESSOR without demand, at the office of the City Clerk of the City of Inverness, Citrus County, Florida, the following rents, for the aforesaid leased premises, for the term of this lease, to-wit: TWO HUNDRED FIFTY DOLLARS AND NO/100 (\$250.00) for each year of the lease, payable on

February 15th of each year of the duration of the lease.

Section 3. Use: The leased premises shall be used by the TENANT for and as a farm. The TENANT shall be responsible for the maintenance of the fences and the cutting of the grass thereon. The TENANT shall at all time keep the leased premises in as good of a state of repair as the same was at the commencement of the term and return same to as good a condition as it is at the time of the execution of this lease in accordance with all laws, directions, rules and regulations of regulatory bodies or officials having jurisdiction in that regard. The TENANT agrees to replace all broken or damaged sections of fence and fence post with fence or fence posts of the same size and quality that may become damaged, to as good condition as it is at the time of the execution of this lease. If TENANT refuses or neglects to commence repairs within ten (10) days after written demand by LESSOR adequately to complete such repairs within a reasonable time thereafter, it shall be considered a breach of this lease on the part of the TENANT.

Section 4. That the LESSOR shall not be liable for any damage occasioned by failure to keep the premises in repair or for any damage done or occasioned by the acts or neglects of the TENANT or TENANT'S agents, servants or employees. That the TENANT shall not allow the premises to be used for any other purposes as stated herein or for any unlawful purpose or for any purpose that will injure the reputation of same or will disturb other tenants of the neighborhood and shall not allow any sign or placard to be posted or placed on the premises without the LESSOR's consent, except such signs or placards as may be used by the LESSOR for their own purposes.

Section 5. The TENANT agrees not to permit any alteration of or upon the

premises except by written consent of the LESSOR and that all alterations and additions to the premises shall remain for the benefit of the LESSOR unless otherwise provided in such consent.

Section 6. The TENANT agrees not to sell, assign, mortgage, pledge, or in any manner transfer this lease or any estate or interest hereunder and not to sublet the leased premises or any part or parts thereof and not to prevent any licensee or cessionaire therein, without the previous written consent of the LESSOR in each instance. Consent by the LESSOR to one assignment of this lease or to one subletting of the leased premises shall not be a wavier of the LESSOR's rights under this section as to any subsequent assignment or subletting shall be construed to in include a prohibition against any assignment or subletting by operation of law. The LESSOR's rights to assign this Lease are and shall remain unqualified.

Section 7. The TENANT agrees to allow the LESSOR at all times free access to the demised premises for the purposes of examining, exhibiting the same and in making any needful repair or alteration thereof which the LESSOR may see fit to make. That the LESSOR expressly has the right to make or license any improvements, erect power/communication poles, drill any wells or place any buildings upon said property and use said improvements without the consent of said TENANT or without any diminution in the rent. TENANT acknowledges that LESSOR may license a communication company to construct a tower on the leased property and TENANT consents to such license or lease of a portion of the demised premises for a tower site and agrees to not interfere with the construction thereof.

Section 8. Upon the termination of this Lease by the lapse of time or otherwise the LESSOR shall surrender the premises in good repair and condition as it was at the commencement of said term, excluding reasonable use and wear thereof or other casualty, not

occurring through the fault of the TENANT.

Section 9. The TENANT agrees to pay and discharge all reasonable costs, attorneys fees and expenses that shall be made or incurred by the LESSOR in enforcing the covenants and agreements thereof and the said LESSOR shall have a lien for such costs, fees, and expenses upon all personal property of the TENANT.

Section 10. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing and sealed by the LESSOR and TENANT. No surrender of the demised premises, or of the remainder of the term of this Lease shall be valid unless accepted by the LESSOR in writing.

Provided always, and these presents are upon the express condition, that if the TENANT shall fail or neglect to perform and observe any of the covenants on TENANT'S part therein contained, it shall be lawful for the LESSOR at any time thereafter, without notice or demand, to enter into and upon the demised premises and repossess the same as of its former estate, and to expel the TENANT and any person claiming under TENANT, forcibly, if necessary, and to remove their effects, without prejudice to any remedies which might be used for arrears of rent or previous breach of covenant. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate, on the day and year first above written, the LESSOR causing the same to be executed in its name by GENE DAVIS, as President of the City Council of the City of Inverness, Citrus County, Florida, attested by SUSAN JACKSON, as City Clerk of said City Council each of whom were theretofore duly authorized by the City Council of the City of Inverness, Florida, at a meeting held the _____ day of February, 2026.

THE CITY OF INVERNESS,

A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA

ATTEST:

SUSAN JACKSON
City Clerk

By: _____
GENE DAVIS
PRESIDENT of the City Council,
LESSOR

SHANNON WRIGHT, TENANT

Signed, sealed and
delivered in our presence:

Witness

Witness

Agenda Memorandum - *City of Inverness*

February 3, 2026

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Equipment Purchase — Public Works - Vermeer CV573GT Vacuum Excavator
CC: Alexis Koter, Finance Director, Susan Jackson, City Clerk
Enclosures: 1. FSA-City of Inverness-CV573GT copy

In keeping with the City's adopted purchase policy, purchases of more than \$25,000 must receive Council approval. The City Public Works Department has leveraged the Florida Sheriff's Association Cooperative Purchase Program (FSACPP) FSA23-EQU21.1, to garner favorable pricing for a Vermeer Vacuum Excavator CV573GT.

The Vacuum Excavator is a front line piece of equipment used regularly to repair and maintain utility and stormwater infrastructure and conduct excavation where larger equipment cannot be used. The aforementioned favorable pricing from Vermeer Southeast is \$46,099.42, which included a trade-in allowance of \$15,000 for our existing vacuum unit, an EV150GT. The current EV150GT was purchased in February 2020 for \$27,705, and has provided years of service. With the favorable pricing and trade-in allowance it is recommended that Council proceed to approve the purchase as presented. This purchase is part of the current year's CIP and is within the appropriate budget therein.

Recommended Action:

1. Allow staff to speak
2. Motion and second to approve the purchase of Vermeer CV573GT Vacuum Excavator in the amount of **\$46,099.42** as presented, inclusive of trade in and authorize the City Manager to execute the necessary documents.
3. Deliberate the matter
4. Vote the matter.

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

Eric C. Williams
City Manager



Vermeer Southeast Sales & Service, Inc.
 428 Ocoee Apopka Road
 Ocoee, FL 34761

FSA QUOTE
 #250215013

Date: 01/09/26

Sales Rep: Josh Petitt

Customer Information:

City of Inverness
212 W Main St
Inverness, FL 34450

Delivered to:

Contact Name: Jake Feagles
 Phone Number: 352-201-0702

Picked up at this Vermeer Store Location:

Payment method: _____

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
	SPECIFICATION OF OFFERED UNIT: New Vermeer CV573GT Vacuum Excavator - Trailer Mounted 500 Gallon Tank; 9.995 GVWR, 2X100 Gal wtr Tanks; 27HP Kohler Gas Engine, 580 CFM Vacuum Pump, Baghouse, Hydraulic Pump. Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, 30' x 4{ Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, Manual Jack.		
	BASE BID PRICING Pricing per FL Sheriff's Contract FSA23-EQU21.1 Item #123 Title: VACUUM EXCAVATOR, TRAILER MOUNTED Model: LP873SDT		
1	Bid Price Per FSA contract	\$ 121,333.00	\$ 121,333.00
	OFFERED UNIT PRICING:		
-1	DELETE: Option CV573GT	\$ 63,142.72	\$ (63,142.72)
-1	Trade In: EV150GT VIN# 5HZE141Z7LJ002006	\$ 15,000.00	\$ (15,000.00)
1	Increase after JAN 01, 2026	\$ 2,909.14	\$ 2,909.14
	*** FINANCING OPTIONS AVAILABLE FOR MUNICIPAL/UTILITY ENTITIES *** <input type="checkbox"/>		
	* Non- Contract Items carry 5% discount off current MSRP ** Scheduled price increase per FSA Terms and Conditions, Section 3.06 Equitable Adjustment		

SubTotal	\$ 46,099.42
Tax	
Total	\$ 46,099.42
Less Down Payment	
Balance Due	\$ 46,099.42

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____

Agenda Memorandum - *City of Inverness*

February 3, 2026

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Inverness Government Center Lease — Citrus County BOCC
CC: Susan Jackson, City Clerk, Frank Calascione, Assistant City Manager, Alexis Koter, Finance Director, Rob Pell, Public Works Director
Enclosures: 1. IGC Lease to County 1-20-26

The City enjoys mutually beneficial lease relationships with a number of local, state, and federal entities for the use of City-owned properties. The Inverness Government Center (IGC) has been selected as a desirable and mutually beneficial location for the offices of the Citrus County Board of County Commissioners (BOCC) as an effort to address the County's space needs.

City staff have been engaged in lease discussions with County staff and have arrived at a mutually agreed-upon lease. This evening, Council is being asked to consider approval of the enclosed lease for a seven-year term commencing March 1, 2026, and ending on March 1, 2033 (see enclosed). The structure of the lease is in keeping with previously discussed terms inclusive of annual rent in the amount of \$30,517.20 or \$2,543.10 on a monthly basis. This amount is comprised of a \$5 per month base rent plus the proportionate share of hard costs (utilities, janitorial, maintenance, etc.) associated with the aforementioned leased space.

IGC is a great location for the County and this lease is a wonderful opportunity for the City and County to cooperate on community needs. It is recommended that Council proceed to approve the lease as presented and authorize the Council President to execute the document.

Recommended Action –

1. Allow staff to speak
2. Motion and second to approve the lease agreement with Citrus County BOCC as presented for the use of the space in IGC and authorize the Council President 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

**LEASE AGREEMENT FOR PREMISES
LOCATED WITHIN INVERNESS GOVERNMENT CENTER**

This Lease Agreement (“Lease” or “Agreement”) is made and entered into this ___ day of _____, 2026, by and between **City of Inverness, a Florida municipal corporation** (“Landlord”), and **Citrus County, Florida, a political subdivision of the State of Florida** (“Tenant”).

RECITALS

- A. Landlord owns the Inverness Government Center located at 212 W. Main Street, Inverness, Florida 34450 (the “IGC”).
- B. Tenant desires to lease from Landlord the subject premises, which are located within the IGC (“Premises”).
- C. Landlord has agreed to lease the Premises to Tenant, on the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE 1. GRANT AND TERM

1.1. Recitals and Current Lease Termination. The foregoing recitals are true and correct and are incorporated into and made a part of the Lease, the same as if fully set forth herein.

1.2. Premises and Parking.

1.2.1. Landlord does hereby lease, let and demise unto Tenant, and Tenant does hereby lease from Landlord, Suites 203 and 207 of the IGC (the “Premises”), containing approximately Five Thousand Eighty-Nine (5,089) square feet, located on the second floor of the IGC, along with a right to use the Common Areas, as may be determined from time to time. Pursuant to this Lease, Tenant shall have, hold and use the Premises for and during the term of the Lease, in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as set out in this Lease.

1.2.2. Tenant may utilize the public parking lot in front of the IGC . Such lot is generally limited to 2-hour parking. Tenant employees who regularly work from the Premises may obtain a parking decal for parking in excess of two (2) hours. Accommodations for occasional use which exceeds two (2) hours will also be made.

1.3. Term of Lease. The parties agree that the term of this Lease shall be for seven (7) years commencing on March 1, 2026 (Commencement Date), and ending on March 1, 2033 (Expiration Date), unless extended or terminated as provided herein.

1.4. Renewal of Lease. So long as Tenant is not then in default beyond any applicable notice and cure period, the Lease may be extended for a three (3) year term, up to two (2) times, by written agreement by the parties prior to expiration of the Lease or then current renewal term. Except as specifically stated herein or mutually agreed upon in writing, the renewal shall be on the same terms and conditions set forth in the Lease.

1.5. Landlord's Access to Premises. Notwithstanding the foregoing, Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, performing any services required of Landlord, showing the same to prospective purchasers, lenders, or tenants (if during the last 90 days of the Term), taking such safety measures, making such alterations, repairs, improvements or additions to the Premises or to the other improvements in which the Premises are housed, as Landlord may reasonably deem necessary or desirable and for installing, using and maintaining utilities, services, pipes and conduits through the Premises and/or other premises, so long as there is no material adverse affect to Tenant's use of the Premises. Landlord shall use reasonable efforts not to interfere with Tenant's business operations in exercise of Landlord's rights hereunder.

ARTICLE 2. RENT, TAXES, UTILITIES & SECURITY DEPOSIT

2.1. Base Rent.

- 2.1.1.** Beginning on March 1, 2026 ("Rent Commencement Date") and continuing throughout the term of this Lease, Tenant shall pay to Landlord, without prior demand and without any deduction or set-off, except as expressly set forth herein, a base rent ("Rent") in the annual amount of Thirty Thousand Five Hundred Seventeen and 20/100 Dollars (\$30,517.20) for the first lease year. Such rent shall be payable in two (2) equal bi-annual installments, in advance, of Fifteen Thousand Two Hundred Fifty-Eight and 60/100 Dollars (\$15,258.60) each, due on or before October 31 and April 30 of each year. Rent for any partial period shall be prorated accordingly.
- 2.1.2.** Commencing on the first anniversary of the Rent Commencement Date, and on each anniversary thereafter during the term and any renewals thereof, the annual Rent shall increase by the greater of (i) three percent (3%) or (ii) the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (1982-84 = 100), measured by comparing the Index published for the month of the Rent adjustment date with the Index published for the same month twelve (12) months earlier.. The bi-annual installment amounts shall adjust accordingly to reflect each annual increase. All such adjustments shall apply during any renewal periods or extensions of this Lease.
- 2.1.3.** Notwithstanding any other provision of this Lease, if Landlord experiences a material and unforeseen increase in costs directly related to the operation, maintenance, repair, or replacement of the Premises or any services required to be provided by Landlord under this Lease, including but not limited to utilities, insurance premiums, taxes, materials, labor, or contractor charges, and such increase exceeds ten percent (10%) over the amount paid for the same category of expense during the immediately preceding Lease Year, Landlord may adjust the Rent to recover such increased costs. Any such adjustment shall be limited to the amount necessary to reimburse Landlord for the documented increase and shall take effect upon thirty (30) days' written notice to Tenant. Tenant shall remain responsible for all such increases for so long as the increased costs continue.
- 2.1.4.** Landlord and Tenant are each political subdivisions of the State of Florida and utilizing IGC and the Premises for governmental purposes, as such, each are exempt from the payment of Florida sales tax and ad valorem taxes under applicable law. Accordingly, no sales tax or ad valorem taxes shall be due or payable in connection with this Lease.

- 2.2. Returned Check Fee.** If any check for sums due by Tenant hereunder received by Landlord is returned by a financial institution for insufficient funds, in addition to any other right or remedy available to Landlord as a result of such default, Tenant shall pay Landlord a returned check fee in the maximum amount allowed under Section 68.065, Florida Statutes, or any successor statute, to reimburse Landlord for the costs and expenses associated with such returned check.
- 2.3. Late Payments.** All Rental payments shall be due and payable, without notice or demand, on the applicable due date. Any Rental payment not made when due shall accrue interest at the highest rate permitted under Section 687.01, Florida Statutes, from the date due until the date paid in full. Any late charges becoming due under this paragraph shall be paid contemporaneously with the late Rental payment.
- 2.4. Method of Payment.** All rental payments shall be paid in check, cashier's check, or money order to City of Inverness and mailed or hand-delivered to the City of Inverness, Finance Department, 212 W. Main Street, Inverness, Florida 34450. Payment may also be made electronically through use of ACH issued to the City of Inverness account number provided to County via letter after lease execution.
- 2.5. Additional Rent.** Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Rent, shall be generally known as "Additional Rent". Except as otherwise provided, all Additional Rent payments are due and payable thirty (30) days after delivery of an invoice and shall be collectible and otherwise enforceable on the same terms and conditions as Rent.
- 2.6. Utilities.** Electricity, air conditioning, heat, water, and sewer and any other utility charges or similar items in connection with the use or occupancy of the Premises that are provided to the Common Areas shall be included in Rent. Tenant shall be responsible for 100% of any other services (i.e. cable, internet, Voip) that it requires for its use of the Premises. Landlord shall not be responsible or liable in any way whatsoever for the impairment, interruption, stoppage, or other interference with any utility services to the Premises. In any event no interruption, termination or cessation of utility services to the Premises shall relieve Tenant of its duties and obligations pursuant to this Lease, including, without limitation, its obligation to pay all Rent as and when the same shall be due hereunder.

ARTICLE 3. CONDUCT OF BUSINESS BY TENANT

3.1. Intended Use of Premises.

- 3.1.1.** Tenant shall use the Premises solely for the operation of County governmental offices, including without limitation, administrative functions and the offices of the Board of County Commissioners and the County Attorney ("Intended Uses"), and for no other purpose without the prior written consent of Landlord. All use of the Premises by Tenant shall comply with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction.
- 3.1.2.** Nothing contained in this Lease shall be construed as giving Tenant an express or implied exclusive use in the IGC. Tenant shall have no right to require that Landlord enforce any exclusive uses within the IGC, should Landlord elect not to do so. Tenant acknowledges however that there may be provisions in other lease agreements within the IGC, which grant exclusive use rights, and the provisions of this Lease and others for space within the IGC concerning the Intended Uses are in the nature of restrictive covenants running with the land. No existing restricted uses would prohibit Tenant from operating for the Intended Use.

3.2 General Use Requirements

A. Tenant shall procure and maintain all permits, licenses and approvals, and pay all taxes, fees and other charges required for the transaction of its business on the Premises, and otherwise use the Premises in compliance with all applicable laws, rules and regulations of federal, state, county, municipal and all other regulatory authorities.

B. Tenant shall not commit or suffer any waste and will not make any use of the Premises, which would constitute a nuisance or violate any municipal, county, state or federal statute, ordinance, rule or regulation.

C. Tenant shall not use the Premises for any purpose that will invalidate any policy of insurance, or increase any premium to be paid, now or hereafter written on any improvements located on the Premises, Common Areas or any other part of the IGC.

D. Tenant shall keep the Premises neat, clean and free from rubbish, insects and pests at all times, and properly place all trash and garbage in the receptacle(s) provided by Landlord.

E. All loading and unloading of goods shall be done only at such times and only in such areas and through such entrances as may be designated for such purposes by Landlord. Trailers or trucks shall not be permitted to remain parked overnight in any area of the IGC whether loaded or unloaded.

F. Tenant shall maintain all windows free of signs (except as otherwise set forth herein) and other obstructions, in a neat, attractive condition, displaying only materials promoting the business authorized as the Intended Use for the Premises. In order to maintain an attractive exterior appearance Landlord shall have the right to approve all window coverings and any other items, which are visible from the exterior of the Premises; provided, however, Tenant shall have the right to maintain such interior signage and displays as are generally used in Tenant's course of business.

G. Tenant shall not permit any objectionable or unpleasant odor to emanate from the Premises; place or permit any radio, television, loud speaker or amplifier within or outside the Premises or where the same can be seen or heard from outside the Premises or in the Common Areas; place an antenna, awning or other projection on the exterior of the Premises; take any action which in the reasonable judgment of Landlord would constitute a nuisance or would disturb or endanger invitees or other tenants or unreasonably interfere with their uses of their respective premises; or do anything which in the reasonable judgment of Landlord would tend to injure the reputation of Landlord.

H. Tenant shall not unlawfully discriminate against any individual on the basis of race, color, religion, sex, national origin, or disability with respect to any activity occurring or under this Agreement.

I. Tenant covenants that it will not use, generate, store or dispose of hazardous waste materials upon the Premises. The term "hazardous waste materials" includes all chemicals, substances, and materials, which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal

or local agency. Landlord represents that the Premises shall be delivered to Tenant free of any hazardous waste materials.

3.3 Outdoor Displays In Common Areas. Tenant may maintain a display in a mutually agreeable area within the Common Areas; provided that the Premises at all times also remain in compliance with the accessibility requirements of the Americans With Disabilities Act (ADA), and all applicable provisions of the City Code.

ARTICLE 4. COMMON AREAS

4.1 Common Areas. The term "Common Areas" for purposes of this Lease shall mean all areas and facilities outside the Premises and within the IGC to the extent not otherwise excluded by this Lease that are designated by Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the IGC and their respective employees, suppliers, shippers, customers and invitees, including but not limited to council chambers, break room, conference rooms, common entrances, corridors, stairways and stairwells, public restrooms, elevators, loading and unloading areas, trash areas, sidewalks, walkways and ramps. Reservations of specific Common Areas, including the Council Chambers and conference rooms, for Tenant's exclusive use shall be arranged through the City Clerk.

4.2 Common Areas, Maintenance, Rules and Regulations. Tenant agrees to abide by and conform to the reasonable, uniform, non-discriminatory Rules and Regulations of Landlord as promulgated from time to time with respect to the IGC and Common Areas, and to cause its employees, suppliers, shippers, customers, and invitees to so abide and conform; provided that in the event of a conflict between the Rules and Regulations and this Lease, the Lease shall control. Landlord or such person(s) as Landlord may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to modify, amend and enforce the Rules and Regulations. Landlord shall not be responsible to Tenant for noncompliance with the Rules and Regulations by other tenants, their agents, employees and invitees of the IGC. Landlord shall maintain the Common Areas.

4.3 Common Areas-Changes. Landlord shall have the right, in Landlord's sole discretion and without the consent of Tenant or any other tenant of IGC, from time to time:

A. To make changes to the IGC interior and exterior and Common Areas, including, without limitation, changes in the location, size, shape, number and appearance thereof, including but not limited to windows, stairways, air shafts, elevators, restrooms, entrances, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways;

B. To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

C. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the IGC or any portion thereof; and

D. To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and IGC as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

ARTICLE 5. IMPROVEMENTS

5.1 Tenant Improvements. At its sole cost and expense and only after the prior written approval of Landlord (not to be unreasonably withheld or delayed), Tenant will make such improvements, alterations, remodeling, renovations, repairs, or additions (“Tenant Improvements”) to the Premises as necessary for the utilization of the Premises, for the purposes described in **Article 3** hereof. Unless otherwise agreed to by the parties, Tenant shall be solely responsible for the payment of all Tenant Improvements and remodeling to the Premises, including, but not limited to, design and construction costs, permit and impact fees (associated with Tenant’s Improvements only and not the general development of the IGC) and furniture, fixtures and equipment. Prior to commencing construction of Tenant Improvements, Tenant shall submit the plans and specifications of the proposed Tenant Improvements to Landlord for consideration. Landlord’s review (and approval or denial) of such plans is based upon its ownership of the Premises and this Lease, and not in its capacity as a governmental or regulatory body. In addition to any of the other requirements of the Lease, Tenant shall also submit all required documents, drawings, plans, specifications, etc., to, and obtain all required license(s), permit(s), and approval(s), from the appropriate governmental or regulatory authority having jurisdiction thereof, including, but not limited to, the City of Inverness acting in its governmental or regulatory capacity, as necessary for the construction and operation of Tenant’s business authorized as the Intended Use on the Premises. Tenant shall not commence construction of the Tenant Improvements until receiving all required approvals. With the exception of delays caused by force majeure or Landlord caused delays, failure to continuously, substantially and expeditiously construct the Tenant Improvements for a period in excess of ten (10) days shall be a default under this Lease at Landlord’s election.

5.2 Removal of Tenant Improvements. Any Tenant Improvements, which constitute fixtures or whose removal would cause damage to the Premises shall remain a part of the Premises at Lease termination, and become the property of Landlord, at Landlord’s election, with no compensation due to Tenant, unless and to the extent Landlord so consents and Tenant repairs all damage caused by the removal, to Landlord’s satisfaction, in its reasonable discretion. In no event shall Tenant be required to remove any of its improvements upon expiration or earlier termination of the Term.

5.3 Personal Property, Furniture, Equipment and Fixture Removal. Tenant may furnish and install, at its sole cost and expense, any personal property, furniture, and equipment reasonably necessary for the operation of Tenant’s business (PPF & E). Tenant shall keep the PPF&E in good condition and repair, normal wear and tear excepted. The PPF & E shall remain the property of Tenant, and at the expiration or earlier termination of the Lease, Tenant shall remove the PPF & E from the Premises and repair any damage to the Premises resulting from such removal. All equipment, which is affixed to the Premises shall remain on the Premises and become the property of Landlord upon the expiration or termination of the Lease, at Landlord’s election. Any PPF & E, whether or not affixed to the Premises, which are not removed on or before the Expiration Date, shall be considered abandoned and automatically become the property of Landlord, at Landlord’s election.

All fixtures and equipment in the nature of fixtures, which cannot be removed without damage to the Premises, whether or not owned by Tenant, shall remain on the Premises, as Landlord's property upon the expiration or termination of the Lease.

Tenant may remove PPF&E from time to time during the term of this Lease, provided that such removal will not cause damage to the Premises.

Tenant shall give at least ten (10) business-days' notice to Landlord prior to removal of any PPF&E, which may cause damage to the Premises. Tenant's failure to comply with the notice requirement, coupled with subsequent removal of any property, which causes damage to the Premises, shall be a material default in this Lease. Upon removal of any PPF & E accompanied by attendant damage, Tenant shall repair any damage within thirty (30) days.

5.4 Signs. Except as otherwise set forth in this Lease, Tenant shall not, without Landlord's prior written consent, erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Premises except upon prior written consent of Landlord, which may be withheld for any reason in its sole discretion. Prior to the installation of any signs, Landlord may require Tenant to deliver to Landlord, for its review and written approval, a sketch of Tenant's proposed sign rendering drawn to scale. Since the IGC is public property owned by Landlord, political signs are governed by Section 2.10.G, City Code. All signs shall be kept in good condition and in proper operating order at all times.

ARTICLE 6. MAINTENANCE, REPAIR AND CASUALTY

6.1 Maintenance and Repair.

A. General Maintenance Responsibilities. Landlord shall be responsible for the repair and routine maintenance of IGC, including the Premises, and shall use reasonable efforts to maintain the Common Areas, and all interior and non-structural components of the IGC, including the Premises, in good order and repair. Such responsibilities shall also include the maintenance and servicing of fire safety equipment, janitorial service, and pest control services throughout the IGC, including within the Premises. Nothing contained in this section shall relieve Tenant of its obligations in Section 3.2 herein.

B. Notice. Tenant shall promptly notify Landlord in writing of any required maintenance or repairs within the Premises or the IGC that Tenant becomes aware of and that Landlord may not otherwise be aware of. Tenant acknowledges that timely notice is essential to enable Landlord to address maintenance issues in a commercially reasonable manner.

C. Tenant Liability. Notwithstanding the foregoing, Tenant shall bear the cost of any non-routine maintenance, repair, or replacement made necessary by the negligence, misuse, or willful misconduct of Tenant, its employees, agents, contractors, or invitees. In such cases, Landlord may perform the necessary work and Tenant shall reimburse Landlord for all reasonable costs incurred within thirty (30) days following written demand.

D. Landlord Liability. Landlord shall not be liable for any damages or claims arising from the interruption, suspension, or failure to provide any of the above services, unless caused by Landlord's gross negligence or willful misconduct. Landlord's failure to furnish any such services shall not be deemed a constructive eviction and shall not entitle Tenant to an abatement or reduction

of rent. Landlord shall use reasonable efforts to restore such services within a commercially reasonable time after receiving written notice of the issue.

6.2 Maintenance and Repair of Premises, Common Areas and IGC by Landlord.

Landlord shall maintain and repair the roof, building foundation, and structural integrity of the IGC and the Common Areas except as otherwise provided herein. Within a reasonable period after receipt of written notice from Tenant, Landlord may make necessary structural repairs to the exterior walls, roof, foundations, load-bearing items, plumbing, pipes, and conduits located outside the Premises and/or in the Common Areas. Landlord shall not be required to make any repairs made necessary by any act, omission or negligence of Tenant, any of its concessionaire, their respective employees, agents, invitees, licensees, visitors and contractors.

6.3 Casualty Damage to Either Premises or IGC. If at any time during the term of this Lease the IGC is damaged by fire or other casualty, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), which prevents Tenant from making substantial use of the Premises, Landlord may at Landlord's option either (i) repair such damage to the IGC, excluding the Premises and Tenant's fixtures, equipment or any other Tenant Improvements, in a reasonable manner and time at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease as of the date of the occurrence of such damage, in which event this Lease shall terminate as of that date. In the event Landlord repairs or restores the IGC pursuant to the provisions of this Section, and any part of the Premises is unusable prior thereto (including loss of use due to loss of access or essential services), the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated, provided (1) the damage was not the result of the negligence or malicious act of Tenant, and (2) such abatement shall only be to the extent the operation of Tenant's business as operated from the Premises is adversely affected. Except for the abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration. Landlord and Tenant agree that Landlord shall not be responsible in any way for costs, expenses or losses of Tenant, including, but not limited to, costs of relocation, replacement premises, or uninsured or underinsured loss of or damage to contents, improvements, betterments or equipment. If Landlord shall not complete the restoration and repair within six (6) months after such occurrence, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair.

ARTICLE 7. INSURANCE AND INDEMNITY

7.1 Insurance. Tenant warrants that it is self-insured and agrees to maintain general liability insurance as required by law. Tenant further agrees to provide Landlord with a copy of any relevant insurance certificates.

7.2 Indemnification. To the extent allowed by Florida Law, each party agrees to hold harmless and defend the other party (indemnified party), its officials, and employees from all claims,

losses, damages, costs, charges, expenses, suits, or actions brought against the indemnified party as a result of any action or failure to act on the part of the indemnifying party. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The Parties acknowledge that the foregoing shall not constitute a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

7.3 Tenant's Risk. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts of omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part, or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage of property within the leased premises from any cause whatsoever.

7.4 Injury Caused By Third Parties. To the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss or damage that may be occasioned by or through the actions or omissions of persons using, occupying, or visiting the Premises.

7.5 Waiver of Subrogation. Landlord shall have no liability to Tenant, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to Tenant's properties, the Premises or the contents thereof or the IGC, regardless of whether such loss or damage is caused by the negligence of Landlord or Tenant, arising out of any of the perils or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Tenant pursuant to this Lease shall permit waivers of subrogation, which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, Tenant shall, at the request of Landlord, deliver to Landlord a waiver of subrogation endorsement in such form and content as may reasonably be required by Landlord or its insurer. For purposes of interpreting this subrogation provision, the terms "Landlord" and "Tenant" shall include elected and appointed officials, officers, agents, employees, contractors, subtenants, servants, licensees, concessionaires and invitees (if within the Premises), any of whom may be responsible for any loss.

ARTICLE 8. DEFAULT

8.1 Default.

A. Tenant Events of Default. The occurrence of one or more by Tenant of the following shall constitute a material event of default under this Lease:

- (1) Failure to make any other payment required of Tenant hereunder, within thirty (30) days after written notice that it is due;
- (2) Failure to perform any other covenant contained herein on its part to be observed, for fifteen (15) days after receipt of written notice from Landlord to Tenant of such breach; provided, however, that if the nature of Tenant's noncompliance is such that

more than fifteen (15) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commenced such cure within the fifteen (15) day period and thereafter diligently pursues such cure to completion.

B. Default Remedies Against Tenant. In the event Tenant fails to cure any default within any applicable time period, without further notice Landlord may elect to take any of the following actions:

(1) Terminate this Lease and enter into the Premises, or any part thereof, either with or without process of law, and expel Tenant, or any person occupying the same in or upon the Premises, using such lawful force as may be necessary to do so, and repossess and enjoy the Premises;

(2) Enter into possession of the Premises as agent of Tenant and relet the Premises, applying any rent received from new tenants on the balance due under this Lease, and in such event, Tenant shall be responsible for no more than the balance then due, should a balance exist, plus all Landlord's fees, costs and expenses in taking such actions;

(3) After termination of the Lease, Landlord may accelerate and declare the entire remaining unpaid Rent for the balance of this Lease to be immediately due and payable forthwith, and may, at once, take legal action to recover and collect the same. Landlord shall, in exercising its rights under this paragraph, comply with its obligation under applicable Florida law to use commercially reasonable efforts to mitigate damages, and any recovery shall be reduced by amounts actually realized through such mitigation; and

(4) Exercise in addition to the foregoing any and all other rights and remedies according to the laws of the State of Florida

C. Landlord Events of Default. It shall be an event of default by Landlord should Landlord fail to perform any material covenant contained herein on its part to be observed, for fifteen (15) days after receipt of written notice from Tenant of such breach; provided, however, that if the nature of Landlord's noncompliance is such that more than fifteen (15) days are reasonably required for its cure, Landlord shall not be deemed to be in default if Landlord commenced such cure immediately and thereafter diligently pursues such cure to completion within forty-five (45) days after transmittal of the notice of default.

D. Default Remedies against Landlord. In the event Landlord fails to cure a default within any applicable time period, Tenant may terminate this Agreement and vacate the Premises, which shall be completed in the same manner as if the term of this Agreement had expired on the date of Tenant's notice of termination provided to Landlord. No other remedies shall be available against Landlord, including but not limited to any claim for damages. Any payments made to Landlord prior to termination described in this section shall remain property of Landlord.

ARTICLE 9. [Intentionally Omitted]

ARTICLE 10 - EMINENT DOMAIN

10.1 Rights of Termination for Taking. If the Premises, or such portion thereof as may render the balance (if reconstructed to the maximum extent practicable under the circumstances) unsuitable for Tenant's purposes, shall be taken by condemnation or right of eminent domain, or by purchase in lieu thereof, either Landlord or Tenant shall have the right to terminate this Lease by notice to the other of its desire to do so. Further, if so much of the IGC shall be taken such that continued operation of the IGC would not be economically feasible in Landlord's reasonable judgment, Landlord shall have the right to terminate this Lease by giving notice to Tenant.

10.2 Payment of Award. Landlord shall have and hereby reserves, and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the IGC site, the Premises, the building in which the Premises are located, and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking, damage, or destruction. Notwithstanding the foregoing, Tenant shall have the right to pursue a claim for damages for removal of Tenant's PPF&E and relocation costs.

10.3 Abatement of Rent. In the event of any taking of the Premises, the Monthly Rent, and Additional Rent, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable under the circumstances.

ARTICLE 11. GENERAL PROVISIONS

11.1 Assignment and Subletting. This Lease may not be assigned without Landlord's written consent, which may be withheld in Landlord's sole discretion. For purposes of this Lease, "Transfer" shall mean an assignment or sublease of this Lease. Further, in no event shall any permitted transferee Transfer its interest without Landlord's consent. Any Transfer by Tenant of any interest in Tenant in violation of this Section shall be void.

11.2 Notice. Any notice required or permitted to be given under this Lease shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective Party at the Party's notice address. A notice shall be deemed to have been delivered and received on the earlier of the date actually received or the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or on the third (3rd) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. If any communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice shall still be deemed to have been given. Addresses for delivery of notice shall be as follows:

Tenant: County Administrator
3600 W Sovereign Path, Suite 267
Lecanto FL 34461

With a copy to:
Denise A. Dymond Lyn, Esq.
County Attorney
212 West Main Street, Suite 203
Inverness, Florida 34450

Landlord: City Manager
212 W. Main Street
Inverness, Florida 34450

With a copy to:
James T. Hartley, Esq.
1531 SE 36th Avenue
Ocala, Florida 34471

11.3 Section Titles, Interpretation. The titles to the sections contained in this Lease are for convenience and reference only. Any gender used herein shall be deemed to refer to all genders. Use of the singular herein shall be deemed to include the plural, and the plural shall be deemed to include the singular.

11.4 Surrender of Premises. Upon the termination of this Lease, Tenant shall return all keys and surrender possession of the Premises in neat and clean condition, good order and repair.

11.5 Holding Over. Any holding over by Tenant after the expiration of the term of this Lease shall constitute a tenancy at sufferance. If Tenant remains in possession after such holdover begins, the tenancy shall automatically continue on a month-to-month basis, and Rent and all other charges shall continue to adjust as set forth in this Lease. All other terms and conditions of this Lease shall remain in full force and effect during the month-to-month tenancy.

11.6 Construction Liens. The estate or interest of Landlord in and to the Premises, and the IGC shall not be subject to construction liens of persons or entities not in privity with Landlord. Tenant further agrees immediately to discharge (either by payment or by filing the necessary bond or otherwise) any construction liens against the Premises, the IGC or Landlord's interest therein purporting to be for labor, services, or materials furnished to Tenant in, on or about the Premises or the IGC. A duly executed instrument by which such construction lien is satisfied, released from the Premises or the IGC or transferred to bond, shall be recorded within ten (10) days after such construction lien is filed or recorded.

11.7 Self-Help. Landlord has the right to pay such sums or to do any act which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and Tenant agrees to pay Landlord upon demand all such sums with interest at the highest rate permitted under Section 687.03, Florida Statutes from the date payment is made by

Landlord, and if Tenant defaults Landlord has the same rights and remedies as for the failure of Tenant to pay Additional Rent.

11.8 Recording. Tenant agrees not to record this Lease or any memorandum thereof in the Public Records of Citrus County, Florida.

11.9 Binding Effect. Except as otherwise expressly provided, the terms hereof shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of Landlord and Tenant. This reference to successors and assigns of Tenant is not intended to constitute Landlord's consent to assignment by Tenant, but has reference only to those instances in which Landlord may give consent to a particular assignment.

11.10 Entire Agreement. This Lease constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings that may have been had between the parties.

11.11 Severability. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

11.12 Waiver. No waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by Tenant or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

11.13 Estoppel Certificates. Within twenty (20) days after request in writing by either party, the other party will furnish a written statement in form and substance reasonably acceptable to the non-requesting party, duly acknowledging the fact that (a) this Lease is in full force and effect, (b) rents payable hereunder are current, (c) there are no uncured defaults hereunder by Landlord or Tenant, if that be the case, and additional information concerning such other matters as reasonably requested. Failure of either party to deliver such estoppel certificate within such twenty (20) day period shall entitle the requesting party to conclusively presume that the Lease is in good standing without default, which statement or representation may be relied upon as being true and correct by any prospective purchaser or mortgagee.

11.14 Transfer of Landlord's Interest. In the event of any transfer of Landlord's interest in the Premises or in the real property of which the Premises are a part, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

11.15 Landlord's Exculpation and Sovereign Immunity. Anything to the contrary contained in this Lease notwithstanding, Landlord's elected and appointed officials, officers, agents, employees, representatives, successors and assigns, shall have absolutely no corporate or personal liability with respect to the performance of any of the terms, covenants, conditions and provisions of this Lease. Such exculpation of liability shall be absolute and without exception whatsoever. Landlord is a Florida municipal corporation whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of Landlord beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of Landlord's sovereign immunity under Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of Landlord's obligations under the provisions of this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

11.16 Discrimination Not Permitted. Landlord and Tenant for themselves, their successors and assigns covenant and agree that no person shall be excluded from participation in, denied benefits of, or otherwise subjected to unlawful discrimination in the use of the Premises, the construction of any improvements thereon or the furnishing of services therein.

11.17 Relationship of the Parties. The relationship between the parties hereto is solely that of landlord and tenant and nothing contained herein shall constitute or be construed as establishing any other relationship between the parties, including, without limitation, the relationship of principal and agent, employer and employee or parties engaged in a partnership or joint venture. Without limiting the foregoing, it is specifically understood that neither party is the agent of the other and neither is in any way empowered to bind the other to use the name of the other in connection with the construction, maintenance or operation of the Premises, except as otherwise specifically provided herein.

11.18 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

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BLANK. SIGNATURES OF PARTIES APPEAR ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

City of Inverness, a Florida municipal corporation

Witness

Gene Davis, President

Print Witness Name

Date: _____

Witness

Print Witness Name

ATTEST:

Susan Jackson
City Clerk

Approved as to form and legality

James Hartley
City Attorney

Citrus County, Florida

By: _____
Diana Finegan, Chairman

Witness

Print Witness Name

Date: _____

Witness

Print Witness Name

ATTEST:

Traci Perry, Clerk

Approved as to form and legality:

Denise A. Dymond Lyn
County Attorney

Agenda Memorandum - *City of Inverness*

February 3, 2026

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Project and Program Updates

- Annual Road Improvement Program
- Movie in the Park
- Inverness Senior Games
- Other

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

Enclosures:
