

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
April 16, 2024 - 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**
 - a) Nature Coast Bike Fest - Check Presentations
- 5) PUBLIC HEARINGS / WORKSHOPS**
 - a) Public Hearing - 819 Poplar St. Annexation - First Reading
- 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* - 04/02/2024
- 9) CITY CLERK'S REPORT**
 - a) Declaration of Surplus*

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10) CITY MANAGER'S REPORT

- a) 908 Constitution - Lien Reduction Request*
- b) Painted Turtle Project - Agreement with Inverness Arts and Cultural Alliance
- c) Fire Citation Fee Schedule - Resolution 2024-04
- d) Whispering Pines Park New Entrance Agreement
- e) Liberty Park Playground Shade Structures*
- f) Pine Ave Stormwater Improvement Professional Services*
- g) Project/Program Updates
 - Fire Training Facility
 - Water Tower Lighting
 - Other

11) MAYOR & COUNCIL SUBJECTS / REPORTS

- a) Mayor Plaisted
- b) Councilwoman Bega
- c) Councilwoman Hepfer
- d) Councilwoman Lizanich
- e) Councilman Davis
- f) Councilman McBride

12) NON-SCHEDULED PUBLIC COMMENT

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

13) ADJOURNMENT

- a) **DATES TO REMEMBER**
 - Teen's Night Out**
Thursday, April 18, 2024 from 5:30pm – 7:00pm
Depot Pavilion
 - Third Friday Car Show**

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April 16, 2024 - 5:30 PM**

**Friday, April 19, 2024 from 5:00pm – 8:00pm
Downtown Inverness**

Valerie Players Presents – Run for Your Wife

**Friday, April 19, 2024 @ 7:00pm
Saturday, April 20, 2024 @ 7:00pm
Sunday, April 21, 2024 @ 2:00pm
Valerie Theatre**

Market at the Depot

**Saturday, April 20, 2024 from 9:00am - 1:00pm
Depot Pavilion**

Pro Tours Presents – Travis Ladoyt - Sun & the Stars

**Sunday, April 21, 2024 @ 3:00pm
Depot Pavilion**

Market at the Depot

**Wednesday, April 24, 2024 from 5:00pm - 8:00pm
Depot Pavilion**

Valerie Players Presents – Run for Your Wife

**Friday, April 26, 2024 @ 7:00pm
Saturday, April 27, 2024 @ 7:00pm
Sunday, April 28, 2024 @ 2:00pm
Valerie Theatre**

Inverness City Council Regular Meeting

**Tuesday, May 7, 2024 @ 5:30pm
Inverness Government Center**

****Every Wednesday @ 6:00pm
Pavilion***

Cornhole League

Depot

Agenda Memorandum - *City of Inverness*

April 16, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Public Hearing - 819 Poplar St. Annexation - First Reading

CC: Susan Jackson, City Clerk, Frank Calascione, Assistant City Manager,
Christopher Shoemaker, Director of Community Development

Enclosures: 1. Staff Report
2. Survey
3. Ordinance 2024-827
4. Ordinance 2024-828
5. Ordinance 2024-829
6. Public Notice Citrus Chronicle

A request for voluntary annexation of the property located at 819 Poplar St. was submitted by the property owner with plans to build a single-family home. The property owner is desirous to be within the City limits for a myriad of reasons but mostly wishes to proceed with construction under the City Permitting Department.

Annexation and changes to land use and zoning are implemented by Ordinance. This requires a first reading of the three ordinances at a public hearing scheduled for April 16th and a second reading and adoption at a public hearing scheduled for May 7th. The annexation action is followed by an Amendment to the Comprehensive Land Use Map and Zoning Map designating a land use category and zoning district for the annexed parcel as shown below:

Existing Conditions

Future Land Use - Medium Density Residential (MDR) (County)
Zoning - Medium Density Residential (MDR) (County)
Existing Use - Single Family Residential

Proposed Changes

Future Land Use - Low Density (City)
Zoning - Single Family Residential R-1(City)

The legal notice requirements were completed by publication in the Citrus Chronicle, mailing to adjacent property owners and posting of signage at the property. The Planning and Zoning Committee voted to recommend approval at their meeting on April 3, 2024.

Recommended Action

1. Open Public Hearing
2. Allow Staff to Present
3. Motion, second, and vote to read Ordinance 2024-827 Annexation by title only.
4. Those for and Those Against
5. Deliberate the matter
6. Motion, second and vote to adopt Ordinance 2024-827 Annexation on a first reading by roll call.
7. Motion, second, and vote to read Ordinance 2024-828 Landuse by title only.
8. Those for, Those Against
9. Deliberate the matter
10. Motion, second and vote to adopt Ordinance 2024-828 Landuse on a first reading by roll call.
11. Motion, second, and vote to read Ordinance 2024-829 Zoning by title only.
12. Those for, Those Against
13. Deliberate the matter
14. Motion, second and vote to adopt Ordinance 2024-829 Zoning on a first reading by roll call.
15. Close the Public Hearing



DEPARTMENT OF COMMUNITY DEVELOPMENT

STAFF REPORT

EXECUTIVE SUMMARY

Project Name: 819 Poplar Street. Lots 14 and 15, Block 235

Request: Request for Annexation, Small-Scale Comprehensive Plan Map Amendment and Zoning Designation. Part of the lot is within City Limits while part of the lot is located within unincorporated Citrus County.

Purpose: Following annexation, the City designates its own land use category and zoning district for the newly annexed parcel.

Case Description: 419 Poplar Street (Lots 14 & 15) is located in a residential neighborhood where a portion of the lots are within City Limits and a portion out of City Limits within unincorporated Citrus County (survey attached).

Aerial Photograph of Subject Property



Applicant: Drico Santiago LLC (Lots 14 and 15, Block 235)

Ordinance(s): 2024-827 (Annexation); 2024-828 (Future Land Use); and 2024-829 (Zoning Designation)

Location: 819 Poplar Street is located on the southern City limit line, just west of U.S. Highway 41 and Southerly Boulevard

Altkey(s) 1773831

Land Area: 0.073 Acres

Presenter: Chris Shoemaker, Community Development Director

Recommendation: P&Z Approval and Recommend to Council the following:

1. Approval of Ordinance 2024-827 Annexation
2. Approval of Ordinance 2024-828 Future Land Use Map
3. Approval of Ordinance 2024-829 Zoning Designation

EXISTING CONDITIONS

Future Land Use: Medium Density Residential (MDR)

Zoning: Medium Density Residential (MDR)

Existing Use(s): Residential Single-Family

PROPOSED CHANGES

Future Land Use: Low Density (LD)

Zoning: Single-Family Residential (R-1)

ANALYSIS

State Statute Consistency

The City of Inverness follows the statutory procedure outlined below.

171.044 Voluntary annexation. —

- (1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

- (2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice will give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the office of the city clerk.
- (3) An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within 7 days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.
- (4) The method of annexation provided by this section shall be supplemental to any other procedure provided by general or special law, except that this section shall not apply to municipalities in counties with charters which provide for an exclusive method of municipal annexation.
- (5) Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.
- (6) Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2); the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located. The notice provision provided in this subsection may be the basis for a cause of action invalidating the annexation.

Comp Plan Consistency

There is one section of the Intergovernmental Coordination Element that supports the proposed land use designation for the 819 Poplar Street annexation (see below).

Policy 7.1.2.4: Prior to annexation of any parcel(s) of land, the City shall ensure that the intended action is consistent with the adopted plans of all affected local governments.

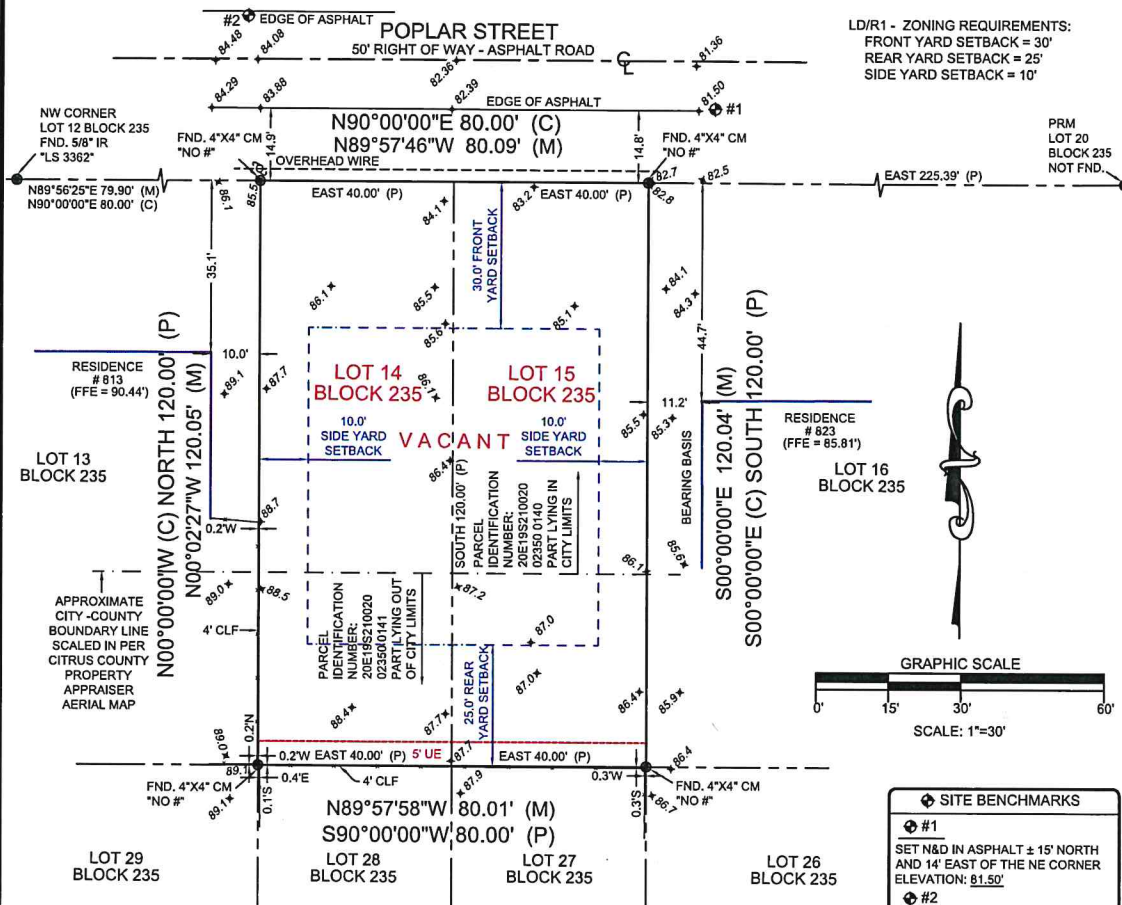
Zoning Consistency

The proposed zoning designation is consistent with the surrounding zoning.

INTERVENING ACTIONS

Notice of the Proposes Annexation was provided to Citrus County as required. Notice was mailed to all property owners within 200-feet and published in the Citrus Chronicle as required. Signage posted at the property as required. Proposal on the Agenda for the Planning and Zoning Committee on April 3rd, to City Council Public Hearing and First Reading April 16th and Public Hearing Second Reading and Final Adoption on May 7, 2024.

BOUNDARY AND TOPOGRAPHIC SURVEY



* THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, OR TITLE COMMITMENT.
A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.

LEGAL DESCRIPTION:

LOTS 14 AND 15, BLOCK 235, INVERNESS HIGHLANDS SOUTH, A SUBDIVISION
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 51
THROUGH 66, INCLUSIVE, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. PART
LYING IN CITY LIMITS.
PARCEL IDENTIFICATION NUMBER: 20E19S210020 02350 0140
LOTS 14 AND 15, BLOCK 235, INVERNESS HIGHLANDS SOUTH, A SUBDIVISION
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 51
THROUGH 66, INCLUSIVE, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. PART
LYING OUT OF CITY LIMITS.
PARCEL IDENTIFICATION NUMBER: 20E19S210020 02350 0141

LEGEND:

AT&T - AT&T VAULT	E - EAST	NW - NORTHWEST
A/C - AIR CONDITIONER	EB - ELECTRIC BOX	O/W - OVERHEAD WIRE
BM - BENCHMARK	FEMA - FEDERAL EMERGENCY	(P) - PLAT
(C) - CALCULATED	MANAGEMENT AGENCY	PCP - PERMANENT CONTROL POINT
C - CENTERLINE	FIRM - FLOOD INSURANCE	PRC - POINT OF REVERSE CURVATURE
CR - CABLE RISER	RATE MAP	P.E. - POOL EQUIPMENT
CLF - CHAIN LINK FENCE	FFE - FINISHED FLOOR ELEVATION	PT - POINT OF TANGENCY
CO - CLEANOUT	RATE MAP	R - RADIUS
CONC - CONCRETE	FND - FOUND	TR - TELEPHONE RISER
COVD - COVERED	IR - IRON PIPE	S - SOUTH
CP - CONCRETE PAD	ID - IDENTIFICATION	SE - SOUTHEAST
CW - CONCRETE SIDEWALK	IR - IRON REBAR	SW - SOUTHWEST
DE - DRAINAGE EASEMENT	L - ARC LENGTH	UE - UTILITY EASEMENT
DP - DUMPSTER PAD	N - NORTH	W - WEST
DW - DRIVEWAY	NE - NORTHEAST	WF - WOOD FENCE
		WU - WOOD UTILITY POLE

JOB # 056 FILE: CC3-51LOTS14-15BLK235-056
SIGNED DATE: 01/25/2024
FIELD DATE: 01/19/2024
SCALE: 1" = 30'
DRAWN BY: DCM

SITE PHOTO:



ADDRESS:
819 POPLAR STREET
INVERNESS, FLORIDA 34452.

CERTIFIED TO:

DRICO SANTIAGO LLC
AMARANTE INVESTMENTS LLC
ADRAINO PASCHOAL SANTIAGO

BENCHMARK INFORMATION

ELEVATIONS ARE BASED ON
FDOT NETWORK, GPS NAVD88.

GENERAL SURVEY NOTES:

1. SURVEY IS BASED UPON THE LEGAL DESCRIPTION RECORDED IN INSTRUMENT # 2016003325, CITRUS COUNTY, FLORIDA.
2. ABUTTING PROPERTIES DEEDS HAVE NOT BEEN RESEARCHED FOR GAPS, OVERLAPS AND/OR HIATUS.
3. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.
4. BEARING BASIS SHOWN IS BASED ON THE EAST LINE OF LOT 15 BLOCK 235; BEING: S00°00'00"E PER PLAT.
5. BUILDING TIES ARE NOT TO BE USED TO RECONSTRUCT PROPERTY LINES.
6. FENCE OWNERSHIP IS NOT DETERMINED.
7. ROOF OVERHANGS, UNDERGROUND UTILITIES AND/OR FOOTERS HAVE NOT BEEN LOCATED UNLESS OTHERWISE NOTED.
8. SEPTIC TANKS AND/OR DRAINFIELD LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY APPROPRIATE UTILITY LOCATION COMPANIES.
9. USE OF THIS SURVEY FOR PURPOSES OTHER THAN INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREON SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED.
10. THIS PROPERTY IS IN ZONE X, BASED ON FLOOD INSURANCE RATE MAP NO. 12017C0354D, WITH AN EFFECTIVE DATE OF 09/26/2014, CITY OF INVERNESS, LYING IN CITRUS COUNTY, FLORIDA.
11. FLOOD ZONE DETERMINATION SHOWN HEREON IS SUBJECT TO FINAL APPROVAL BY F.E.M.A. THIS DETERMINATION MAY BE AFFECTED BY FLOOD FACTORS AND/OR OTHER INFORMATION NEITHER KNOWN BY NOR GIVEN TO THIS SURVEYING COMPANY AT THE TIME OF THIS ENDEAVOR. CENTRAL FLORIDA LAND SURVEYING AND THE SIGNING SURVEYOR ASSUME NO LIABILITY FOR THE ACCURACY OF THIS DETERMINATION.

I HEREBY CERTIFY THAT THIS BOUNDARY AND TOPOGRAPHIC SURVEY OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED UNDER MY DIRECTION ON THE DATE SHOWN, BASED ON INFORMATION FURNISHED TO ME AS NOTED AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Benjamin E Fordham

Digitally signed by
Benjamin E Fordham
Date: 2024.01.25
11:45:44 -05'00'



PSM 7481 LB 8573 BENJAMIN E. FORDHAM
THIS SURVEY IS INTENDED ONLY FOR THE USE OF SAID CERTIFIED PARTIES.
THIS SURVEY NOT VALID UNLESS SIGNED
AND EMBOSSED WITH SURVEYOR'S SEAL.



ORDINANCE 2024-827

AN ORDINANCE ANNEXING TO THE CITY OF INVERNESS, FLORIDA, CERTAIN PROPERTY LOCATED AT 819 POPLAR STREET, SECTION 20 EAST, TOWNSHIP 19 SOUTH, RANGE 21 EAST CITRUS COUNTY, FLORIDA, PURSUANT TO CHAPTER 171, FLORIDA STATUTES PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION, DESCRIBING THE AREA TO BE ANNEXED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WITNESSETH:

WHEREAS, owners of real property to an unincorporated area of Citrus County which is contiguous to the City of Inverness, Florida, have petitioned the City Council of the City of Inverness that said property be annexed to the City of Inverness, Florida, in accordance with Section 171.044, Florida Statutes; and

WHEREAS, it has been determined by the City Council of the City of Inverness, Florida, that the petition bears the signature of all owners of property in the area proposed to be annexed.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, in regular session as follows:

Section 1. City Council of the City of Inverness, Florida in accordance with the powers given and granted to said City of Inverness in and by Chapter 171, Florida Statutes, does hereby redefine the boundary lines of the City of Inverness, so as to include therein the property contiguous thereto and described as follows:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 20 EAST, RANGE 20 EAST CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; LOTS 14 AND 15, BLOCK 235, INVERNESS HIGHLANDS SOUTH, A SUBDIVISION ACCORDNIG TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGES 51 THROUGH 66, INCLUSIVE, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA PART LYING IN CITY LIMITS AND PART LYING OUTSIDE OF CITY LIMITS PARCEL IDENTIFICATION NUMBER: 20E19210020 02350 0140 AND IDENDIFICATION NUMBER 20E19S210020 023500141

Section 2. Severability Clause. Should any provision or section of this ordinance be held by a Court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. The effective date of this ordinance shall be the same as the effective date of Ordinance 2024-801.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on this _____ day of _____, 2024.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on this _____ day of _____, 2024.

CITY OF INVERNESS, FLORIDA

JACQUIE HEPFER, President

ROBERT PLAISTED, Mayor

ATTEST:

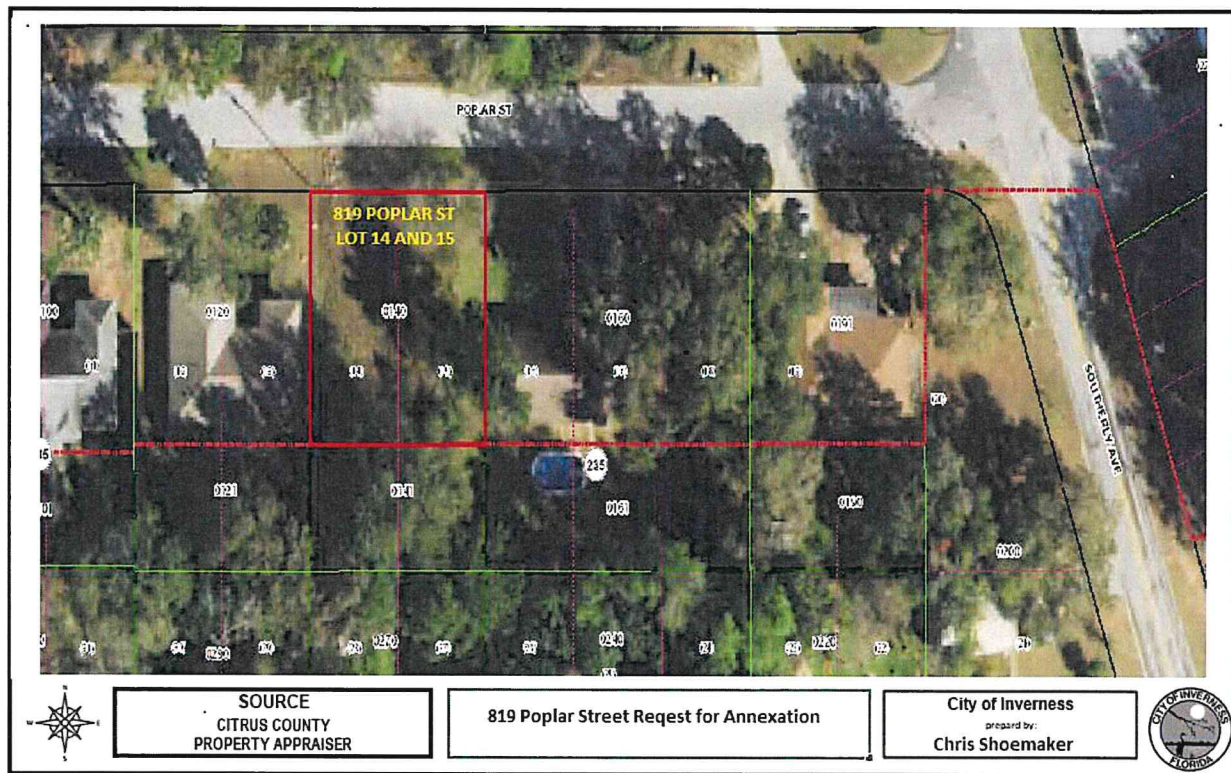
SUSAN JACKSON, City Clerk

Approved as to form and correctness:

ROBERT BATSEL, City Attorney

ANNEXATION CASE MAP

OWNER:	Domonic Santiago, LLC
CASE NUMBER:	2024-02SSA
PARCEL NUMBER:	1773831
PROPERTY SIZE:	0.073 acres
CURRENT LAND USE:	Medium Density Residential "MDR" (County)
PROPOSED LAND USE:	Low Density Residential "LD" (City)



ORDINANCE NO 2024-828

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN AS REQUIRED IN SECTIONS 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE LAND USE CHANGE INVOLVED AND AMENDING THE FUTURE LAND USE MAP FOR THE PROPERTY SPECIFICALLY DESCRIBED HEREIN; RECLASSIFYING 0.073 ACRES OF ANNEXED PROPERTY FROM CITRUS COUNTY MEDIUM DENSITY RESIDENTIAL (“MDR”) TO CITY OF INVERNESS LOW DENSITY RESIDENTIAL (“LD”); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the legislature of the State of Florida adopted the Local Government Comprehensive Planning and Land Development Regulation Act of 1985, as contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, which required the City of Inverness, Florida to prepare and adopt a comprehensive plan in accordance with the requirements of said act; and

WHEREAS, the City Council of the City of Inverness recognizes the need to plan for orderly growth and development and has prepared a comprehensive plan which meets the requirements of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985; and

WHEREAS, the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 2016-713, on July 7, 2016, including a Future Land Use Map, and has approved subsequent amendments; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Inverness, Florida as follows:

Section 1. Short Title. This ordinance shall be known as, cited as and referred to the City of Inverness (Comprehensive Plan Amendment 24-02SSA) and shall be effective within the incorporated areas of the City of Inverness.

Section 2. The City of Inverness Comprehensive Plan Future Land Use Map is hereby amended as required by the Florida Local Government Comprehensive Planning and Land Development Regulation Act of 1985 contained in Section 163.3161 through and including Section 163.3248, Florida Statutes, and pursuant to the Code of Ordinances of the City of Inverness, Florida. The following described lands are hereby reclassified on the City of Inverness Comprehensive Plan, Future Land Use Map as set forth in Section 3, below, and as depicted on the attached “Land Use Map” attached hereto, which is incorporated by reference into this ordinance:

LOTS 14 AND 15, BLOCK 235, INVERNESS HIGHLANDS SOUTH, A SUBDIVISION RECORDED IN LAT BOOK 3, PAGES 51 THROUGH 66, PUBLIC RECORDS CITY COUNTY, FLORIDA. PARCEL IDENTIFICATION

NUMBER(S): 20E19S210020 02350 0140 AND 20E19S210020 02350 0141.

Section 3. The City of Inverness Comprehensive Plan, Future Land Use Map is hereby amended as follows in the manner depicted on the attached map, which is incorporated by reference into this ordinance:

3.1. 0.073 acres depicted on the “Land Use Map” attached hereto is hereby reclassified from Citrus County Medium Density Residential (“MDR”) to City of Inverness Low Density (“LD”). Total Lot measures 120 feet by 80 feet, or 9,600 sq ft of which 6,400 square feet or 0.17 acres is within City Limits while approximately 80 feet by 40 feet, or 3,200 square feet or 0.073 acres is outside the City Limits and lies in unincorporated Citrus County.

Section 4. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent Jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council of the City of Inverness hereby declares that it would have passed this ordinance and each Section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more Section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Inclusion in the Comprehensive Plan. The provisions of this Ordinance shall become and be made a part of the City of Inverness Comprehensive Plan (City of Inverness Ordinance No. 2016-713). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word “ordinance” may be changed to “section”, “article”, “policy”, or other appropriate designation.

Section 7. The effective date of this Comprehensive Plan amendment shall be 31 days after approval by the mayor, or upon becoming law without such approval, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of the amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on this _____ day of _____, 2024.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on this _____ day of _____, 2024.

CITY OF INVERNESS, FLORIDA

JACQUIE HEPFER, President

ROBERT PLAISTED, Mayor

ATTEST:

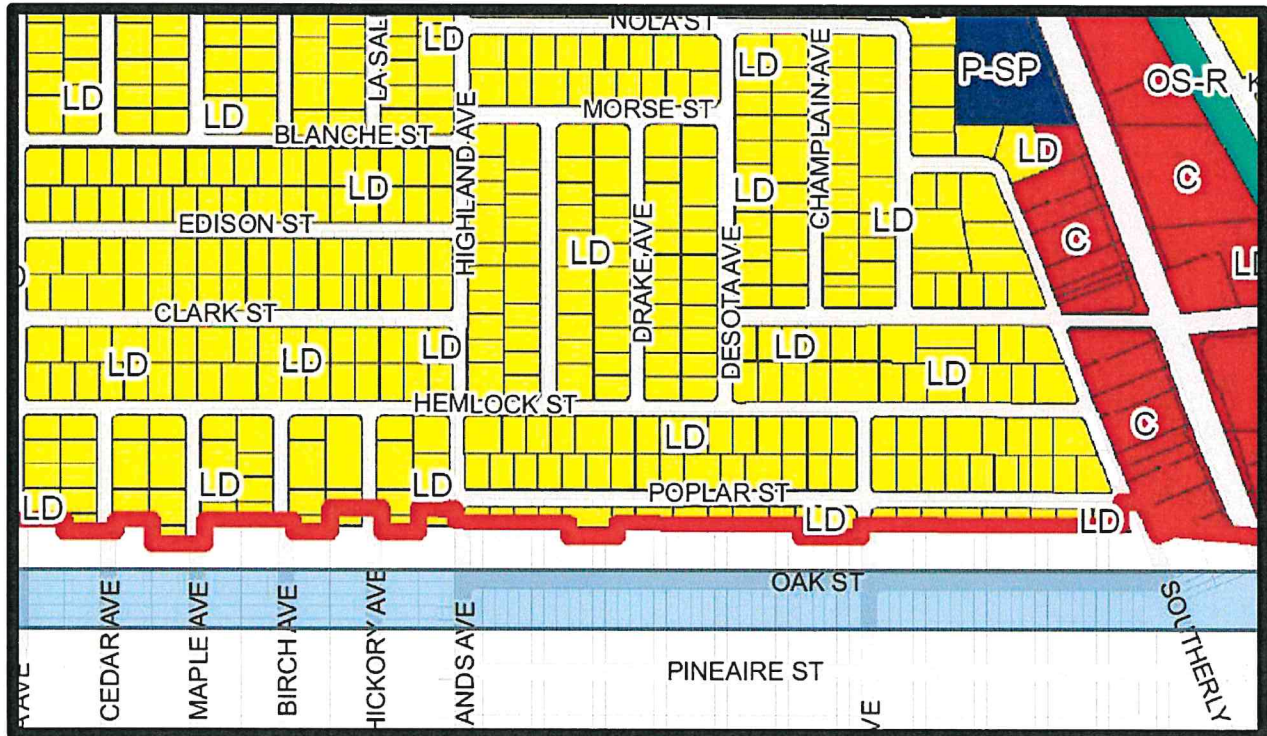
SUSAN JACKSON, City Clerk

Approved as to form and correctness:

ROBERT BATSEL, City Attorney

LAND USE CHANGE CASE MAP

OWNER:	Domonic Santiago, LLC
CASE NUMBER:	2024-02SSA
PARCEL NUMBER:	1773831
PROPERTY SIZE:	0.073 acres
CURRENT LAND USE:	Medium Density Residential "MDR" (County)
PROPOSED LAND USE:	Low Density Residential "LD" (City)



ORDINANCE NO 2024-829

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF INVERNESS, FLORIDA; AMENDING THE OFFICIAL ZONING MAP FOR 0.073 ACRES FROM CITRUS COUNTY MEDIUM DENSITY RESIDENTIAL (MDR) TO CITY OF INVERNESS RESIDENTIAL (LD/R1); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Inverness recognizes the need to plan for orderly growth and development; and

WHEREAS, the City Council of the City of Inverness adopted the City of Inverness Comprehensive Plan, Ordinance 2016-713 on June 7, 2016 and subsequent amendments; and

WHEREAS, Chapter 163 Part II, Florida Statutes provides for and empowers the City to adopt Land Development Regulations, and

WHEREAS, the Planning and Zoning Commission of the City of Inverness held the required public hearings with public notice having been provided and, reviewed and considered all comments received during said public hearing and the amendment report concerning said application for amendment described below; and

WHEREAS, the City Council of the City of Inverness has determined that all provisions of this ordinance are consistent with the City of Inverness Comprehensive Plan.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Inverness, Florida as follows:

Section 1. Short Title. This ordinance shall be known as, cited as and referred to the City of Inverness Zoning Map Amendment 2024-02-ZO and shall be effective with the incorporated areas of the City of Inverness.

Section 2. Revisions and Additions to the Zoning Map of the City of Inverness. Pursuant to Chapter 4 of the Land Development Code, the City of Inverness Zoning Map is hereby amended in conformity with the Zoning Map attached hereto and hereby incorporated, assigning new zoning designations to the lands described in the attached map. This City of Inverness Zoning Map Amendment 2023-01-ZO is adopted pursuant to Chapter 163 Part II, Florida Statutes, assigning a Residential (LD/R1) to 0.073 acres to the lands described on the corresponding portions of the attached Zoning Map.

Section 3. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent Jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Council of the City of Inverness hereby declares that it would have passed this ordinance and each Section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more Section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

Section 4. Inclusion in the Land Development Code. The provisions of this Ordinance shall become and be made a part of the City of Inverness Zoning Map. To this end, the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, including graphic revision to the zoning map.

Section 5. The effective date of this ordinance shall be the same as the effective date of Ordinance 2024-827.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on this _____ day of _____, 2024.

Upon motion duly made and carried on second reading, the foregoing Ordinance was adopted on this _____ day of _____, 2024.

CITY OF INVERNESS, FLORIDA

JACQUIE HEPFER, President

ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

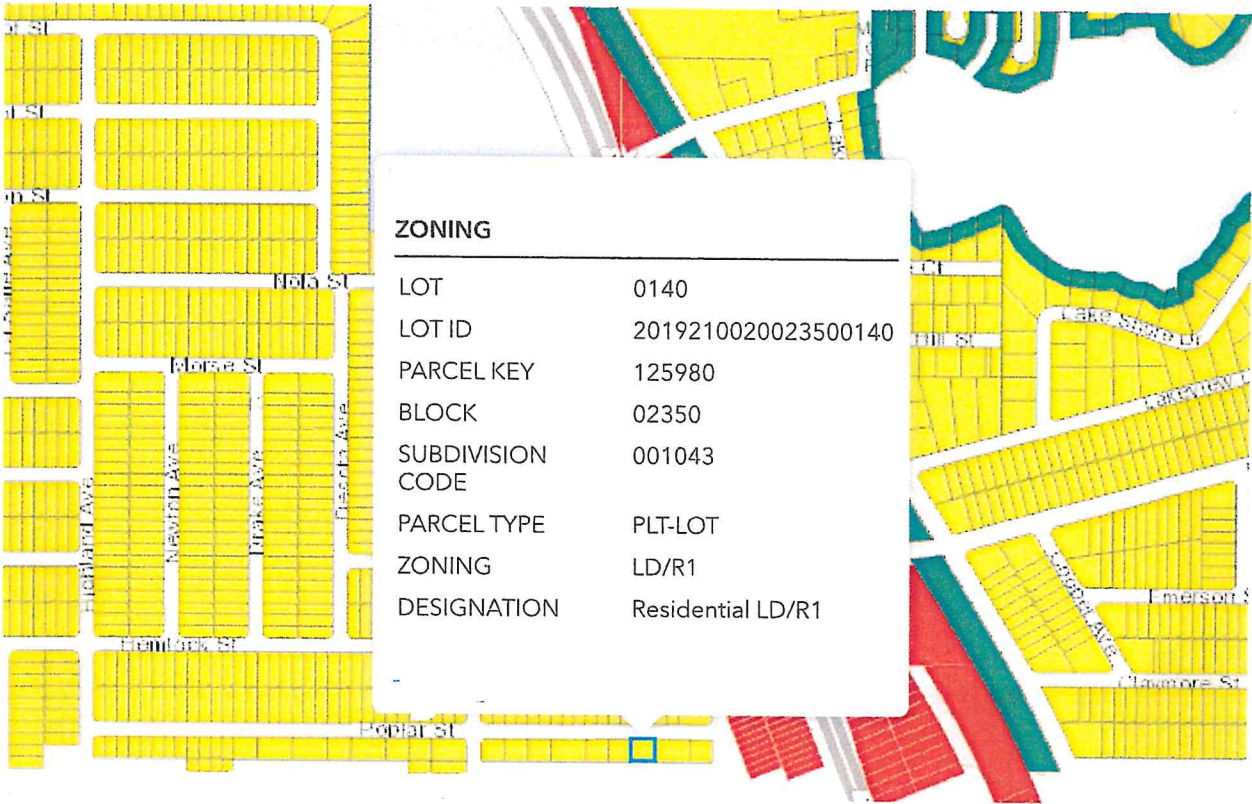
Approved as to form and correctness:

ROBERT BATSEL, City Attorney

ZONING CASE MAP

OWNER:
CASE NUMBER:
PARCEL NUMBER:
PROPERTY SIZE:
CURRENT ZONING:
PROPOSED ZONING:

Draco Santiago LLC
2024-02-ZO
1773831
0.073 acres
Medium Density Residential "MDR" (County)
Low Density Residential "LD/R1" (City)



Russians cast ballots in an election preordained to extend Putin's rule

By EMMA BURROWS
Associated Press

Voters across Russia cast ballots Saturday on the second day of an election set to formalize six more years of power for President Vladimir Putin, who faces no serious challengers after crushing political dissent over his nearly quarter-century of rule.

The election comes against the backdrop of a ruthless crackdown that has stifled independent media and prominent rights groups. Putin's fiercest foe, Alexei Navalny, died in an Arctic prison in February, and other critics are either in jail or in exile.

The 71-year-old Putin faces three token

rivals from Kremlin-friendly parties who have refrained from any criticism of him or his full-scale invasion of Ukraine. Putin has cast his war in Ukraine, now in its third year, as an existential battle against the U.S. and other Western powers bent on destroying Russia.

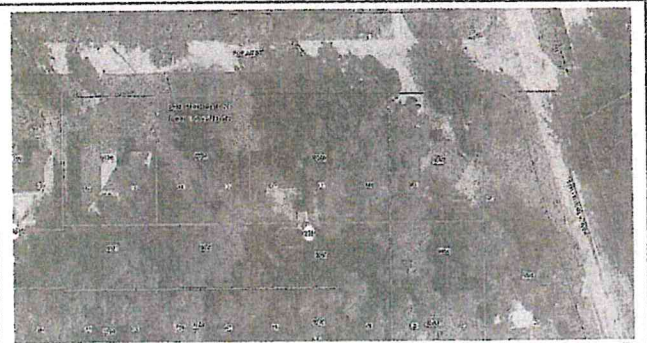
Officials said voting was proceeding in an orderly fashion. But despite tight controls, at least a half-dozen cases of vandalism at polling stations were reported Friday and Saturday, including a fire-bombing and several people pouring green liquid into ballot boxes. The latter was an apparent homage to Navalny, who in 2017 was attacked by an assailant who splashed green disinfectant in his face.

PUBLIC NOTICE OF PROPOSED ENACTMENT

PUBLIC NOTICE IS HEREBY GIVEN that the City of Inverness Planning and Zoning Commission and the City Council of the City of Inverness will hold Public Hearings pursuant to Section 166.041 Florida Statutes, to consider the Annexation of 819 Poplar Street that lies partially within City Limits and partially outside the City limits in unincorporated Citrus County. The annexation by Ordinance 2024-827, a Small-Scale Amendment to the City of Inverness Comprehensive Plan by Ordinance 2024-828 and a proposed Amendment to the Zoning Map of the City of Inverness by Ordinance 2024-829, Florida as follows:

ORDINANCE 2024-827

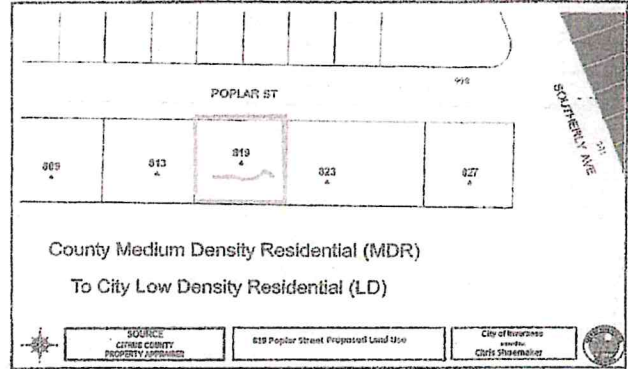
AN ORDINANCE ANNEXING TO THE CITY OF INVERNESS, FLORIDA, CERTAIN PROPERTY LOCATED AT 819 POPLAR STREET, TOWNSHIP 19 SOUTH, RANGE 21 EAST CITRUS COUNTY, FLORIDA, PURSUANT TO CHAPTER 171, FLORIDA STATUTES PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION, DESCRIBING THE AREA TO BE ANNEXED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.



SOURCE: CITRUS COUNTY PROPERTY APPRAISER
819 Poplar Street Request for Annexation
City of Inverness
Mayor: Chris Sheumaker

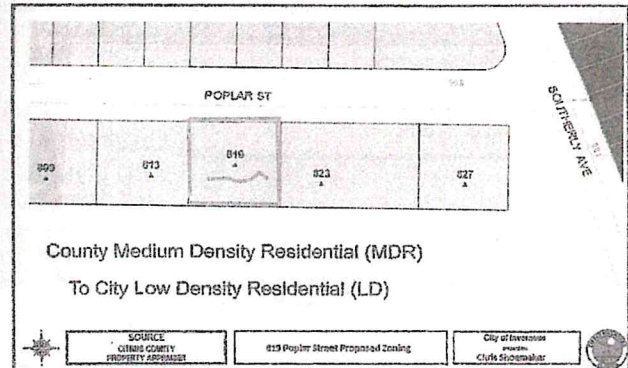
ORDINANCE 2024-828

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN AS REQUIRED IN SECTIONS 163.3161 THROUGH AND INCLUDING SECTION 163.3246, FLORIDA STATUTES; DETAILING THE LAND USE CHANGE INVOLVED AND AMENDING THE FUTURE LAND USE MAP FOR THE PROPERTY SPECIFICALLY DESCRIBED HEREIN; RECLASSIFYING 0.073 ACRES OF ANNEXED PROPERTY FROM CITRUS COUNTY MEDIUM DENSITY RESIDENTIAL ("MDR") TO CITY OF INVERNESS LOW DENSITY ("LD"); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.



ORDINANCE NO 2024-829

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF INVERNESS, FLORIDA; AMENDING THE OFFICIAL ZONING MAP FOR 0.073 ACRES FROM CITRUS COUNTY MEDIUM DENSITY RESIDENTIAL (MDR) TO CITY OF INVERNESS LOW DENSITY SINGLE FAMILY RESIDENTIAL (LD/R1); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.



Planning and Zoning Committee Agenda Item Wednesday, April 3, at 5:00 p.m.

1st Reading, Public Hearing: Tuesday, April 16, 2024 at 5:30 p.m.

2nd Reading, Public Hearing, Adoption by City Council:
Tuesday, May 7, 2024 at 5:30 p.m.

Note: All hearings are held at 212 W. Main St., Inverness, FL 34450

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

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

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

This Notice is issued under my hand as the President of the City Council of the City of Inverness this March 17, 2024.

Attest: /s/ Susan Jackson
City Clerk

/s/ Linda Baga
President of City Council

CASH REQUIREMENTS REPORT

INVOICE	DUE DATE	DUE 09/30/24
TOTALS FOR ACE HARDWARE CO OF INV INC		16.99
TOTALS FOR ADAMS, ANNE MARIE		150.00
██		████████
██		████████
TOTALS FOR GAY, MARGARET		849.00
TOTALS FOR CHESAPEAKE UTILITIES CORPORATION AND SUB		713.10
TOTALS FOR CITRUS COUNTY CHRONICLE		8,800.00
TOTALS FOR CITRUS VETTES & CAMAROS CAR CLUB, INC.		650.00
TOTALS FOR CITY ELECTRIC SUPPLY INC		52.05
TOTALS FOR CHRISTINE HAMMOND		100.00
TOTALS FOR IWORQ SYSTEMS, INC.		1,500.00
TOTALS FOR KYOCERA DOCUMENT SOLUTIONS SOUTHEAST, LL		363.24
TOTALS FOR OFFICE DEPOT INC		125.96
TOTALS FOR QUICK CARE MED, PL		545.00
TOTALS FOR NATIONAL WASTE		87.20
TOTALS FOR SCOTT SIEWERT		300.00
TOTALS FOR THE ARTINA GROUP		426.24
TOTALS FOR ULINE, INC.		102.81
TOTALS FOR UNIFIRST CORPORATION		51.98
TOTALS FOR WRIGHT EXPRESS		3,600.35
REPORT TOTALS		18,064.31

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

**Please note redacted line is a credit balance we are owed from a vendor. Thus not a payout.

***Please note redacted line is a credit balance we are owed from a vendor. Thus not a payout.

April 2, 2024
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 Hepfer
Vice President Davis
Councilwoman Bega – *Absent*
Councilwoman Lizanich
Councilman McBride
Mayor Plaisted – *Absent*

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

The Invocation was given by Councilman Davis and the Pledge of Allegiance was led by the City Council.

ACCEPTANCE OF AGENDA

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

PRE-SCHEDULED APPEARANCES

4)a) Proclamation Presentation – National Minority Health Month with Council President Hepfer presenting to Dr. BJ Ezell, Carmen Hernandez, and Amy Douglas, with the Florida Department of Health of Citrus County. Dr. Ezell spoke of public health care and national concerns and issues. Announced upcoming event on April 13, 2024 in Crystal River.

4)b) Cooter Kudo – Publix Supermarket with Council President Hepfer presenting to several representative of Publix. Parks & Rec Director Worley added details of their efforts and involvement with several City events.

PUBLIC HEARINGS / WORKSHOP

5)a) FY 2024-2025 Budget Overview Workshop with City Manager Williams starting with the budget overview presentation explaining what would be covered including planning, funding, and executing. Planning would involve needs, priorities, goals, and objectives. Funding included revenue, fund balances, and grants. Executing by timing, resource, and impact.

PLANNING – Fund Balance Policy – General Fund: Unrestricted \$5M; Infrastructure \$2,726,418; Building \$2,550,919; Equipment \$1,613,329; Fire \$500,000; Land Acquisition \$1M; ICRA \$1,077,379; Utility \$10,167,386, and Cemetery \$1,205,146. Assessing Needs included focus on personnel salary comparison with other governments, market analysis/minimum wage, and benefit costs; Materials with increased costs, availability, and equipment needs; and Private Public Partnerships (PPP) with contract review, assessment of cost benefit, and CPI/cost index. Prioritizing with initiatives tied to Council goals and objectives, return on investment, most efficient and cost-effective

service delivery while maintaining essential levels of service, and establishing goals and objectives that are attainable and produce desired results.

FUNDING – Revenue Projections noting General Fund Ad Valorem \$4,839,850 with 7.76 millage, Non-Ad Valorem \$8,016,253 for **Total: \$12,856,103**; CRA\$1,588,309; and Utility \$11,471,313. Spoke of the CRA and 30-year debt service, over \$30M in grant funding for septic to sewer, etc. Funding Considerations and Impacts involved an estimated revenue forecast of an assumed 3% growth in assessed value, exploring new funding sources, State Legislature, CARES Act of approx. \$351,450 and ARPA of FY2022 \$1,365,621; and millage rate of 7.76.

EXECUTING by Functional Area – General Government establish staffing levels to support level of service at competitive rates, project/growth management, lobbying efforts, grants, and cooperative funding, Intergovernmental and Community Partnerships, and policy development and implementation. Economic Development includes Incentive Programs, CRA Plan/Annual Report, infrastructure investment, and Medical Arts District. Transportation road resurfacing and improvement, multimodal including trail connections, and infrastructure investment/partnerships. Public Safety Fire Department with volunteer recruitment and development, level of service/ISO rating, and utilization of grant opportunities. Enhanced Law Enforcement with CCSO agreement, service, and costs and stable level of service. Cultural Recreation marketing and programming to maintain and create energy and momentum, continue PPP for events, vendors, and facility operators. Physical Environment management of parks system, parking and lighting improvements, and shared downtown sanitation. Oak Ridge Cemetery promotion of pre-need sales, landscaping enhancement, and intergovernmental and community partnerships. City Manager Williams announced the CIP Workshop will be May 7 at 5:30pm; Tentative Millage and establishing budget public hearings will be July 2 at 5:30pm; full Budget Workshop on July 16 at 5:30pm, and Budget Adoption hearings on September 3 for the tentative budget adoption and September 17 for final budget adoption. Councilwoman Lizanich spoke to personnel costs with staff deserving increase. Spoke to the Medical Arts District study and appealing to families, asked if the shuffleboard courts are used, a new skate park, etc. City Manager Williams noted there is room for improvements in salaries including a big gap in executive management, market conditions, etc. Noted the shuffleboard courts are expensive to maintain. The first step to new projects will be in the CIP process. Councilman Davis stated he had met with the shuffleboard people, how the courts are used more in the winter, and has seen the courts with several players. Councilman McBride stated the City is fiscally sound and spoke to the number of services, activities, events, etc. Questioned a date the ARPA funds must be used, with City Manager noting approx. by the end of 2024. Spoke to personnel and other governments, unfunded mandates, and increase law enforcement. City Manager Williams spoke of a recent conversation with Sheriff Prendergast, and spoke of the recent requirement regarding Ordinance impact on businesses. President Hepfer spoke to employee and Charter Officers salaries with City Manager stating this needs to be compared with other analytics. She spoke of productivity, smart growth principles, and noted a skate park idea that was suggested in 1998 and issues that arose.

5)b) Ordinance 2024-826 No Wake/No Boating – Public Hearing Final Adoption* with City Manager Williams stating the next phase of the Shoreline Restoration Project at Wallace Brooks Park is to designate a no wake zone on the waterway off the shore to

regulate the speeds of boats in order to ensure the integrity of the shoreline. In addition, a no boating designation along the shoreline where the restoration has taken place will need to be implemented to ensure boats are not compromising that area. This proposed ordinance amendment provides a way provide a pathway for regulating the area to maintain the integrity of the shoreline and the safety of patrons along Wallace Brooks Park. Parks & Rec Director Worley presented an overview of the ordinance with City Manager Williams with additional information. **Councilman Davis motioned to have the Clerk read Ordinance 2024-826 by Title only. Seconded by Councilwoman Lizanich. The motion carried. The Public Hearing was opened.**

ORDINANCE 2024- 826

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, ESTABLISHING A VESSEL EXCLUSION ZONE AT WALLACE BROOKS PARK; ESTABLISHING AN IDLE SPEED - NO WAKE ZONE IN THE AREA IMMEDIATELY SURROUNDING THE VESSEL EXCLUSION ZONE AT WALLACE BROOKS PARK; PROVIDING FOR ENFORCEMENT FOR VIOLATIONS OF THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Paul Hertensen spoke in favor of the ordinance as he resides on the lake and has observed that this is needed.

No one spoke against the Ordinance.

The Public Hearing was closed.

Councilman McBride motioned to adopt Ordinance 2024-826 by roll-call vote on a final reading. Seconded by Councilman Davis. Roll call vote was as follows: Councilman Davis, yes; Councilwoman Lizanich, yes; Councilman McBride, yes; President Hepfer, yes. The motion carried.

OPEN PUBLIC MEETING

Tom Craig spoke of ow the W. Inverness Trail Connector would keep cyclists off busy roadways. Noted this project is right in line with the Statewide Comprehensive Outdoor Recreation Plan.

Karen Esty provided a report on the MPO Citizens Advisory Committee actions. Spoke of the Independence Highway sidewalk issue on the MPO priority list with the next step being an application. Fine job on the budget presentation.

Terry Weber-Nelles – IV4 questioned City Manager Williams’ meeting with County Administrator Howard, grants to apply for, etc. City Manager spoke of recent and upcoming meetings with County and water lines in the Inverness Village 4 area. Spoke of the tortoise issue and the State process regarding relocation, rights-of-ways, etc. Inverness is here to help. Stated that SWFWMD and DEP are involved and FDOT has concerns of water getting on Hwy. 44.

Karleen Sempert – IV4 thanked City Manager Williams for his attention to the issue, spoke of right-of-way permit, special assessment, etc. Paved roads are needed. City Manager

spoke of the Interlocal Agreement between the City and County regarding utilities, and the goal to bring the lines to useable condition with City standards.

Dena Ganoung – IV4 stated excessive rains have nearly prevented her from going to work and returning home due to the road conditions.

Ross IV4 spoke of neighbor with extreme health issues , emergency care, and not being able to get out due to the roads. Thanked the City for all they do. Feels disrespected by BOCC.

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 03/19/2024*
 - Recommendation – Approval

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

CITY CLERK'S REPORT

None

CITY MANAGER'S REPORT

10)a) Annual Generator Preventative Maintenance Agreement – Ring Power* with City Manager Williams stating to maintain utility operations during and after events that may impact the power grid the City of Inverness, the City relies on permanent standby generators and portable units to provide emergency power to critical infrastructure. Generator units require annual preventive maintenance and service to ensure proper function when they are needed. City staff obtained a quote from Ring Power based upon Sourcewell Cooperative Purchasing Agreement Contract # 092222-CAT to leverage government pricing for common services to replace the previous expired piggyback agreement. This will be specific to the make and model of each generator and provide for a 10% discount per Sourcewell Contract # 092222-CAT. This provides a 3- year service agreement subject to an annual Consumer Price Index CPI increase. The first-year total cost for PM of selected generator units equals \$24,407.24. Public Works Director Dilmore provided detailed proposal information. **Councilwoman Lizanich motioned to approve acceptance of the submitted Ring Power Sourcewell Contract #092222-CAT quotes totaling \$24,407.24 and authorize City Manager to execute the documents. Seconded by Councilman Davis. The motion carried.**

9)c) Project/Program Updates *(Verbal)*

- TDC Interlocal Agreement was not on the most recent BOCC agenda as previously stated, will be on the next agenda.
- Liberty Park Playground with Councilman Davis having researched a company to provide shade structure of playground equipment for approx. \$55,000 and will bring details forward after completing due diligence. Noted the original quote from other company was over \$200,000.

- West Inverness Trail will go in front of the Governor for the third time. Meeting planned with lobbyists. Noting this project keeps with the mission of the State with so many features. Public letters of support are welcomed. Spoke of potential trail connection between Inverness Acres areas and Forest Drive to downtown. Referenced tourism and connectivity.
- Other included hoped everyone enjoyed a Happy Easter, lots going on, and upcoming events.

COUNCIL/MAYOR SUBJECTS

Councilman McBride looks forward to the conclusion of the shade structure issue. Spoke of the new playground equipment and natural shade at Whispering Pines Park. Clarified he is not against the parks but needs to move on.

Councilwoman Lizanich agreed with Councilman McBride. Thanked Councilman Davis for his hard work and research to find a company to work with regarding the shade structure at Liberty Park playground. Great budget presentation. Thanked volunteers. Nice to feel the Inverness Village 4 residents are being heard by City staff.

Councilman Davis thanked the citizens who attend the Council meetings and what a pleasure to serve this City along with great Councilmembers and staff.

President Hepfer agreed with all that was previously mentioned.

CITIZENS NOT ON AGENDA

None

Meeting adjourned at 7:32 p.m.

City Clerk

Council President

Agenda Memorandum - *City of Inverness*

April 16, 2024

TO: Elected Officials
FROM: Susan Jackson, City Clerk
SUBJECT: Declaration of Surplus*
CC: Cory Dilmore, Public Works Director, Alexis Koter
Enclosures:

It has been determined that the equipment listed below is no longer useful for the operation of the City of Inverness. City Council is asked to declare the listed items as surplus and authorize that we proceed with disposal.

Year Make/Model
2004 Chevy 2500 Heavy Duty Pickup Truck
2004 Chevy Silverado 1500
2012 Bobcat Skid Steer
2018 Toro Grand Stand 60" Mower
2014 Toro 60" Zero Turn Mower
2018 Toro Grand Stand 60" Mower
2017 Toro 40" Grand Stand Mower
2012 Bobcat Backhoe Attachment

The items will be directed through the disposal process, to be written off the books.

Recommended Action –

City Council is asked to motion, second and vote to declare the listed items as surplus property and authorize to proceed with disposal.

Thank you for your support of this matter.

Agenda Memorandum - *City of Inverness*

April 16, 2024

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: 908 Constitution - Lien Reduction Request*
CC: Susan Jackson, City Clerk
Enclosures: 1. Case File
2. Photographs
3. Request
4. Quit Claim Deed

The residential property previously owned by the United States Department of Agriculture located at 908 Constitution Boulevard has been subject to code enforcement action since July of 2021 for accumulation of trash and multiple unregistered vehicles. A Notice of Violation was sent in July of 2021 and presented to the Special Magistrate in September of 2021. A fine of \$50.00 per day was imposed by the Magistrate until the case was closed February 29, 2024. The accumulated fines are as follows:

2021	103 Days	\$ 5,150
2022	365 Days	\$18,250
2023	365 Days	\$18,250
2024	60 Days	<u>\$ 3,000</u>
Total		\$44,750

The property was last inspected in January of 2024 and remains out of compliance. Cutting Edge Contracting and Field Services performed a lien search in February of 2024 in preparation to purchase the property. They contacted the City to request a reduction in the total amount of fines as the lien stays with the property. Cutting Edge purchased the property on March 22, 2024.

Staff is bringing forward a settlement offer to the City Council in the amount of \$2,500 which covers City expenses for field inspection and administrative time. In consideration Cutting Edge will correct the code violations and bring the property into compliance. The City will accept payment and execute a Release of Lien to Cutting Edge upon correction of the violations.

Recommended action

1. Allow staff to present
2. Motion and second to approve the settlement offer of \$2,500 and authorize the City Manager to execute the Release of Lien upon the property being brought into compliance
3. Deliberate the matter
4. Vote the matter



Case #: 5

Case Date: 07/19/21

Case Origination:

Special Magistrate Date:

Violator Name: united State of the america

Description: mutiple unregister vehicle throughout the yard

Complainant Name: inverness

Complainant Phone:

Complainant Address:

Complainant City, State, Zip:

Complainant Email:

Method of Delivery:

Certified Mail Number:

Comply By Date:

Status: LIEN

Assigned To: Christopher Shoemaker

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
1675481	908 CONSTITUTION BLVD	INVERNESS ACRES UNIT 1 PB 3 PG 24 LOT 15 BLK 11	UNITED STATES OF AMERICA		RESIDENTIAL NON- WATERFRONT

Activities

Date	Activity Type	Description	Employee	Status
07/19/2021	Inspection	violation still active no changes. multiple vehicle still present throughout the property	Jose Berrios	Completed
07/19/2021	Re-Inspection	follow up reinspection	Jose Berrios	Assigned
07/27/2022	Inspection	Re-inspection was performed on 07/20/2022 and noted to still be in violation. 5 photos were taken of derelict vehicles on property and yard conditions. see attached photos.	CHAD WARD	Completed
01/01/2024	Inspection	mutiple inoperable and untagged vehicles. Debris and trash accross site.		Assigned

Violations

Date	Violation	Description	Notes	Status
07/19/2021	302.8 Motor Vehicles	Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly,	unregister vehicle throughout the yard	Active

disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

A citation have been issue for this violations \$50.00 per day for ten days.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

10/24/2022	308.1 Accumulation of Rubbish or Garbage	Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.	Active
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Fees

Fee	Description	Notes	Amount
Daily Fine Day 1	Enter actual amount		\$50.00
Daily Fine Additional Days	Enter number of days past due.	2021	\$5,150.00
Daily Fine Additional Days	Enter number of days past due.	2022	\$18,250.00
Daily Fine Additional Days	Enter number of days past due.	2023	\$18,250.00
Daily Fine Additional Days	Enter number of days past due.	to 2/29/2024	\$3,000.00
Total			\$44,700.00

Attached Letters

Date	Letter	Description
10/24/2022	Notice of Violation	
07/19/2021	Notice of Violation W/Pic	

Notes

Date	Note	Created By:
2024-03-21	lien search performed on property 3-21-2024	Debra Schramm

Uploaded Files

Date	File Name
12/14/2022	13717182-86FAB662-D2DD-4490-9ACD-FE330A5A9A5A.jpeg
12/14/2022	13717183-5C3E091B-8B03-46CC-870D-74A68AEE9A13.jpeg
12/14/2022	13717186-8A4FA25D-BEB3-4551-BCA8-B8282AC8AE4E.jpeg
12/14/2022	13717187-0A9D3336-2249-42A8-87CB-2CC315509CE7.jpeg
12/14/2022	13717188-2D1824D6-D28F-401C-9B51-2C1A19F24F38.jpeg
12/14/2022	13717189-818E5C00-DCED-4560-887C-645AB944DAAC.jpeg
12/14/2022	13717180-7F086781-D5C2-4A2D-889A-614312085365.jpeg
12/14/2022	13717181-4D4B414C-D6A7-4541-A807-FCA962D33DB9.jpeg
11/17/2022	13422142-908 constitution mailed.pdf
07/19/2021	9265521-20210713_110126.jpg
07/19/2021	9265511-20210713_110126 908 Constitution Blvd.jpg



Photos from 908 Constitution Ave

Code Enforcement Active Case since 7.21 for Accumulation of Trash and Unregistered Vehicles



908 Constitution Avenue

CUTTING EDGE Contracting & Field Services

(678) 266 - 8964
Jcuttingedge@gmail.com

March 14, 2024

Dear Mr. Shoemaker,

I am asking for an official reduction in code violation fees. All of these violations were prior to me purchasing the property. I am under contract and due to close on or before March 22. In order to close, I need to sign a hold harmless document stating that I am responsible for the Code Violation lien to the city of Inverness, FL. I have made contact with the residents in the property. They have agreed to remove all debris and vehicles, and start cleanout in preparation of their departure on or before April 15th. I look forward to resolving the issue that you have had at 908 Constitution Blvd. Thank you again for working with me.

Sincerely,

J. McClamb



Prepared By and Return To:
Walnut Street Closings
300 Welsh Road, Building 1, Suite 100
Horsham, PA 19044

Order No.: 2023-0221-FL

Property Appraiser's Parcel I.D. (folio) Number:
19E19S120110 00110 0150

QUITCLAIM DEED

THIS QUITCLAIM DEED made this March 22 2024 by United States of America Acting Through The United States Department of Agriculture Rural Development whose post office address is 4300 Goodfellow Blvd, Bldg 105 FL 215, Saint Louis, MO 63120 (the "Grantor"), and Cutting Edge Contracting and Field Service LLC, a GA LLC whose post office address is 7488 Toccoa Cir, Union City, GA 30291 (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Twenty-Two Thousand Five Hundred And No/100 Dollars (\$22,500.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in County of Citrus, State of Florida, viz:

Lot 15, Block 11, Inverness Acres, Unit No. 1, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 24 and 25, of the Public Records of Citrus County, Florida.

FOR INFORMATION PURPOSES: 908 CONSTITUTION BLVD, INVERNESS, FL 34453

Subject to encumbrances, easements and restrictions of record and taxes for 2023.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in presence of:

[Signature]
Witness Signature
Victoria Murphey
Printed Name of First Witness

22702 Cranberry Trail
ADDRESS OF FIRST WITNESS

[Signature]
Witness Signature

Brayden Yamada
Printed Name of Second Witness

16119 Spur Canyon Ct
ADDRESS OF SECOND WITNESS

STATE OF Texas

COUNTY OF Harris

The foregoing instrument was executed and acknowledged before me by means of ☒ Physical Presence or ☐ Online Notarization this 22 day of MARCH, 2024 by DAVID BRADLEY YAMADA as Asst. Secretary of Dawson's Realty & Mortgages, Inc., a Georgia corporation, dba Dawson's Management, USDA's duly authorized property management contractor pursuant to a delegation of authority found within Rural Development regulations 41 CFR 102-75.1090

[Signature]
Notary Public

Printed Name: Kathleen S Katz

Commission # 125143682

My Commission Expires: 1-19-26

United States Department of Agriculture

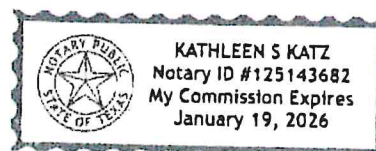
BY: [Signature]

Printed Name: David Bradley Yamada

By: Dawson's Realty & Mortgages, Inc., a Georgia corporation, dba Dawson's Management, USDA's duly authorized property management contractor pursuant to a delegation of authority found within Rural Development regulations 41 CFR 102-75.1090

Grantor Address:

4300 Goodfellow Blvd, Bldg 105 FL 215
Saint Louis, MO 63120



Agenda Memorandum - *City of Inverness*

April 16, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Painted Turtle Project - Agreement with Inverness Arts and Cultural Alliance

CC: Susan Jackson, City Clerk, Frank Calascione, Assistant City Manager, Christopher Shoemaker, Director of Community Development, Cory Dilmore, Public Works Director

Enclosures: 1. Agreement Inverness Painted Cooter Turtles Project 042024
2. Exhibit A General Location Map Cooter Turtle Art Project
3. Presentation and Map for Cooter Turtle Art Project

The Painted Inverness Turtle Project was introduced at the 2023 Festival of the Arts. The Inverness Arts and Cultural Alliance (IACA) engaged a local artist to paint focal points of the City onto a 6-foot cast recycled aluminum turtle and transform it into an attractive piece of art. Following the Festival, the art was placed on display in the entry of the Inverness Government Center. The Painted Turtle also took a short break from display duties to make a mobile appearance in the 2023 Christmas Parade.

The IACA has proposed the fabrication and painting of nine (9) turtles, including 5 large turtles and four (4) small turtles. The IACA will hire professional artists to paint the turtles with a theme to correspond with a "Small Town Done Right" motif. The following five themes have been determined for the project art, Patriotism, Civic Life, Vibrancy/The Arts, Small Business, and Gateway/Welcome. Once complete, the IACA will install and mount the Painted Turtles within the Downtown Entertainment District at the locations identified on Exhibit A- General Location Map.

Before Council this evening is an agreement to proceed with the aforementioned proposal at a cost to the City of \$25,000 with the IACA providing similar level of funding to complete the project. This project would be the City's 2024 public art project to be completed by this year's Festival of the Arts. It is recommended that Council proceed with approving the agreement as presented.

Recommended Action

1. Allow staff to present.
2. Motion and second to approve the Agreement the Inverness Arts and Cultural Alliance and authorize the City Manager to execute the agreement.
3. Deliberate the matter.
4. Vote the matter.

**AGREEMENT
CITY OF INVERNESS, FLORIDA
AND
THE INVERNESS ARTS AND CULTURE ALLIANCE, INC.
FOR
THE PAINTED COOTER TURTLE PROJECT**

This Agreement made this ____ day of _____, 2024 by and between the **CITY OF INVERNESS, FLORIDA** 212 West Main Street Inverness, FL 34450 hereinafter called "Owner", and the **INVERNESS ARTS AND CULTURE ALLIANCE, INC.**, 101 Hertensen Way, Inverness, FL 34450 doing business as a corporation hereinafter called "Contractor", for the Painted Inverness Cooter Turtle Project.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for construction, painting by professional artist, and installation of five (5) large turtles and four (4) small turtles, for a total of nine (9) cast aluminum Painted Inverness Cooter Turtles; preparation of the aluminum surface for painting; each turtle to be painted by a professional artist and installation of the Turtles within the Downtown Entertainment District at the locations identified on Exhibit A- General Location Map. Mountings shall be mutually agreed upon by the Owner's Public Works Director and the Contractor before installation of the turtles.
2. The Contractor will purchase and maintain such comprehensive general liability and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the approval and signing of this Agreement.
3. The Contractor will commence the work required within twenty (20) calendar days after the date of approval and signing of this Agreement. The date of Final Completion will be September 30, 2024. A timeline for the project will be based on the following: April-May 2024 Approval by City Council and Art Alliance for purchase of five (5) large painted turtles and gifting of four (4) small painted turtles; June – July 2024 Painted Turtles in production; August–September 2024 installation of nine (9) painted turtles within the Downtown Entertainment District at locations mutually agreed upon and designated by the Owner and the Contractor. The Turtles are to be installed and on display for the Annual Inverness Art Festival in November 2024.
4. The Owner will pay the Contractor in the following manner: Fifty percent of the total contract fee of \$25,000 which is \$12,500, to be paid to the Contractor following submission of a formal invoice within 20 days of the approval and signing of this Agreement. Thereafter the balance of the total fee, a sum of \$12,500, will be paid to the contractor following final installation of the nine (9) painted Inverness Cooter Turtles in the Downtown Entertainment District at the locations identified on Exhibit A- General Location Map and upon inspection with written acceptance by the Owner's Public Works Director.
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assignees.

6. The Contractor Agrees that all materials, techniques, methods display mounting, and safety are exclusively the responsibility of the Contractor and not the Owner. The Contractor shall provide, erect, and maintain all the necessary barricades, signs, and take all necessary precautions for the protection of the work and safety of the public during the installation of the mounting brackets, hardware, and turtles.
7. The Owner agrees that this purchase is sole source to the Contractor. The cast aluminum sculptures made from recycled aluminum are considered a one-of-a-kind product. The preparation of the painted surface is being performed by the contractor. The contractor is hiring professional artists to compose and paint each of the turtles in a theme to correspond with a "Small Town Done Right" motif. The following five themes have been determined for the project art, Patriotism, Civic Life, Vibrancy/The Arts, Small Business, and Gateway/Welcome. The Contractor is responsible for installation and mounting of the turtles to protect public health and safety, and the turtle artwork.
8. The Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Owner, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner.
9. The rights of the parties hereto shall be construed and be subject to the jurisdiction of the courts in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Citrus County, Florida. The court of jurisdiction shall be the Circuit Court of the 5th Judicial Circuit in and for Citrus County, Florida.
10. Contractor, including its employees or agents, shall serve as an independent contractor and shall not be considered an agent or employee of the Owner.
11. Cancellation of Agreement. Either party may cancel this Agreement with thirty (30) days written notice.

IN WITNESS WHEREOF, the parties thereto have executed, or cause to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER: City of Inverness

BY: _____

NAME: Eric C. Williams, City Manager

ADDRESS: 212 W. Main Street,
Inverness, FL 34450

DATE: _____

ATTEST:

NAME: Susan Jackson, City Clerk

CONTRACTOR: Inverness Arts and Culture Alliance, Inc.

BY: _____

NAME: Paul Hertensen, Registered Agent

ADDRESS: 101 Hertensen Way, Inverness,
FL 34450

DATE: _____

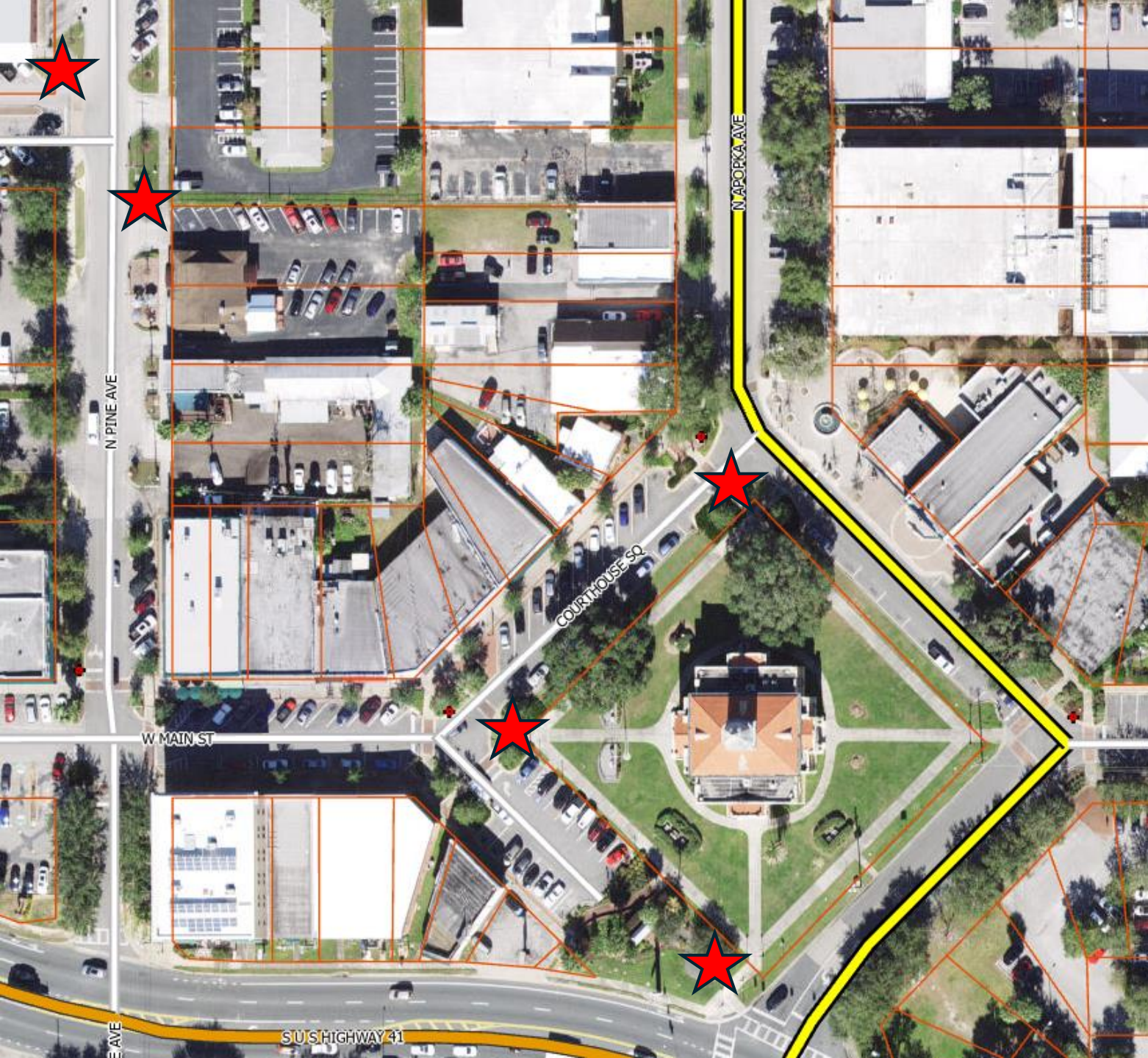


Exhibit A General Location Map
Cooter Turtle Art Project

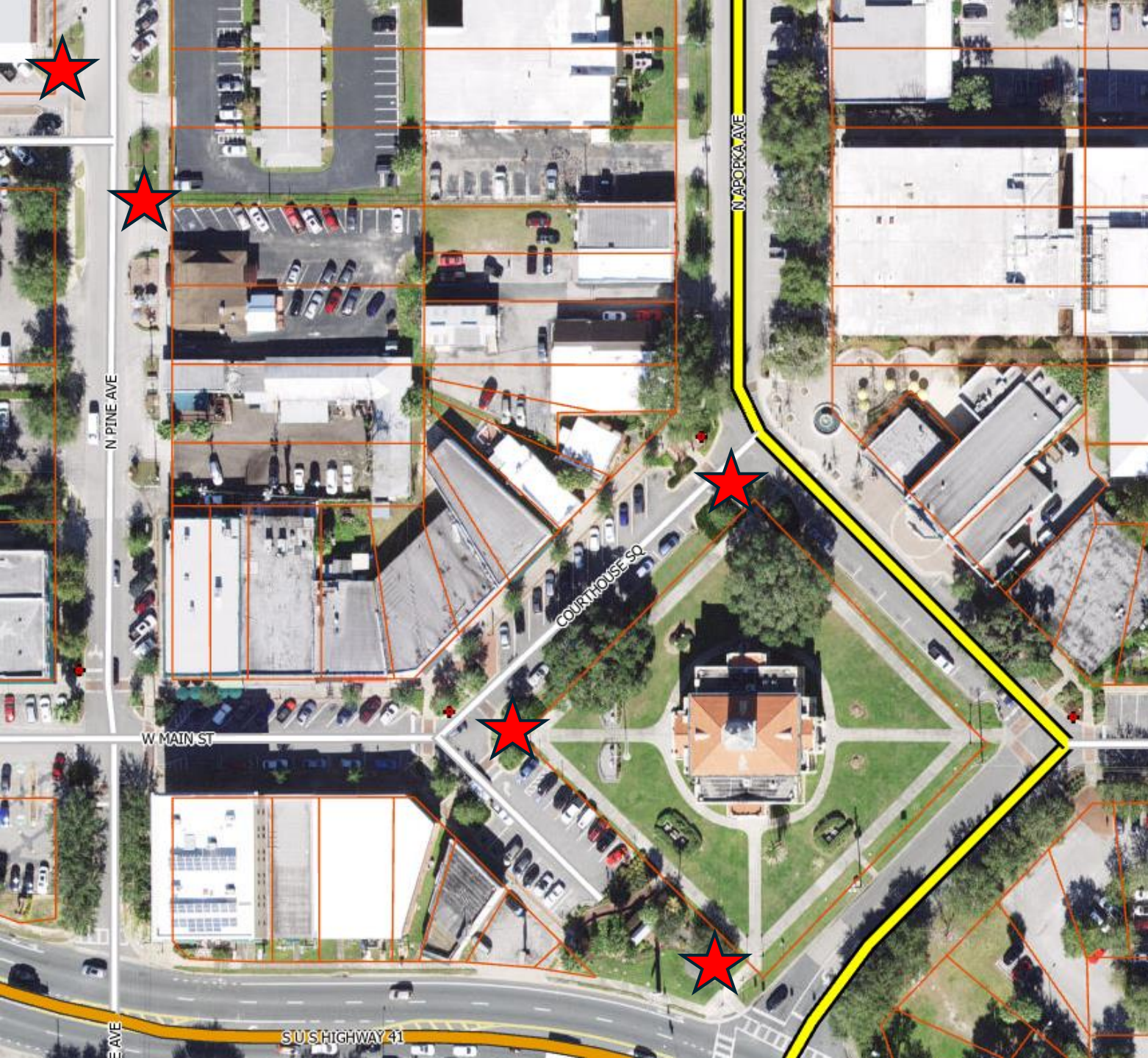


Exhibit A General Location Map
Cooter Turtle Art Project

Pine Street, West Side
Cooter Turtle Art Project



Pine Street, East Side
Cooter Turtle Art Project



Courthouse Square and Main Street
Cooter Turtle Art Project



US 41/SR 44 Gateway
Cooter Turtle Art Project



Courthouse Square and North Apopka Avenue Cooter Turtle Art Project



Agenda Memorandum - *City of Inverness*

April 16, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Fire Citation Fee Schedule - Resolution 2024-04

CC: Susan Jackson, City Clerk, Frank Calascione, Assistant City Manager, Bobby Bessler, Fire Chief

Enclosures: 1. Resolution 2024-04 Fire Citation Fees and Fines
2. Firesafety Citation
3. Ordinance 2016-714 FirePrevention

In 2016, Council adopted Ordinance 2016-714 amending Chapter 9 of the Code of Ordinances related to Fire Inspections and Citations, but the citation fee schedule was not completely implemented at that time. In order to further maximize the City's ISO Credits for Fire Code Enforcement and lower insurance costs for residents and businesses, it is recommended that the City fully implement a Fire Citation Fee Schedule and Citation program. The enclosed Resolution 2024-04 sets forth a Fire Citation Fee Schedule in support of ISO Credits for Fire Code Enforcement with the goal of providing increased public safety and lower insurance costs for residents and businesses in the City.

Recommended action

1. Allow staff to present
2. Motion, second, and vote to read resolution Resolution 2024-04 by title only
3. Deliberate the matter
4. Motion, second, and vote to adopt resolution Resolution 2024-04 by roll call

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

Eric C. Williams

RESOLUTION NO. 2024-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INVERNESS, ESTABLISHING THE FEES AND FINES FOR VIOLATIONS OF CHAPTER 9 OF THE CODE OF ORDINANCES ENTITLED “FIRE PREVENTION AND PROTECTION”; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 19, 2016, the CITY COUNCIL OF CITY OF INVERNESS (“City Council”) adopted Ordinance 2016-714, amending Chapter 9 of the Code of Ordinances, establishing the powers and procedures for fire inspections and citations for non-compliance with applicable codes.

WHEREAS, pursuant to City of Inverness Code of Ordinances Section 9-9(3), fees and fines will be adopted by resolution of the city council.

NOW, THEREFORE BE IT RESOLVED, by the City Council in regular session this ____ day of _____, 2024 as follows:

1. The fees and fines for violations of Chapter 9 of the Code of Ordinances are as follows:

	Uncontested Violations	Contested Violations
First Violation:	Warning – No Fine	\$250.00
Second Violation:	\$250.00	\$350.00
Third and Subsequent Violation:	\$350.00	\$500.00

THIS RESOLUTION is dated and adopted by the City of Inverness on the ____ day of _____, 2024.

CITY OF INVERNESS, FLORIDA

By: _____
Jacquie Hepfer, City Council President

Attest:

SUSAN JACKSON, City Clerk

CITY OF INVERNESS, FLORIDA UNIFORM FIRESAFETY CITATION/NOTICE TO ABATE					
Date/Time issued			Case No.		
/	/	:	AM PM		
THE UNDERSIGNED FIRESAFETY OFFICER SWEARS THAT HE/SHE HAS REASONABLE CAUSE TO BELIEVE THAT THE BELOW NAMED DEFENDANT AT THE TIME AND PLACE LISTED DID UNLAWFULLY COMMIT THE FOLLOWING OFFENSE(S)					
Day of Week		Month	Day	Year	Time
Offender Name First Middle Last					
Address					
City		State	Zip Code	Phone Number	
Location of Offense			Tax Parcel Number or Alternate Key		
Description of Violation:					
Code No.	Code Violation		Violation		
			1 st	2 nd	3 rd or +
			☐	☐	☐
			☐	☐	☐
			☐	☐	☐
			☐	☐	☐
☐ NOTICE TO ABATE ☐ Immediately or ☐ within _____ days					
VIOLATIONS SHALL INCLUDE FINES AS FOLLOWS:					
		Uncontested Violation		Contested Violation	
First Violation:		Warning - No Fine		\$250.00	
Second Violation:		\$250.00		\$350.00	
Third and Subsequent Violation:		\$350.00		\$500.00	
ANY PERSON WHO FAILS TO PAY THE CIVIL PENALTY STATED ON THE CITATION WITHIN THE PRESCRIBED THIRTY-DAY PERIOD, AND WHO FAILS TO APPEAL THE CITATION WITHIN THE PRESCRIBED THIRTY-DAY PERIOD, SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO CONTEST THE CITATION. IN SUCH CASE, THE PENALTY SHALL AUTOMATICALLY INCREASE TO THE CIVIL PENALTY ESTABLISHED BY THE FEE SCHEDULE ADOPTED BY CITY COUNCIL FOR SUCH VIOLATION.					
Signature of Defendant X					
Any person who willfully refuses to sign and accept a citation issued by a firesafety officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or § 775.083.					
Name of Firesafety Officer				Rank	
Firesafety Officer Signature X				Date	

Uncontested violations.

Any person not wishing to appeal the citation may pay the amount set forth in the citation as the uncontested penalty, by the date set forth in the citation.

Payments may be made at:

City of Inverness Finance Department, City Hall, 212 W. Main Street, Inverness, Florida 34450.

Make checks payable to “City of Inverness”. Do not mail cash.

Citation appeal.

- a. Within thirty (30) days after issuance of a citation, the person to whom the citation was issued may appeal the citation by filing a notice of appeal with the administrative official on such form as may be approved by the administrative official, and by paying a filing fee established by city council. The appeal will be considered by the code enforcement board under its procedures for conduct of a hearing (Section 3.4(L)). If the appeal is successful and the violation is dismissed, the filing fee shall be returned to the person who filed the appeal. If the appeal is not successful, the filing fee shall be retained by the city to cover the costs of the process.
- b. Within ten (10) days after resolving the case, the code enforcement board shall issue a written decision either dismissing the citation or affirming the citation, assessing a fine, and/or assessing attorney's fees.
- c. Within ten (10) days after resolving the case, the code enforcement board shall issue a written decision either dismissing the citation or affirming the citation, assessing a fine, and/or assessing attorney's fees.

Unpaid civil penalties. The city shall pursue noncompliance of an order of the code enforcement board under the penalty procedures for fines and liens established [in] Section 3.4 O of the Land Development Code.

ORDINANCE NO. 2016-714

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "FIRE PREVENTION AND PROTECTION", BY AMENDING ADDING SECTIONS, 9-1 THROUGH 9-9, ESTABLISHING POWERS AND PROCEDURES FOR FIRE INSPECTIONS AND CITATIONS FOR NON-COMPLIANCE WITH APPLICABLE CODES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR MODIFICATION AND, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the City Council of the City of Inverness, Florida, this 19th day of April, 2016, as follows:

Section 1. AMENDMENTS TO CHAPTER 9 ARTICLE I FIRE PREVENTION

Sections 9-1 through 9-9 are hereby adopted as more particularly set forth in Attachment A which is attached hereby and made a part hereof.

Section 2. SEVERABILITY

If any article or portion of this ordinance is found to be invalid, unlawful or unconstitutional, all other articles of this ordinance shall remain valid and enforceable.

Section 3. INCLUSION IN THE CODE OF ORDINANCES

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

Section 4. MODIFICATION

It is the intent of the Inverness City Council that the provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the Ordinance adopted by the Council and filed by the Clerk.

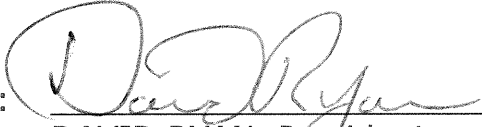
Section 5. EFFECTIVE DATE

The effective date of this ordinance shall be as provided by law.

Upon motion duly made and carried on first reading, the foregoing ordinance was approved on the 5th day of April, 2016.

Upon motion duly made and carried on second reading, the foregoing ordinance was adopted on the 19th day of April, 2016.

CITY OF INVERNESS, FLORIDA

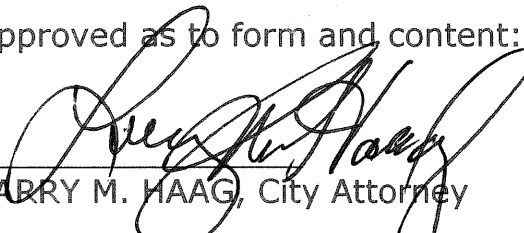
By: 
DAVID RYAN, President


ROBERT PLAISTED, Mayor

ATTEST:


DEBORAH DAVIS, City Clerk

Approved as to form and content:


LARRY M. HAAG, City Attorney

ATTACHMENT A TO ORDINANCE NO. 2016-714

Chapter 9 - FIRE PREVENTION AND PROTECTION

ARTICLE I. - IN GENERAL

Sec. 9-1. - Code adopted.

For the purpose of providing for the protection of its citizens from the dangers of fire arising in connection with hazardous processes and materials, the city hereby adopts the Florida Fire Prevention Code as amended from time to time and as adopted by the Florida State Fire Marshal pursuant to F.S. Ch. 633.202

Except as otherwise provided in this chapter, and where not in conflict with the laws of the state pertaining thereto, all of the rules and regulations contained in the fire prevention code adopted by this section are hereby incorporated as a part of this Code as fully as though each part, section, clause and phrase were set out herein at length.

(Code 1965, § 9-1; Ord. No. 193, § I, 5-22-70; Ord. No. 221, § II, 8-3-76; Ord. No. 238, § 1, 3-20-79; Ord. No. 244, § 1, 7-1-80; Ord. No. 349, § 6, 9-2-86; Ord. No. 406, § 2, (7-4(2)), 5-16-89; Ord. No. 508, § 1, 3-15-94; Ord. No. 2009-664, § 1, 8-4-09)

Cross references—Building code, § 7-1; plumbing code, § 7-2; electrical code, § 7-3; miscellaneous technical codes, § 7-4.

Sec. 9-2. - Reserved.

Editor's note— Ord. No. 2009-664, § 2, adopted August 4, 2009, repealed § 9-2, which pertained to spectators; proximity to fires limited and derived from § 9-3 of the 1965 Code.

Sec. 9-3. - Violations; penalty.

Any person violating any of the provisions of the code adopted by section 9-1 of this chapter, or who shall fail to comply with the provisions thereof, or who shall violate any detailed statement or plans submitted and approved thereunder, shall be guilty of a separate offense for each day or portion thereof during which any violation is committed or continued, and upon conviction such person shall be punished as provided by section 1-8 of this Code of Ordinances.

(Ord. No. 193, § III, 5-22-70; Ord. No. 221, § V, 8-3-76)

Sec. 9-4. - Adoption of Burn Rules and Regulations.

(a) The city council does hereby adopt, by reference, the provisions of Chapter 62-256.700, Florida Administrative Code, as amended from time to time, as said regulations are promulgated by the Florida Department of Environmental Protection.

(b) That code enforcement building department, and law enforcement officials of the City of Inverness shall be empowered to enforce the Burn Rules and Regulations to the extent provided for by state law.
(Ord. No. 528, § 1, 6-20-95; Ord. No. 2009-664, § 3, 8-4-09)

Sec. 9-5. - Firesafety inspector.

The city's administrative official shall appoint a firesafety inspector, who shall be charged with the powers granted under and the responsibilities established by F.S. § 633.214 et seq., as an agent of the state fire marshal.

Sec. 9-6. - Firesafety inspection and fire hazard inspection.

The fire chief as firesafety inspector or his duly appointed officer is empowered to enter any and all buildings and premises at any reasonable hour for the purpose of making inspections and to serve written

notice upon the owner or occupant to abate, within a specified time, any and all fire hazards that may be found as set forth in Florida Statute Section 633.216.

Sec. 9-7. – Firesafety inspection fees.

The firesafety inspector shall be entitled to payment of fees for fire inspection services rendered. Such fees shall be established by resolution adopted by the city council. All fines and fees collected as a result of this article shall be applied to firesafety and public education programs.

Sec. 9-8 Compliance with notice of abatement required.

Any person served with a notice to abate any fire hazard shall comply therewith and promptly notify the fire chief within the time specified in the notice and report the correction to the fire chief or his duly appointed officer. Initial fines and fees related to abatement of fire hazards shall be established by resolution of the city council.

Sec. 9-9. – Enforcement.

It is the purpose of this Section to establish a code enforcement system which will promote the health, safety and welfare of the City's residents. Further, it is intended that such system will support the goals, policies and objectives of the City's comprehensive plan and enforce the land development regulations created to implement the plan.

(a) Violations and applicability.

(1) Any person owning and/or occupying any building or structure that is erected, constructed, reconstructed, altered or moved or maintained or any building, structure, land or water used in violation of this Code shall be subject to the penalties as provided for in this Code. The City may institute any appropriate action or proceedings in a City code enforcement action or civil action in the circuit court to prevent such unlawful erection, construction, reconstruction, alteration, conversion, movement, maintenance, or use; or, to restrain, correct or abate such violation; or to prevent the occupancy of said building, structure, land or water, or to prevent any illegal act, conduct of business or use in or about such premises.

(b) A firesafety officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of this code. The designation of an employee as a firesafety officer shall not provide the firesafety officer with the power of arrest.

(2) Prior to issuing a citation, a firesafety officer shall provide due notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be at least 45 days. If upon personal investigation, the firesafety officer finds that the person has not corrected the violation within the specified time period, the firesafety officer may issue a citation to the person who has committed the violation.

A firesafety officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a cease and desist order citation and may immediately issue a citation if the firesafety officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(3) A firesafety officer shall issue a citation in such form as may be approved by the Administrative Official and it shall contain:

- a. The date and time of issuance.
- b. The name and address of the person to whom the citation is issued.
- c. The date and time the civil infraction was committed.

- d. The facts constituting probable cause.
 - e. If the violation was committed on private property owned by the violator, the tax parcel number or the property appraiser's alternate key number for the private property on which the violation occurred.
 - f. The number and Section of the code or ordinance violated.
 - g. The name and title of the Firesafety Inspector.
 - h. The procedure for the person to follow in order to pay the applicable civil penalty or to contest the citation.
 - i. The applicable civil penalty if the person elects to pay the penalty within the 30-day period allowed.
 - j. The applicable civil penalty if the person elects to appeal the citation.
 - k. A conspicuous statement that if the person fails to pay the civil penalty and fails to appeal the citation within 30 days after issuance, he shall be deemed to have waived the right to contest the citation, and that, in such case, the penalty shall automatically increase to the civil penalty established by the fee schedule adopted by City Council for such violation.
- (4) Any person who willfully refuses to sign and accept a citation issued by a firesafety officer shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082 or 775.083 Florida Statutes.
- (5) Any person who fails to pay the civil penalty stated on the citation within the prescribed 30-day period, and who fails to appeal the citation within the prescribed 30-day period, shall be deemed to have waived the right to contest the citation. In such case, the penalty shall automatically increase to the civil penalty established by the fee schedule adopted by City Council for such violation.
- (6) The civil penalty assessed by the Code Enforcement Board after hearing an appeal, along with any enforcement costs assessed against the violator, may bear interest at the rate established under code enforcement board procedures.
- (c) Infraction penalties. Fees and fines will be adopted by resolution of the City Council. If a fine or fee is appealed within the 30 day appeals period, penalties and process will follow according the provisions of the code enforcement board.
- (d) Uncontested violations. Any person not wishing to appeal the citation may pay the amount set forth in the citation as the uncontested penalty, by the date set forth in the citation.
- (e) Citation appeal.
- (1) Within 30 days after issuance of a citation, the person to whom the citation was issued may appeal the citation by filing a notice of appeal with the Administrative Official on such form as may be approved by the Administrative Official, and by paying a filing fee established by City Council. The appeal will be considered by the code enforcement board under its procedures for conduct of a hearing (Sec 3.4 L). If the appeal is successful and the violation is dismissed, the filing fee shall be returned to the person who filed the appeal. If the appeal is not successful, the filing fee shall be retained by the City to cover the costs of the process.
 - (3) Within 10 days after the resolving the case, the Code enforcement board shall issue a written decision either dismissing the citation or affirming the citation, assessing a fine, and/or assessing attorney's fees.

(f) Unpaid civil penalties. The city shall pursue noncompliance of an order of the code enforcement board under the Penalty procedures for fines and liens established Section 3.4 O of the land development code.

Agenda Memorandum - *City of Inverness*

April 16, 2024

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Whispering Pines Park New Entrance Agreement
CC: Susan Jackson, City Clerk, Frank Calascione, Assistant City Manager, Woody Worley, Parks & Recreation Director
Enclosures: 1. FDOT Agreement for WPP

As the Council is aware, FDOT is in the process of widening US 41 North. The City and State have been working together on the project to include a stub for a new entrance to Whispering Pines Park (WPP). The state legislature awarded a \$1,000,000 appropriation for the completion of the entrance and connection to an interior park road. The City's contribution includes the provision of professional services for the entire project. The professional services contract was approved by the Council on September 5, 2023.

The design for the project is nearing completion. The next phase of the project is to formalize the agreement with the state for the aforementioned \$1,000,000 prior to entering into a procurement and subsequent construction phase. Before Council this evening is an agreement between the State and the City for \$1,000,000 to bring forward the new entrance project at WPP. It is recommended that Council proceed to approve the agreement as presented and authorize the City Manager to execute the document.

Recommended Action

1. Motion and second to approve the funding Agreement between the State of Florida Department of Transportation and the City of Inverness as presented for the development of a new entrance on US 41 North for Whispering Pines Park.
2. Deliberate the matter.
3. Vote on the matter.

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

Eric C. Williams

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/23

FPN: <u>453239 1 54 01</u>	Fund: <u>GR24</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>02 - Citrus</u>	Contract No: _____	Vendor No: <u>596000342</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and City of Inverness, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ Local Transportation Projects , Specific Appropriations SB2803, HB0688 , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction and construction engineering inspection (CEI) services of the City of Inverness - Whispering Pines Park Entrance project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 05/10/25. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$1,000,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/23

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/23

plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/23

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- -
 -
 - d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/23

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/23

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT CITY OF INVERNESS

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Eric C. Williams

Title: City Manager

By: _____

Name: Justin Hall

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

Agenda Memorandum - *City of Inverness*

April 16, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Liberty Park Playground Shade Structures*

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

Enclosures: 1. Liberty Park Shade Structure Quote.Willygoat
2. Rep Services LP Shade-PROPOSAL

After numerous attempts to garner pricing for shade options at the Liberty Park Playground, only one company provided durable proposal and quote. In its aforementioned proposal REP Services, the original playground installer manufacturer, presented a cost of \$200,000. In July 2023, the proposal was brought to Council for consideration. At that time it was decided to hold off on further action at that time.

At a subsequent Council meeting consensus approval was given for Councilman Davis to assist in looking at shade options. Through the course of said assistance, an Alabama based company, WillyGoat, was able to provide a cost favorable proposal of \$55,000 for the installation shade structures over the two major playground modules at Liberty Park. In keeping with procurement policy, staff again reached out to various manufacturers with all either declining to quote the project or did not respond.

Given, before council this evening is the consideration for approval of the aforementioned Willy Goat proposal utilizing the funds currently appropriated in the CIP for shade at the playground. In concert with approval of the proposal would be the utilization of additional funds within the CIP to cover the total cost that are above the currently appropriated \$50,000.

Recommended Action

1. Motion and second to approve the proposal with Willy Goat for the installation of shade structures at the Liberty Park Playground and authorize the City Manager to execute any documents necessary to complete the project.
2. Deliberate the matter.
3. Vote on the matter.

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

Eric C. Williams



Entry x 1

\$12,186.99



Hip Roof Shade Structure with 4 Posts and 14 Foot
Entry x 1

\$8,409.99

Discount  GOOD THROUGH 4-30-2024

-\$2,611.98

Subtotal

\$52,000.00

Shipping

\$3,500.00

Total

\$55,500.00 USD

You saved \$2,616.98

To pay via wire or check, please give us a call or email us at fun@willygoat.com

Visit our store

Customer information

Shipping address

Gene Davis
City of Inverness
Liberty Park, 286 N. Apopka Ave.
Inverness FL 34450
United States

Shipping method

Freight Shipping
\$3,500.00

Store information

Store address

WillyGoat LLC
PO Box 59278
Birmingham, AL 35259

Store info

Email: fun@willygoat.com
Phone: 888.920.4628

fun@willygoat.com

here to upload

click

<https://willygoat.com/policies>

fun@willygoat.com

[888.920.4628](tel:888.920.4628)

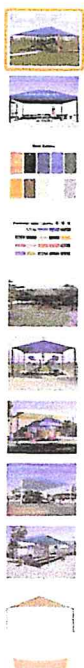
fun@willygoat.com

Home > Hip Shades > Hip Roof Shade Structure with 4 Posts...

< Prev Next >



Click on image to zoom





Hip Roof Shade Structure with 4 Posts and 12 Foot Entry



Made to Order Made in USA

SHADE STRUCTURES

SKU: HIP*26x40-12E

LEAD TIME: 12 TO 14 WEEKS

Looking for a way to keep your kids safe and cool during those hot summer days? Look no further than our Hip Roof Shade Structure! Rectangle hip roof with 4 posts, it's perfect for covering playground equipment and picnic areas. This is the best-selling shade structure in a classic design. It's sturdy and budget-friendly, and you will see that this shade covers your bases.

The rectangle hip roof is constructed and secured with 4 posts and is perfect for the standard park, playground, or picnic area. The highly durable HDPE fabric can block up to 96% of harmful UV rays, depending upon the color you choose.

This product is for the shade only, no other park equipment from the pictures are included. [For hip roof options at other heights click here.](#)

We offer a wide variety of color options for your posts and shade fabrics, so you can generally match your school or local favorite color scheme!

WillyGoat offers installation across the lower 48 United States! Depending upon the area where you are installing this shade, you will choose between in-ground, surface, or recessed plate mounting option. Inground is the most common option, and surface mount and recessed plate options require anchor bolts and plates at an additional cost. Be warned, these steel shade structures will last you a long time, so pouring footers and setting in concrete can be a sizable but important job. Request a quote today and let us help you get started!

Sealed and unsealed drawings of the shade are also available, just select the option below when adding to a cart or quote. Please read more about footing, installation, and drawings in the installation tab below.

For all projects that require permits and/or sealed engineered drawings, the customer must provide their local building codes for the manufacturer's review.

All shade structures, custom or standard sizes, are made to order and cannot be returned at this time. The standard shade fabrics are not compliant with the California DSA requirements. For more information about shade structures, please check out our [Resource Center](#) and [FAQ page](#).

Do you experience snowy or windy weather in your area frequently? Do you need to easily and quickly remove your fabric due to weather in your area? Most shades come with a quick-release option that allows for simple removal of the shade fabric. If it's available for this shade, you'll find it below.

This product is for the shade only, no other park equipment from the pictures are included.

Length: 26 Feet

26 Feet

Width: 40 Feet

40 Feet

Shipping to California? ☒ No
☐ Yes

Shade Color

Post Color

Mounting Option ☒ In Ground Mount (+0)
☐ Recessed Mount Anchor Bolts & Plates (+\$530)

Fabric Option ☐ Quick Release (+\$580)

Plans ☐ Unsealed Engineered Drawings (+\$250)
☐ Sealed Digital Engineered Drawings (+\$875)
☒ Sealed Physical Engineered Drawings (+\$1140)

Price: \$12,945.99

Shipping calculated at checkout

Quantity:

- 1 +

Add to Quote

Add to Cart

Buy with

More payment options

Features

FEATURES

Shadesure high-density polyethylene shade cloth which will provide hail protection approximately 80% shade and 90% UV protection (see color swatch for exact numbers)

90 mph wind load

5 PSF snow load

If Fabric Option above denotes "Quick Release" option, this feature allows quick removal of the fabric shade in case of expected high wind or heavy snowfall.

MATERIALS

Steel powder coated posts

Shadesure high-density polyethylene shade cloth (see color swatch for UV and Shade factors)

Standard shade fabric is not DSA compliant for permitting needs in California

CERTIFICATIONS

 ASTM E84

 CPSC-CH-E-1002-08

 NFPA 701 Test Method 1 & 2

 UL 2218 Class IV

Specifications

Equipment Weight

1744 lb

Installed Dimensions

8' to 14' tall

Length / Width

26 Feet / 40 Feet

Shade Height

19.56 ft at peak

Made In USA

 ASTM Certified

 CPSC Certified

SPECIFICATION DETAILS

Steel powder coated posts

90 mph wind load

Approximately 60% to 80% water run-off

5 PSF snow load

Shadesure high-density polyethylene shade cloth which will provide hail protection approximately 80% shade and 90% UV protection (see color swatch for exact numbers)

[Steel specifications available here](#)

CUSTOMIZE

To customize your shade at no additional cost, choose from the many different steel and fabric color options in the drop down menu.

Check out the Fabric Option section above to see if the quick release mechanism for the shade is available. Click to add this option to your quote or cart.

Not finding the size you need. The shade size can also be customized if you reach out to us.

We can give you a quote for adding your school or company logo to the shade at an additional cost

Please let us know if you need something that is DSA compliant for permitting purposes in the state of California. The materials come at an additional cost.

Covering a larger area? Combined and joined options are available

For extreme sun locations, we have a few higher shade/UV protection fabrics available, just reach out and ask for our Extreme 32 options.

Resources & Manuals

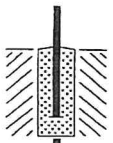
 [Product Flyer](#)

Footer Guide

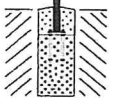
FOOTER OPTIONS, DEPENDING ON THE PRODUCT

When it comes to shade structures, there are a few options for mounting. Which one you choose generally depends upon your installation area and surface/soil.

Common Footer Types We Offer:



Inground Mount is the most common system. With this footer, the pole is buried directly into the ground with rebar and concrete. It is commonly used for shades with an overhead structure (like hips and pyramids) because you can put it together and pour footers at the end.



Recessed Plate Mounting is where the shade structure is mounted with plates onto a rebar and concrete footer that is buried, followed by an additional pour of concrete up to the surface. It is the ideal footer for heavy-duty posts or cantilever shades where bracing the upright post while concrete cures will be difficult. You can pour the buried footer before the shade structure arrives. Anchor bolts and plates are required for this footer type.

Uncommon Footer Types We Can Quote Upon Request:

Surface Mount is mounted and bolted directly to a solid drilled pier. This approach can also be used for very large existing concrete pads, but the anchor bolts and plates that are required for existing slabs would be built to design by a local structural engineer to be provided by the customer. You can contact us if you'd like to start the conversation to attach a shade to an existing slab.

Spread Footers are used when there is an issue with the depth or soil in the installation area. The shade posts is not as long as with other mounts and requires more concrete and labor to install. It isn't very common, but you can contact us for a quote if needed.

Shade Height Calculator

Estimate overall height of the shade at it's peak.

Width

40

Entry Height

14

21.56 FEET AT PEAK

Warranty

[Warranty can be viewed here.](#)

Our shade fabric is Rachel-knitted (with a lockstitch in two directions) for strength, and the panels are sewn together using a GORE® TENARA® expanded PTFE thread, giving the fabric its strength and long-term durability. Our fabrics carry a 10-year limited manufacturer's warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration; this excludes Red and Coolbrella fabrics, which carry a 3-year limited warranty. The life expectancy of our HDPE fabrics is up to 12 years, assuming they are properly maintained.

Shipping

LEAD TIMES

Please check the "Ships In" lead time above for this particular product -- many of our commercial play equipment items are made to order

Once the item has shipped, you will receive a tracking number and important instructions for unloading

Ship dates are a best estimate and not guaranteed

Shipments can take up to 10 days in transit

Products that are ordered from the same manufacturer will ship according to the longest lead time for those products. If a quick ship product is required to ship sooner, please let us know, though you may be required to pay extra for separate shipments.

RECEIVING

Every order with complex shipping requirements receives shipping instructions.

Unless a loading dock is readily available, this equipment ships via curbside delivery.

Commercial play systems generally benefit from having a forklift for unloading, which is typical in the industry.

There are many instances where the crates and pallets can be pulled apart by hand and unloaded as well, but a forklift is generally the quickest way to unload the product and is what trucking companies recommend to avoid possible detention charges (unloading that takes more than 3 hours)

Please see our [FAQ](#) and [Shipping Policy](#) for more information.

WillyGoat Shipping Video



Installation

WE OFFER INSTALLATION!

We are excited to offer installation services across most of the contiguous United States. In order to obtain a quote, please email, call, or simply add the product of your choice to a quote, fill out a little information and be sure to check the box to request installation pricing.

For installation, we require the site be level and free of debris and underlying issues that would make digging difficult. Each customer takes responsibility for their own, site prep, permitting, and mulch/surfacing unless otherwise arranged. Site preparation information for surfacing installation [available here](#).

CAN I INSTALL THIS?

The short answer is yes, but be careful. We have had many customers install shades themselves with the right talent and equipment. It may not go as smoothly as it does for our professional installation crews, but it can be done as a budget-conscious solution for daycares, churches and apartment complexes!

Please take note that installing a shade structure is a construction project. There will be quite a bit of digging and work to level and set your shade structure. Most people don't realize how involved putting together a large commercial grade structure can be.

PERMITTING AND DRAWINGS

We offer unsealed and sealed drawings for our shade structures. Your need for drawings generally depends upon the audience. For permitting purposes, most institutions required drawings that have been signed and "sealed" by an engineer. Unsealed drawings are more relevant for installation may be required for your installer (standard sizes sold on our site are not generally required for our network of installers)

We do not take responsibility for permitting -- you should consult your local authorities or construction professionals as needed.

For all projects that require permits and/or sealed engineered drawings, the customer must provide their local building codes for the manufacturer's review.

Post Colors



RED
115618RED



BLACK
115618BLK



COBALT
115618CBB



BLUE
115688LU



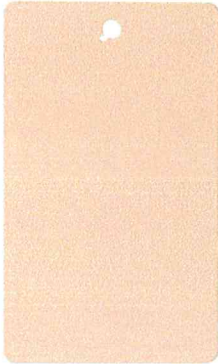
FOREST GREEN
115618FRG



YELLOW
115618YLW



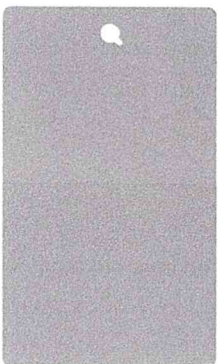
DARK BROWN
115618DBW



LIGHT IVORY
115893



WHITE
115618WHT



TELE-GRAY
115892

STANDARD FABRIC COLORS



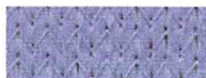
WHITE

Shade 57%
UV 86%



SILVER

Shade 88%
UV 93%



LAGUNA BLUE

Shade 92%
UV 96%



ROYAL BLUE

Shade 86%
UV 94%



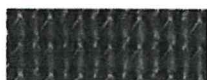
NAVY BLUE

Shade 90%
UV 94%



TURQUOISE

Shade 83%
UV 92%



RAINFOREST GREEN

Shade 89%
UV 96%



DESERT SAND

Shade 80%
UV 92%



BLACK

Shade 95%
UV 96%



SUNFLOWER YELLOW

Shade 70%
UV 94%



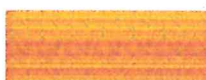
TERRACOTTA

Shade 84%
UV 90%



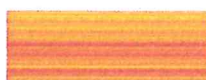
ARIZONA

Shade 86%
UV 91%



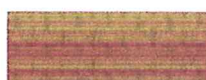
ATOMIC ORANGE

Shade 82%
UV 94%



RED

Shade 91%
UV 92%



MULBERRY

Shade 90%
UV 91%



ELECTRIC PURPLE

Shade 84%
UV 90%



ZESTY LIME

Shade 83%
UV 92%



CINAMMON

Shade 88%
UV 93%



OLIVE

Shade 93%
UV 97%



CHOCOLATE

Shade 92%
UV 93%



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@rep-services.com

CGC1508223 FEIN 59-2978507 Page 1 of 3

Please mail POs, contracts and checks to:

Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: City of Inverness 212 W Main St Inverness, FL 34450-4855	Ship To: TBD at a later date	Bill To: City of Inverness 212 W Main St Inverness, FL 34450-4855
Attn: Woody Worley	Attn:	Attn: Woody Worley

Project No: 18479	Project Name: City of Inverness Liberty Park Renovatio	Project Contact: Woody Worley
Proposal No: 18479.03	Proposal Name: Liberty Park Shade	Project Location: 328 E Dampier St Inverness, FL 34450
Proposal Date: 6/30/2023	Proposal Expires: 7/26/2023	Project County: Citrus
For Questions Contact: Kate Anaya	☎ 407-853-3567	✉ Kate@rep-services.com
Consultant: Kim McPhee	☎ 407-853-3574	✉ kim@rep-services.com
		Opt/Rev: B/0 6/30/23 - KA

Vendor: LSI SkyWays	Proj Drawings: 1176287-01-01	589527
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Class	Part No	Qty	Description	Unit Price	Ext Price
SkyWays Shades					
Custom	CP001097	6 EA	Skyways Template - Steel Template Used For Anchor Bolt Alignment With Baseplate	160.00	960.00
Shade	CP034570	1 EA	Skyways Back-to-back Cantilever Hip - 2 Columns + 2 Hdpe Tops / 36' X 40' W/ 16' Entry / Rapid Release Included / Max 105 Mph -5 Psf	48,515.00	48,515.00
	IP216043D-001	1 EA	Skyways Cantilever Back To Back 40'x36' Shade - 14' Entry Height	42,215.00	42,215.00
	IP237675D-001	2 EA	Skyways Cantilever Single Post Pyramid 16'x16' Shade - 14' Entry Height	11,540.00	23,080.00
Product Subtotal:					\$114,770.00
Discount per the Clay County Contract #18/19-2				2.00%	(\$2,295.40)
Discounted Product Total:					\$112,474.60
Signed & Sealed Engineering:					\$6,810.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 8,402 lbs Freight Charge:					\$5,643.00
LSI SkyWays Total:					\$124,927.60

Vendor: RSI Installer	589551
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Item	Qty	Description	Unit Price	Ext Price
INS-SKY	1 LT	Equipment Installation - LSI SkyWays Back to Back Cantilever HIP @ 36x40x16 Shade	22,785.00	22,785.00
INS-CON FT	2 EA	Install concrete footings @ 5x7x2	2,100.00	4,200.00
INS-SKY	1 LT	Equipment Installation - LSI SkyWays Back to Back Cantilever HIP @ 36x40x14 Shade	19,445.00	19,445.00
INS-CON FT	2 EA	Install concrete footings 5x7x2	2,100.00	4,200.00
INS-SKY	1 LT	Equipment Installation - (2) LSI SkyWays Cantilever Single Post Pyramid Shades @ 16x16x14	10,630.00	10,630.00
INS-CON FT	2 EA	Install concrete footings 5x6x2	2,100.00	4,200.00
SITE WORK	3,167 SF	Removal and disposal of EWF @ 12"	3.50	11,084.50
INS-SURFACING SUBBASE	3,307 SF	Install subbase for surfacing 6" of stone (including supplemental fill dirt). Includes stone over new shade foundations.	5.50	18,188.50
OTHER	1 EA	Concrete Pump; Crane/Lull Rental	4,610.00	4,610.00
RSI Installer Total:				\$99,343.00

Vendor: No Fault LLC	Proj Drawings:	589594
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Class	Part No	Qty	Description	Unit Price	Ext Price
Surfacing	EPDM8C1	1 SF	EPDM Poured in Place Safety Surfacing. Single Color Blend 50% Black/50% Standard Color, 3419 sf total 1518 sf at 2.5" thick for 6' CFH 903 sf at 3.5" thick for 8' CFH 998 sf at 4.5" thick for 9' CFH and Repair Area	75,653.87	75,653.87
Product Subtotal:					\$75,653.87
Discount per the Clay County Contract #18/19-2				2.00%	(\$1,513.08)
Discounted Product Total:					\$74,140.79
No Fault LLC Total:					\$74,140.79

Vendor: RSI Installer				589599
Item	Qty	Description	Unit Price	Ext Price
PERMIT FILING	1 EA	Charge for document preparation for building permit.	1,000.00	1,000.00
PERMIT FEE	1 EA	Permit Fees charged by Building Department for the building permit and by the Clerk of Circuit Court for the Notice of Commencement.	8,959.24	8,959.24
RSI Installer Total:				\$9,959.24

General Terms of Sale and Proposal Summary

Net 30	Product:	\$193,425.39
	Installation:	\$109,302.24
	Freight:	\$5,643.00
	Proposal Total:	\$308,370.63

Notes

The Clay County Contract #18/19-2 provides a 2% discount on LSI SkyWays product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #18/19-2 provides a 2% discount on NoFault Safety Surfacing product. Installation is included in the price of the product.

Basis of Proposal:
Our offer is based upon design drawing 1176287-01-01-2D.pdf

If a performance and payment bond is required, add 3% to the proposal total.
If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

Estimated project completion schedule
(This schedule starts when all needed information to direct engineering has been gathered.)
14 Weeks: Shade Engineering
4 Weeks: Permitting/Submittal Approval
12 Weeks Longest manufacturing lead time. (Typical for scheduling.)
1 Week Shipping
1 Week Installation
32 Weeks TOTAL WEEKS
Note that RSI is committed to do all it can to meet the needs of your project.

SkyWays Shade by LSI:
SkyWays units are designed to meet 2020 Florida Building Code 7th Edition.

Note that the fabric is to be removed by the owner should winds exceed 75MPH. Fabric should be removed in the event of a hurricane.

The high-density polyethylene fabric is flame retardant conforming to NFPA 701 and ASTM E84 per FBC 3105.3.1.
Color selection to be made at time of color submittal approval.

No Fault Sports Group:
This quote is for material, freight, and installation.

- Rough Grade: to be established by others
- Product:
 - Poured in Place
 - Combination of EPDM/TPV rubber granules and a cushion layer of shredded recycled rubber with a polymer that is poured in place on site.
- Installation: Owner or Owner's contractor is responsible for:
 - Color selection to be made at time of color submittal approval.
 - Security of the site during cure time (typically 48 hours).
 - NOTE: Installation scopes do not include fall height testing
 - Dumpster at the site for trash and waste material.

Our scope does not include:

- Davis Bacon Wage Rates
- Certified Payroll
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water

Installation: **Crane and Concrete Truck access is required for our proposal to be valid. All restoration from trucks is by the City.**

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

- Signed & sealed site plan or survey
- Access for machines and labor crew to equipment installation location
- Staging area
- Geotechnical Report
- Tree survey and barriers
- Private underground utilities located and marked

Our scope does not include:

- Davis Bacon Wage Rates
- Performance and Payment Bond
- Certified Payroll Rates
- Enrollment of Owner Controlled Insurance Plan
- Sod & Landscape Restoration
- Dumpster at the site for trash and waste material
- Soils testing
- Site security
- Water
- Dewatering and drainage considerations
- Concrete testing

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

Time Limitations Holding Prices Firm:

Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of a product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

The undersigned warrants that he/she is an authorized representative of the City of Inverness noted and has the requisite authority to bind the City of Inverness and/or principal.

Accepted By:

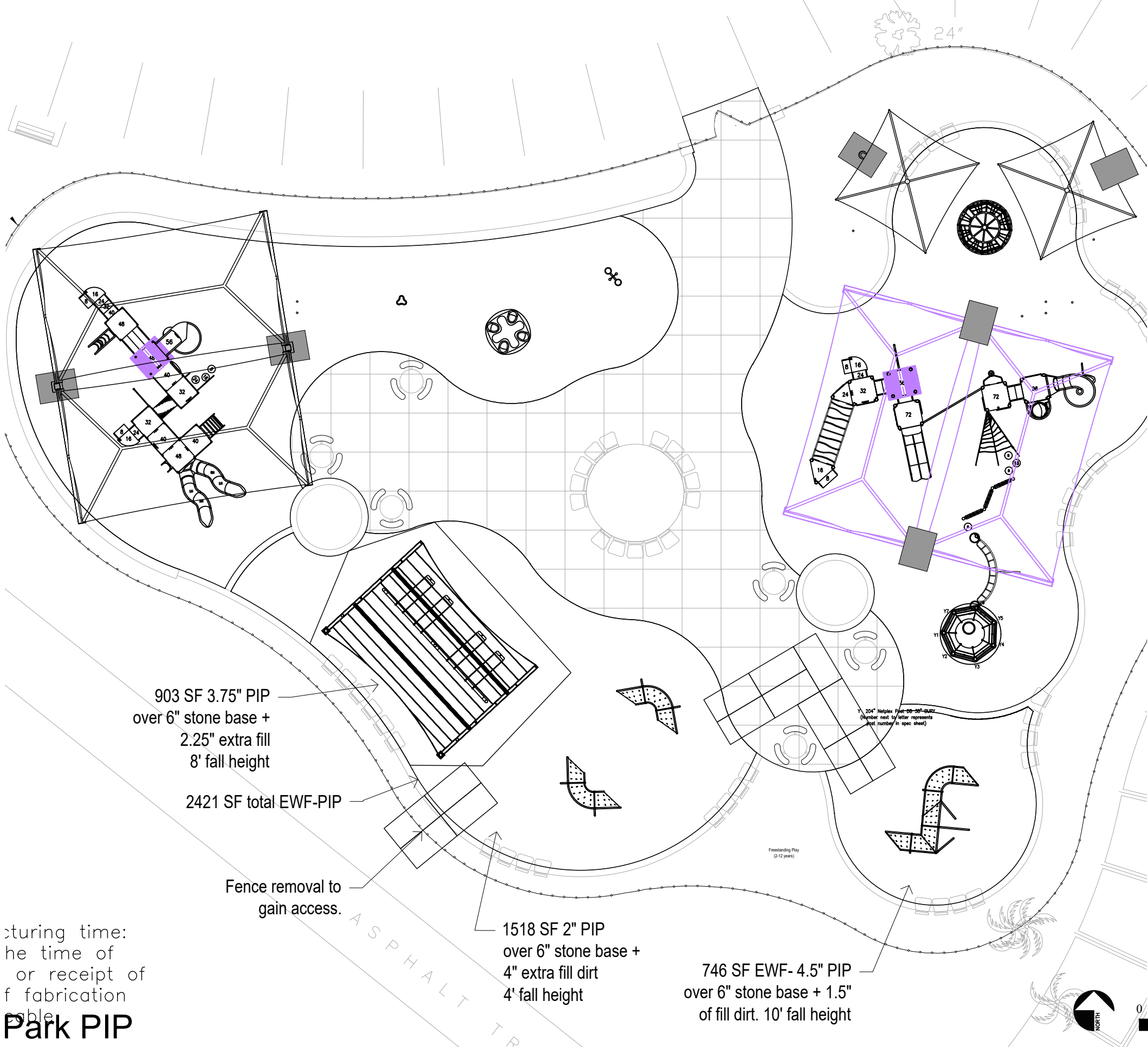
City of Inverness

Company Name	Authorized By	Printed Name	Date
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As Its: _____ (Title)

AREA: 3167 SF	FALL HEIGHT:	USER CAPACITY:
BORDER:	SURFACING AREA:	ADD'L CONCRETE:
PG-1		
EWF-PIP REPLACEMENT PLAN		
Revisions:		
#	Revision	Date

REMOVE: 3167 CF EWF
ADD: 746 SF 4.5" PIP-10' FH
903 SF 3.75" PIP-8' FH
1518 SF 2" PIP-4' FH
All PIP to have 6" stone sub base, with extra fill dirt to compensate for 12" EWF removed.



City of Inverness Liberty Park PIP

Inverness, FL

PROJECT: 18479
NOT FOR CONSTRUCTION



City of Inverness Liberty Park Shades

1176287-01-01-01 • 06.23.2023





City of Inverness Liberty Park Shades

1176287-01-01-02 • 06.23.2023





City of Inverness Liberty Park Shades

1176287-01-01-03 • 06.23.2023





City of Inverness Liberty Park Shades

1176287-01-01-04 • 06.23.2023





City of Inverness Liberty Park Shades

1176287-01-01-05 • 06.23.2023



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Agenda Memorandum - *City of Inverness*

April 16, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Pine Ave Stormwater Improvement Professional Services*

CC: Cory Dilmore, Public Works Director, Susan Jackson, City Clerk, Alexis Koter, Frank Calascione, Assistant City Manager

Enclosures: 1. Inverness Stormwater Pond Scope 04-09-2024 - Rev

The City of Inverness continues to make great strides to address stormwater concerns identified in the Stormwater Master Plan completed in 2022. Last year the City Council authorized Vanasse Hangen Brustlin, Inc. (VHB) to initialize and prioritize the \$450,000 LPQ0033 Grant Agreement received from Florida Department of Environmental Protection, Springs and Watershed Restoration Program. This professional service effort resulted in the selection of Pine Avenue for design, permitting and of a proposed stormwater improvement.

The attached professional services proposal from VHB provides for initiation of the Pine Avenue stormwater project. The professional services proposal includes the following:

- Project Administration: Grant Assistance, Meetings and Communication
- Survey services consisting of title, topographic and tree survey.
- Geotechnical services to facilitate pond design and permitting.
- 60%, 100% and Final Submittal including design plans, drainage report, construction cost estimate and permit.
- Utility coordination
- Bid Assistance
- Construction Administration Services.

The proposed cost for the aforementioned scope of services is \$95,701. It is recommended, Council proceed to approve the proposal as presented.

Recommended Action –

1. Motion and second to approve the proposal for professional services with Vanasse Hangen Brustlin, Inc. (VHB) in the amount of \$95,701 as presented and authorize the City Manager to execute the document.
2. Deliberate the matter
3. Vote on the matter

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

Eric C. Williams

WORK AUTHORIZATION NO. 5

Pine Avenue Stormwater Pond

Inverness, Florida

VHB PROPOSAL NO. 81880.24

Revised April 9, 2024

SCOPE OF SERVICES

In association with the Continuing Professional Services Agreement, dated October 1, 2019, the City of Inverness (CITY) has requested that Vanasse Hangen Brustlin, Inc. (VHB) prepare a Scope of Services and Fee Proposal to provide engineering services to develop construction plans for a stormwater pond at the southwest corner of the intersection of Pine Avenue and Zephyr Street in a CITY owned parcel. The Pine Avenue stormwater pond was selected as part of the FDEP Grant Assistance BPM Alternatives. The CITY was awarded an FDEP BMP Grant and intends to use grant funds to design, permit and construct the stormwater pond. The proposed pond will be designed to provide water quality treatment to an existing segment of Pine Avenue that currently drains to Henderson Lake. It is anticipated that the pond will be an off-line dry retention pond. The following sections details the tasks needed to complete the design.

TASKS AND DUTIES

VHB will prepare the Final Design and Contract Documents for the Pine Avenue stormwater pond, assist the CITY with bidding, and construction administration services. VHB has included Geotechnical and Environmental Consultants (GEC) as a sub-consultant to support geotechnical components of the design. Additionally, VHB will assist the CITY with the submittal of grant documentation. VHB has developed the following tasks to accomplish the design goals.

1.0 Project Administration

1.1 – Grant Assistance

Time is allocated to assist the CITY with the monthly grant reporting requirements. VHB will assist with the Grantee's Certification of Payment Request and the monthly summary of activities.

It is anticipated that the project design will last 5 months, bid assistance will last 1 months, and construction will last 3 months, for a total of a 9-month duration. VHB has allocated 4 hours per month towards grant assistance. If the project duration extends beyond that, an addendum to this Work Authorization will be needed.

1.2 –Meetings and Communication

The VHB project manager and up to 1 additional technical staff member will attend each meeting. Minutes will be prepared and distributed by VHB within 5 days of the meeting. Up to

13 virtual meetings are anticipated as described below:

1. Project kick-off meeting.
2. 60% plans submitted and review meeting.
3. Utility coordination meeting.
4. Final plans submitted review meeting.
5. 9 monthly progress meeting with the CITY.

2.0 Survey

2.1 – ALTA / NSPS Land Title Survey

VHB will prepare an ALTA/NSPS Land Title Survey of the subject property as described above and based upon a current title commitment as provided by the CITY. The survey will be prepared in accordance with the Minimum Standard Detail Requirements, as adopted by ALTA & NSPS in 2021, and will contain the optional survey items: 1-5, 8, 13, 14, and 18 of Table A thereof, and in accordance with the Standards of Practice as defined in Chapter 5J-17.050-.052 of the Florida Administrative Code (F.A.C.) and in accordance with Chapter 472.027 of the Florida Statutes (F.S.). Additionally, VHB will:

- Review the Title Commitment provided by the CITY.
- Establish horizontal control based on the North American Datum of 1983, 2011 adjustment (NAD83/2011), projected to Florida's State Plane Coordinate System, East Zone.
- Recover or establish boundary monumentation.
- Recover and Map existing, visible above-ground improvements within the site.
- Recover and Map existing, visible above-ground off-site improvements within ten (10) feet of the boundary.

VHB will prepare an electronically signed and sealed ALTA/NSPS Land Title Survey in PDF format. Hard copies and/or AutoCAD files (Version 2022 C3D) available upon request.

2.2 – Topographical Survey

To support planning and engineering of the proposed development, VHB will prepare a Topographical Survey of the upland areas of the project site. The topographical data will be based upon an approximate 50-foot grid, with additional spot elevations as required, and depicted with 1-foot contours. It will extend to 25-feet beyond each boundary line and include the full width of adjoining Right of Ways. The survey will be made in accordance with the Standards of Practice as defined in Chapter 5J-17.050-.052 of the Florida Administrative Code (F.A.C.) and in accordance with Chapter 472.027 of the Florida Statutes (F.S.) and specifically accomplish:

- Establishment of Vertical Control throughout the project. Vertical Control will be based on the North American Vertical Datum of 1988 ("NAVD88").
- Provide spot elevations within the proposed project site area will be on an approximate 50-foot grid and overlapping the boundary by 25-feet.
- Inverts, pipe diameters, pipe materials and rim elevations of the existing drainage system within the ROW beginning at the intersection of Tompkins Street and Osceola Avenue, east to the intersection of Tompkins Street and Seminole Avenue and south to the intersection of Emory Street and Seminole Avenue. Also, from the intersection of Dampier Street and Seminole Avenue, east to the intersection of Dampier Street and Pine Avenue, south along Pine Avenue until the discharge at Henderson Lake (See Figure 1, Storm System).
- Collect and plot topographical data across the full width of adjoining Rights of Ways.

- Locate and Map visible above ground evidence of utility lines and utility markings.
- VHB will prepare a topographical Survey Map incorporated with the above referenced ALTA/NSPS Land Title Survey.

2.3 – Tree Location / Identification Survey

To support planning and engineering of the proposed development, VHB will prepare a Tree Location Survey of the project site. The tree location data will be collected and prepared in accordance with the County, Florida – Code of Ordinances. In addition, the survey will be conducted following the Standards of Practice as defined in Chapter 5J-17.050-.052 of the Florida Administrative Code (F.A.C.) and in accordance with Chapter 472.027 of the Florida Statutes (F.S.) and specifically accomplish:

- Locating existing protected trees of six inches and greater, including the circumference of the tree measured at 4½ feet above the existing grade (aka DBH), common name and canopy.
- Identifying specific tree species utilizing available online information.

The Tree Survey product will be incorporated into the above referenced ALTA/NSPS Land Title Survey.

3.0 Geotechnical services

VHB will contract with Geotechnical and Environmental Consultants, Inc. (GEC) to provide subconsultant services to perform the below tasks. VHB will not direct, supervise or influence their work activities or product. VHB's responsibility will be to communicate with and manage the subconsultant as part of the consulting team:

Subconsultant will perform the following tasks:

- Stake boring locations at the site.
- Clear utilities at the boring locations.
- Mobilize truck-mounted drilling equipment and personnel.
- Perform 2 auger borings to a depth of 15 feet and 2 field permeability test(s) in the proposed and existing stormwater pond areas.
- Perform routine laboratory soil classification tests to enhance visual soil classification of samples obtained.
- Issue a geotechnical engineering report signed and sealed by a Geotechnical Engineer licensed in Florida.
- Pond recovery analysis (up to two).

4.0 60% Submittal

VHB will prepare 60% plans for the drainage improvements. The 60% plans will contain a project design that is ready for permitting and utility coordination. Along with the 60% plans, VHB will submit the design documentation, which will include the basis of design for the stormwater pond. VHB will prepare the design documentation in a memorandum format.

The Pine Avenue Pond will be designed to provide water quality for the proposed future impervious parking on the City's property and the existing roadway's drainage. The proposed pond will be sized to provide water quality for the maximum volume which maintains one foot

of clearance between the hydraulic gradient and the elevation of the gutter during the 5-year storm event.

VHB will generate an ICPR Model of the existing and proposed conditions using the survey information and will use Lidar data to delineate the contributing basin areas.

Additionally, VHB will submit a 60% Stormwater Drainage report and 60% Construction Estimate for the CITY's review and approval. The CITY parcel is in the flood plain, but flood plain compensation is not anticipated. A flood plain cut/fill calculation will be included in the drainage report.

VHB will design the plans following the Florida Department of Transportation (FDOT) design standards and specifications as appropriate.

5.0 Utility Coordination

VHB will provide the City of Inverness with the 60% plans to identify potential conflicts. Once the conflicts are identified, the CITY will communicate with the survey team and impacted utility companies to confirm the utility conflicts within the proposed stormwater improvements corridors. If utilities need to be adjusted, the CITY will coordinate with the impacted utilities to have the utilities relocated. No utility design or permits are anticipated.

6.0 Permits

VHB will prepare and submit the following permit applications:

Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP)

VHB will analyze the environmental impacts for the project in accordance with the requirements of SWFWMD as the proposed improvements will require an ERP. VHB will prepare and submit the environmental and engineering portions of one (1) ERP application to the SWFWMD for the project. VHB will complete the following items:

- Schedule and attend one (1) pre-application meeting with the SWFWMD.
- Sections A, C, and E of the ERP Application.
- Supporting calculations documentation, tables, exhibits, and figures.
- Prepare written responses for up to two Requests for Additional Information (RAI) by the SWFWMD regarding elements of the ERP application prepared by VHB.

7.0 100% Submittal

VHB will provide responses to the 60% CITY provided comments, incorporate the comments, and prepare the 100% plans for the drainage improvements.

Additionally, VHB will update the 100% Stormwater Drainage report and 100% Construction Estimate for the CITY's review and approval.

8.0 Final Delivery

VHB will incorporate the 100% CITY provided comments as applicable and prepare the final signed and sealed for the drainage improvements and provide written responses to the 100% comments.

Additionally, VHB will submit the Final Design Documentation Report, Final Signed and sealed Stormwater / Drainage report, Final Construction Estimate, and Final Q/C Plans and Check list

for the CITY's review and approval.

The Final Submittal will also include the Bid Tab in Excel format, the Construction Scope of Services in Word format, and copies of applicable permits.

9.0 Bid Assistance

VHB will prepare the Bid Plans, Bid Tab in Excel format, the Construction Scope of Services in Word format and copies of applicable permits and assist the CITY with the bid and bid review. VHB will also assist in the response to questions from prospective bidders and will attend pre-construction meeting.

10.0 Construction Administration Services

VHB will assist in construction administration with attendance of the pre-construction meeting, 2 field visits, punch list meeting and final walk through. This scope assumes field visits for 2 VHB technical staff. It also assumes the review of shop drawings for drainage structures, pipes and up to 2 RFI responses. VHB will prepare record drawings, based on the as-built drawings, made by the contractor for the project. Record drawings will be submitted to the CITY in PDF format.

DELIVERABLES

VHB will submit the following deliverables:

- Electronic PDF submittal of the 60% plans and Electronic PDF Drainage Report
- Electronic PDF submittal of the 100% plans
- Electronic PDF submittal of the Final plans
- Record Drawings and SWFWMD As-Built Certification

SERVICES NOT INCLUDED

The following services are not anticipated, and therefore, not included in this Agreement at this time:

- Environmental services other than as stated in the proposal
- Construction Inspection Services
- As-Built Plans
- Hazardous Material Testing (including PSI and DSI)
- Cultural Resource Survey
- Permit applications beyond the ERP and Section 404 Assumption
- Utility Design and permitting other than as stated in the proposal
- Technical specifications - will reference FDOT Standard Specifications
- Title Search Based Right of Way survey
- Right-of-Way Acquisition Services
- Structural Engineering Services
- Temporary Traffic Control Plans
- Landscape Elevations/Sections
- Photometrics Analysis
- Signing & Pavement Marking Plans

- 100-year flood study and FEMA permitting
- Engineer's Estimates other than the 60%, 100%, & Final

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the client's request, which contains the Scope of Services, fee, and schedule required to complete the additional work items.

SCHEDULE

VHB will begin performance of the above services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the client and is inclusive of client and local review of interim products. It is anticipated that the project will be completed within 9 months of written authorization to proceed is received.

CLIENT FURNISHED INFORMATION

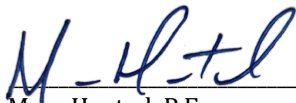
VHB will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this Amendment. Client shall provide VHB with project-related technical data including, but not limited to, the following:

- Available Construction Records
- Existing Utility Location Plans
- Existing GIS Data (utility, storm, contours, etc.

COMPENSATION

VHB will perform the Scope of Services contained in this Scope on a lump sum basis per task. The total lump sum labor fee for this Scope of Services is **\$95,701** allocated as shown in the attached Table 1.

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

By: 
Marc Hustad, P.E.

Title: Managing Director, Orlando

Date: 4/1/2024

CITY OF Inverness, FLORIDA

By: _____
Eric Williams

Title: City Manager

Date: _____

Pine Avenue Stormwater Pond, City of Inverness, FL
Staff Hour Summary
Table No. 1

Task No.	Task Description	Staff Hours							Sub Task Fee	Task Fee
		Principal-in Charge \$240	Project Manager \$175	Project Engineer \$130	Engineer \$120	Survey Field Staff \$85	Survey Office Staff \$140	Total Hours		
1.0	Project Administration									\$9,005
	1.1 Grant Assistance		8	28	0			36	\$5,040	
	1.2 Meetings and Communication		13	13				26	\$3,965	
2.0	Survey									\$6,060
	2.1 ALTA / NSPS Land Title Survey					4	8	12	\$1,460	
	2.2 Topographical Survey					32	10	42	\$4,120	
	2.3 Tree Location / Identification Survey					4	1	5	\$480	
3.0	Geotechnical services									\$0
	Done by a Sub (GEC)									
4.0	60% Submittal									\$35,530
	ICPR Model	2	4	20	30			56	\$7,380	
	60% Plans	8	10	30	80			128	\$17,170	
	Drainage Report	2	6	15	30			53	\$7,080	
	60% Construction Cost Estimate	1	4	8	16			29	\$3,900	
5.0	Utility Coordination									\$2,590
		1	2	8	8			19	\$2,590	
6.0	Permits									\$8,230
	Pre-Application Meeting		2	6				8	\$1,130	
	ERP Application (Sections A, C, and E)		2	8	12			22	\$2,830	
	Response to RAI (Up to two)		6	10	16			32	\$4,270	
7.0	100 % Submittal									\$6,975
	100% Plans	1	5	5	20			31	\$4,165	
	100% Construction Cost Estimate	1	2	6	12			21	\$2,810	
8.0	Final Delivery									\$6,235
	Final Plans	1	5	5	20			31	\$4,165	
	Final Construction Cost Estimate	1	2	4	8			15	\$2,070	
9.0	Bid Assistance									\$5,410
	Bid Tabulation and Bid Review	1	4	4	8			17	\$2,420	
	Bid Documents	1	2	2	8			13	\$1,810	
	Pre-Bid Meeting		4		4			8	\$1,180	
10.0	Construction Administration Services									\$6,895
	Pre-Construction Meeting & Field Visits	0	10	0	10			20	\$2,950	
	Shop Drawings and RFIs		6	6	6			18	\$2,550	
	Record Drawings and SWFWMD As-Built Certification		1	2	8			11	\$1,395	
	Subtotal Hours	20	98	180	296	40	19	653		
	Percent of work	3%	15%	28%	45%	6%	3%	100%		

VHB Fee	
Salary	\$86,930
SUBTOTAL VHB \$86,930.00	
SWFWMD ERP Fee	\$300
3.0 Geotechnical Subconsultant	\$7,471
SUBTOTAL \$7,771	
Expenses (1% of total fees)	\$1,000
Lump Sum Engineering Fee	\$95,701

MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (Effective February 23, 2021)

1. **Purpose** - Members of the American Land Title Association® (ALTA®) have specific needs, unique to title insurance matters, when asked to insure title to land without exception as to the many matters which might be discoverable from survey and inspection, and which are not evidenced by the public records.

For a survey of real property, and the plat, map or record of such survey, to be acceptable to a title insurance company for the purpose of insuring title to said real property free and clear of survey matters (except those matters disclosed by the survey and indicated on the plat or map), certain specific and pertinent information must be presented for the distinct and clear understanding between the insured, the client (if different from the insured), the title insurance company (insurer), the lender, and the surveyor professionally responsible for the survey.

In order to meet such needs, clients, insurers, insureds, and lenders are entitled to rely on surveyors to conduct surveys and prepare associated plats or maps that are of a professional quality and appropriately uniform, complete, and accurate. To that end, and in the interests of the general public, the surveying profession, title insurers, and abstracters, the ALTA and the NSPS jointly promulgate the within details and criteria setting forth a minimum standard of performance for ALTA/NSPS Land Title Surveys. A complete 2021 ALTA/NSPS Land Title Survey includes:

- (i) the on-site fieldwork required pursuant to Section 5,
 - (ii) the preparation of a plat or map pursuant to Section 6 showing the results of the fieldwork and its relationship to documents provided to or obtained by the surveyor pursuant to Section 4,
 - (iii) any information from Table A items requested by the client, and
 - (iv) the certification outlined in Section 7.
2. **Request for Survey** - The client shall request the survey, or arrange for the survey to be requested, and shall provide a written authorization to proceed from the person or entity responsible for paying for the survey. Unless specifically authorized in writing by the insurer, the insurer shall not be responsible for any costs associated with the preparation of the survey. The request must specify that an **"ALTA/NSPS LAND TITLE SURVEY"** is required and which of the optional items listed in Table A, if any, are to be incorporated. Certain properties or interests in real properties may present issues outside those normally encountered on an ALTA/NSPS Land Title Survey (e.g., marinas, campgrounds, mobile home parks; easements, leases, mineral interests, other non-fee simple interests). The scope of work related to surveys of such properties or interests in real properties should be discussed with the client, lender, and insurer, and agreed upon in writing prior to commencing work on the survey. When required, the client shall secure permission for the surveyor to enter upon the property to be surveyed, adjoining properties, or offsite easements.

3. **Surveying Standards and Standards of Care**

- A. **Effective Date** - The 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys are effective February 23, 2021. As of that date, all previous versions of the Minimum Standard Detail Requirements for ALTA/ACSM or ALTA/NSPS Land Title Surveys are superseded by these standards.
- B. **Other Requirements and Standards of Practice** - Many states and some local jurisdictions have adopted statutes, administrative rules, and/or ordinances that set out standards regulating the practice of surveying within their jurisdictions. In addition to the standards set forth herein, surveyors must also conduct their surveys in accordance with applicable jurisdictional survey requirements and standards of practice. Where conflicts between the standards set forth herein

and any such jurisdictional requirements and standards of practice occur, the more stringent must apply.

- C. **The Normal Standard of Care** - Surveyors should recognize that there may be unwritten local, state, and/or regional standards of care defined by the practice of the “prudent surveyor” in those locales.
- D. **Boundary** - The boundary lines and corners of any property or interest in real property being surveyed (hereafter, the “surveyed property” or “property to be surveyed”) as part of an ALTA/NSPS Land Title Survey must be established and/or retraced in accordance with appropriate boundary law principles governed by the set of facts and evidence found in the course of performing the research and fieldwork.
- E. **Measurement Standards** - The following measurement standards address Relative Positional Precision for the monuments or witnesses marking the corners of the surveyed property.
 - i. “Relative Positional Precision” means the length of the semi-major axis, expressed in meters or feet, of the error ellipse representing the uncertainty in the position of the monument or witness marking any boundary corner of the surveyed property relative to the position of the monument or witness marking an immediately adjacent boundary corner of the surveyed property resulting from random errors in the measurements made in determining those positions at the 95 percent confidence level. Relative Positional Precision can be estimated by the results of a correctly weighted least squares adjustment of the survey. Alternatively, Relative Positional Precision can be estimated by the standard deviation of the distance between the monument or witness marking any boundary corner of the surveyed property and the monument or witness marking an immediately adjacent boundary corner of the surveyed property (called local accuracy) that can be computed using the full covariance matrix of the coordinate inverse between any given pair of points, understanding that Relative Positional Precision is based on the 95 percent confidence level, or approximately 2 standard deviations.
 - ii. Any boundary lines and corners established or retraced may have uncertainties in location resulting from (1) the availability, condition, history and integrity of reference or controlling monuments, (2) ambiguities in the record descriptions or plats of the surveyed property or its adjoiners, (3) occupation or possession lines as they may differ from the written title lines, or (4) Relative Positional Precision. Of these four sources of uncertainty, only Relative Positional Precision is controllable, although, due to the inherent errors in any measurement, it cannot be eliminated. The magnitude of the first three uncertainties can be projected based on evidence; Relative Positional Precision is estimated using statistical means (see Section 3.E.i. above and Section 3.E.v. below).
 - iii. The first three of these sources of uncertainty must be weighed as part of the evidence in the determination of where, in the surveyor’s opinion, the boundary lines and corners of the surveyed property should be located (see Section 3.D. above). Relative Positional Precision is a measure of how precisely the surveyor is able to monument and report those positions; it is not a substitute for the application of proper boundary law principles. A boundary corner or line may have a small Relative Positional Precision because the survey measurements were precise, yet still be in the wrong position (i.e., inaccurate) if it was established or retraced using faulty or improper application of boundary law principles.
 - iv. For any measurement technology or procedure used on an ALTA/NSPS Land Title Survey, the surveyor must (1) use appropriately trained personnel, (2) compensate for systematic errors, including those associated with instrument calibration, and (3) use appropriate error propagation and measurement design theory (selecting the proper instruments, geometric layouts, and field and computational procedures) to control random errors such that the maximum allowable Relative Positional Precision outlined in Section 3.E.v. below is not exceeded.
 - v. The maximum allowable Relative Positional Precision for an ALTA/NSPS Land Title Survey is 2 cm (0.07 feet) plus 50 parts per million (based on the direct distance between the two

corners being tested). It is recognized that in certain circumstances, the size or configuration of the surveyed property, or the relief, vegetation, or improvements on the surveyed property, will result in survey measurements for which the maximum allowable Relative Positional Precision may be exceeded in which case the reason shall be noted pursuant to Section 6.B.x. below.

4. **Records Research** - It is recognized that for the performance of an ALTA/NSPS Land Title Survey, the surveyor will be provided with appropriate and, when possible, legible data that can be relied upon in the preparation of the survey. In order to complete an ALTA/NSPS Land Title Survey, the surveyor must be provided with the following:
- A. The current record description of the real property to be surveyed or, in the case of an original survey prepared for purposes of locating and describing real property that has not been previously separately described in documents conveying an interest in the real property, the current record description of the parent parcel that contains the property to be surveyed;
 - B. Complete copies of the most recent title commitment or, if a title commitment is not available, other title evidence satisfactory to the title insurer;
 - C. The following documents from records established under state statutes for the purpose of imparting constructive notice of matters relating to real property (public records):
 - i. The current record descriptions of any adjoining to the property to be surveyed, except where such adjoining are lots in platted, recorded subdivisions;
 - ii. Any recorded easements benefitting the property to be surveyed; and
 - iii. Any recorded easements, servitudes, or covenants burdening the property to be surveyed; and
 - D. If desired by the client, any unrecorded documents affecting the property to be surveyed and containing information to which the survey shall make reference.

Except, however, if the documents outlined in this section are not provided to the surveyor or if non-public or quasi-public documents are otherwise required to complete the survey, the surveyor must conduct that research which is required pursuant to the statutory or administrative requirements of the jurisdiction where the surveyed property is located and that research (if any) which is negotiated and outlined in the terms of the contract between the surveyor and the client.

5. **Fieldwork** - The survey must be performed on the ground (except as may be otherwise negotiated pursuant to Table A, Item 15 below). Except as related to the precision of the boundary, which is addressed in Section 3.E. above, features located during the fieldwork shall be located to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the surveyed property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) the existing use, if the planned use is not so reported. The fieldwork shall include the following:

A. Monuments

- i. The location, size, character, and type of any monuments found during the fieldwork.
- ii. The location, size, character, and type of any monuments set during the fieldwork, if item 1 of Table A was selected or if otherwise required by applicable jurisdictional requirements and/or standards of practice.
- iii. The location, description, and character of any lines that control the boundaries of the surveyed property.

B. Rights of Way and Access

- i. The distance from the appropriate corner or corners of the surveyed property to the nearest right of way line, if the surveyed property does not abut a right of way.
- ii. The name of any street, highway, or other public or private way abutting the surveyed property, together with the width of the travelled way and the location of each edge of the travelled way including on divided streets and highways. If the documents provided to or obtained by the surveyor pursuant to Section 4 indicate no access from the surveyed property to the abutting street or highway, the width and location of the travelled way need not

- be located.
- iii. Visible evidence of physical access (e.g., curb cuts, driveways) to any abutting streets, highways, or other public or private ways.
 - iv. The location and character of vehicular, pedestrian, or other forms of access by other than the apparent occupants of the surveyed property to or across the surveyed property observed in the process of conducting the fieldwork (e.g., driveways, alleys, private roads, railroads, railroad sidings and spurs, sidewalks, footpaths).
 - v. Without expressing a legal opinion as to ownership or nature, the location and extent of any potentially encroaching driveways, alleys, and other ways of access from adjoining properties onto the surveyed property observed in the process of conducting the fieldwork.
 - vi. Where documentation of the location of any street, road, or highway right of way abutting, on, or crossing the surveyed property was not disclosed in documents provided to or obtained by the surveyor, or was not otherwise available from the controlling jurisdiction (see Section 6.C.iv. below), the evidence and location of parcel corners on the same side of the street as the surveyed property recovered in the process of conducting the fieldwork which may indicate the location of such right of way lines (e.g., lines of occupation, survey monuments).
 - vii. Evidence of access to and from waters adjoining the surveyed property observed in the process of conducting the fieldwork (e.g., paths, boat slips, launches, piers, docks).
- C. Lines of Possession and Improvements along the Boundaries**
- i. The character and location of evidence of possession or occupation along the perimeter of the surveyed property, both by the occupants of the surveyed property and by adjoining, observed in the process of conducting the fieldwork.
 - ii. Unless physical access is restricted, the character and location of all walls, buildings, fences, and other improvements within five feet of each side of the boundary lines observed in the process of conducting the fieldwork (see Section 5.E.iv. regarding utility poles). Trees, bushes, shrubs, and other vegetation need not be located other than as specified in the contract, unless they are deemed by the surveyor to be evidence of possession or occupation pursuant to Section 5.C.i.
 - iii. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the evidence, location, and extent of potentially encroaching structural appurtenances and projections observed in the process of conducting the fieldwork (e.g., fire escapes, bay windows, windows and doors that open out, flue pipes, stoops, eaves, cornices, areaways, steps, trim) by or onto adjoining property, or onto rights of way, easements, or setback lines disclosed in documents provided to or obtained by the surveyor.
- D. Buildings**
- The location of buildings on the surveyed property observed in the process of conducting the fieldwork.
- E. Easements and Servitudes**
- i. Evidence of any easements or servitudes burdening the surveyed property as disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4 and observed in the process of conducting the fieldwork.
 - ii. Evidence of easements, servitudes, or other uses by other than the apparent occupants of the surveyed property not disclosed in the documents provided to or obtained by the surveyor pursuant to Section 4, but observed in the process of conducting the fieldwork if they are on or across the surveyed property (e.g., roads, drives, sidewalks, paths and other ways of access, utility service lines, utility locate markings (including the source of the markings, with a note if unknown), water courses, ditches, drains, telephone lines, fiber optic lines, electric lines, water lines, sewer lines, oil pipelines, gas pipelines).
 - iii. Surface indications of underground easements or servitudes on or across the surveyed property observed in the process of conducting the fieldwork (e.g., utility cuts, vent pipes, filler pipes, utility locate markings (including the source of the markings, with a note if unknown)).

- iv. Evidence on or above the surface of the surveyed property observed in the process of conducting the fieldwork, which evidence may indicate utilities located on, over or beneath the surveyed property. Examples of such evidence include pipeline markers, utility locate markings (including the source of the markings, with a note if unknown), manholes, valves, meters, transformers, pedestals, clean-outs, overhead lines, guy wires, and utility poles on or within ten feet of the surveyed property. Without expressing a legal opinion as to the ownership or nature of the potential encroachment, the extent of all encroaching utility pole crossmembers or overhangs.

F. Cemeteries

As accurately as the evidence permits, the perimeter of cemeteries and burial grounds, and the location of isolated gravesites not within a cemetery or burial ground, (i) disclosed in the documents provided to or obtained by the surveyor, or (ii) observed in the process of conducting the fieldwork.

G. Water Features

- i. The location of springs, ponds, lakes, streams, rivers, canals, ditches, marshes, and swamps on, running through, or outside, but within five feet of, the perimeter boundary of the surveyed property and observed during the process of conducting the fieldwork.
- ii. The location of any water feature forming a boundary of the surveyed property. The attribute(s) of the water feature located (e.g., top of bank, edge of water, high water mark) should be congruent with the boundary as described in the record description or, in the case of an original survey, in the new description (see Section 6.B.vi. below).

6. **Plat or Map** - A plat or map of an ALTA/NSPS Land Title Survey shall show the following information. Where dimensioning is appropriate, dimensions shall be annotated to what is, in the surveyor's professional opinion, the appropriate degree of precision based on (a) the planned use of the surveyed property, if reported in writing to the surveyor by the client, lender, or insurer, or (b) existing use, if the planned use is not so reported.

A. Field Locations. The evidence and locations gathered, and the monuments and lines located during the fieldwork pursuant to Section 5 above, with accompanying notes if deemed necessary by the surveyor or as otherwise required as specified below.

B. Boundary, Descriptions, Dimensions, and Closures

- i. (a) The current record description of the surveyed property, or
(b) In the case of an original survey, the current record document number of the parent tract that contains the surveyed property.
- ii. Any new description of the surveyed property that was prepared in conjunction with the survey, including a statement explaining why the new description was prepared. Except in the case of an original survey, preparation of a new description should be avoided unless deemed necessary or appropriate by the surveyor and insurer. Preparation of a new description should also generally be avoided when the record description is a lot or block in a platted, recorded subdivision. Except in the case of an original survey, if a new description is prepared, a note must be provided stating (a) that the new description describes the same real estate as the record description or, (b) if it does not, how the new description differs from the record description.
- iii. The point of beginning, the remote point of beginning or point of commencement (if applicable) and all distances and directions identified in the record description of the surveyed property (and in the new description, if one was prepared). Where a measured or calculated dimension differs from the record by an amount deemed significant by the surveyor, such dimension must be shown in addition to, and differentiated from, the corresponding record dimension. All dimensions shown on the survey and contained in any new description must be horizontal ground dimensions unless otherwise noted.
- iv. The direction, distance and curve data necessary to compute a mathematical closure of the surveyed boundary. A note if the record description does not mathematically close. The basis

- of bearings and, where it differs from the record basis, the difference.
- v. The remainder of any recorded lot or existing parcel, when the surveyed property is composed of only a portion of such lot or parcel, shall be graphically depicted. Such remainder need not be included as part of the actual survey, except to the extent necessary to locate the lines and corners of the surveyed property, and it need not be fully dimensioned or drawn at the same scale as the surveyed property.
 - vi. When the surveyed property includes a title line defined by a water boundary, a note on the face of the plat or map noting the date the boundary was measured, which attribute(s) of the water feature was/were located, and the caveat that the boundary is subject to change due to natural causes and that it may or may not represent the actual location of the limit of title. When the surveyor is aware of natural or artificial realignments or changes in such boundaries, the extent of those changes and facts shall be shown or explained.
 - vii. The relationship of the boundaries of the surveyed property to its adjoiners (e.g., contiguity, gaps, overlaps) where ascertainable from documents provided to or obtained by the surveyor pursuant to Section 4 and/or from field evidence gathered during the process of conducting the fieldwork. If the surveyed property is composed of multiple parcels, the extent of any gaps or overlaps between those parcels must be identified. Where gaps or overlaps are identified, the surveyor must, prior to or upon delivery of the final plat or map, disclose this to the insurer and client.
 - viii. When, in the opinion of the surveyor, the results of the survey differ significantly from the record, or if a fundamental decision related to the boundary resolution is not clearly reflected on the plat or map, the surveyor must explain this information with notes on the face of the plat or map.
 - ix. The location of buildings on the surveyed property dimensioned perpendicular to those perimeter boundary lines that the surveyor deems appropriate (i.e., where potentially impacted by a setback line) and/or as requested by the client, lender or insurer.
 - x. A note on the face of the plat or map explaining the site conditions that resulted in a Relative Positional Precision that exceeds the maximum allowed pursuant to Section 3.E.v.
 - xi. A note on the face of the plat or map identifying areas, if any, on the boundaries of the surveyed property, to which physical access within five feet was restricted (see Section 5.C.ii.).
 - xii. A note on the face of the plat or map identifying the source of the title commitment or other title evidence provided pursuant to Section 4, and the effective date and the name of the insurer of same.
- C. Easements, Servitudes, Rights of Way, Access, and Documents**
- i. The location, width, and recording information of all plottable rights of way, easements, and servitudes burdening and benefitting the surveyed property, as evidenced by documents provided to or obtained by the surveyor pursuant to Section 4.
 - ii. A summary of all rights of way, easements, and other survey-related matters burdening the surveyed property and identified in the title evidence provided to or obtained by the surveyor pursuant to Section 4. Such summary must include the record information of each such right of way, easement or other survey-related matter, a statement indicating whether it lies within or crosses the surveyed property, and a related note if:
 - (a) its location is shown;
 - (b) its location cannot be determined from the record document;
 - (c) there was no observed evidence at the time of the fieldwork;
 - (d) it is a blanket easement;
 - (e) it is not on, does not touch, and/or - based on the description contained in the record document – does not affect, the surveyed property;
 - (f) it limits access to an otherwise abutting right of way;
 - (g) the documents are illegible; or
 - (h) the surveyor has information indicating that it may have been released or otherwise

terminated.

In cases where the surveyed property is composed of multiple parcels, indicate which of such parcels the various rights of way, easements, and other survey-related matters cross or touch.

- iii. A note if no physical access to an abutting street, highway, or other public or private way was observed in the process of conducting the fieldwork.
- iv. The locations and widths of rights of way abutting or crossing the surveyed property and the source of such information, (a) where available from the controlling jurisdiction, or (b) where disclosed in documents provided to or obtained by the surveyor pursuant to Section 4.
- v. The identifying titles of all recorded plats, filed maps, right of way maps, or similar documents that the survey represents, wholly or in part, with their recording or filing data.
- vi. For non-platted adjoining land, recording data and, where available, tax parcel number, identifying adjoining tracts according to current public records. For platted adjoining land, the recording data of the subdivision plat.
- vii. Platted setback or building restriction lines that appear on recorded subdivision plats or that were disclosed in documents provided to, or obtained by, the surveyor.
- viii. If in the process of preparing the survey the surveyor becomes aware of a recorded easement not otherwise listed in the title evidence provided, the surveyor must advise the insurer prior to delivery of the plat or map and, unless the insurer provides evidence of a release of that easement, show or otherwise explain it on the face of the plat or map, with a note that the insurer has been advised.

D. Presentation

- i. The plat or map must be drawn on a sheet of not less than 8 ½ by 11 inches in size at a legible, standard engineering scale, with that scale clearly indicated in words or numbers and with a graphic scale.
- ii. The plat or map must include:
 - (a) The boundary of the surveyed property drawn in a manner that distinguishes it from other lines on the plat or map.
 - (b) If no buildings were observed on the surveyed property in the process of conducting the fieldwork, a note stating “*No buildings observed.*”
 - (c) A north arrow (with north to the top of the drawing when practicable).
 - (d) A legend of symbols and abbreviations.
 - (e) A vicinity map showing the surveyed property in reference to nearby highway(s) or major street intersection(s).
 - (f) Supplementary or detail diagrams when necessary.
 - (g) Notes explaining any modifications to Table A items and the nature of any additional Table A items (e.g., 20(a), 20(b), 20(c)) that were negotiated between the surveyor and client.
 - (h) The surveyor’s project number (if any), and the name, registration or license number, signature, seal, street address, telephone number, company website, and email address (if any) of the surveyor who performed the survey.
 - (i) The date(s) of any revisions made by the surveyor who performed the survey.
 - (j) Sheet numbers where the plat or map is composed of more than one sheet.
 - (k) The caption “ALTA/NSPS Land Title Survey.”
- iii. When recordation or filing of a plat or map is required by state statutes or local ordinances, such plat or map shall be produced in the required form.

7. **Certification** - The plat or map of an ALTA/NSPS Land Title Survey must bear only the following unaltered certification except as may be required pursuant to Section 3.B. above:

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items _____ of Table A thereof. The fieldwork was completed on _____ [date].

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

8. **Deliverables** - The surveyor shall furnish copies of the plat or map of survey to the insurer and client and as otherwise negotiated with the client. Hard copies shall be on durable and dimensionally stable material of a quality standard acceptable to the insurer. A digital image of the plat or map may be provided in addition to, or in lieu of, hard copies pursuant to the terms of the contract. If the surveyor is required to record or file a plat or map pursuant to state statute or local ordinance it shall be so recorded or filed.

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. _____ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. _____ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. _____ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. _____ Gross land area (and other areas if specified by the client).
5. _____ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.
6. _____ (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
_____. (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7. _____ (a) Exterior dimensions of all buildings at ground level.
_____. (b) Square footage of:
_____ (1) exterior footprint of all buildings at ground level.
_____ (2) other areas as specified by the client.
_____. (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. _____ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. _____ Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures.

Striping of clearly identifiable parking spaces on surface parking areas and lots.

10. _____ As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.

11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:

_____ (a) plans and/or reports provided by client (with reference as to the sources of information)

_____ (b) markings coordinated by the surveyor pursuant to a private utility locate request

Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

12. _____ As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.

13. _____ Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."

14. _____ As specified by the client, distance to the nearest intersecting street.

15. _____ Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.

16. _____ Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

17. _____ Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

18. _____ Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.

19. _____ Professional liability insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.

20. _____

Adopted by the Board of Governors, American Land Title Association, on October 1, 2020.

*American Land Title Association, 1800 M St., N.W., Suite 300S, Washington, D.C. 20036-5828.
www.alta.org*

Adopted by the Board of Directors, National Society of Professional Surveyors, on October 30, 2020.

*National Society of Professional Surveyors, Inc., 5119 Pegasus Court, Suite Q, Frederick, MD 21704.
<http://www.nsps.us.com/>*

Figure 1: Stormwater System
 City of Inverness | Inverness, FL



Legend

- | | | |
|--|--|---|
| <ul style="list-style-type: none"> Manhole | <ul style="list-style-type: none"> Type C Ditch | <ul style="list-style-type: none"> INV_swGravityMain |
| <ul style="list-style-type: none"> Unknown | <ul style="list-style-type: none"> Ditch | <ul style="list-style-type: none"> Pipe |
| <ul style="list-style-type: none"> Grate | <ul style="list-style-type: none"> Type E | <ul style="list-style-type: none"> Culvert |
| <ul style="list-style-type: none"> Curb Box | <ul style="list-style-type: none"> Type 1 | <ul style="list-style-type: none"> OpenChannel |
| <ul style="list-style-type: none"> Type C | <ul style="list-style-type: none"> Type 2 | |
| | <ul style="list-style-type: none"> DOT Type 5 | |



February 16, 2024

VHB

225 E. Robinson Street, Suite 300
Landmark Center Two
Orlando, Florida 32801-4326

Attention: Mr. Oscar Bermudez, P.E.

Subject: Proposal for Geotechnical Engineering Services
CITY OF INVERNESS POND AT NORTH PINE AVENUE AND ZEPHYR STREET
Inverness, Florida
GEC Proposal No. 11724G

Dear Mr. Bermudez:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to provide this proposal for the above-referenced project. Our proposed scope of services is based on the project information you provided to us, as shown on **Attachment 1**, and our correspondence on February 9, 2024. The purpose of this investigation is to explore soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendations for site preparation, and design and construction of the stormwater improvements. This proposal presents our understanding of the project, our recommended scope of services, and a cost and schedule for providing those services.

Site Location and Description

The site is located at the intersection of North Pine Avenue and Zephyr Street in Inverness, Florida as shown on **Attachment 1**. Vegetation on the property is comprised of grass with some tree cover. The site topography can be described as mostly flat. An existing shallow dry stormwater pond is located adjacent to the intersection.

We understand that project plans for this site include the construction of a new approximately 0.7 acre dry stormwater pond on the southwest corner of the intersection of North Pine Avenue and Zephyr Street.

Scope of Services

Based on the project information provided, our experience, and the local standard of care, we recommend the following scope of services:

- Stake boring locations at the site.
- Clear utilities at the boring locations, if needed.
- Mobilize truck-mounted drilling equipment and personnel.
- Perform 2 auger borings to a depth of 15 feet and 2 field permeability tests.
- Perform routine laboratory soil classification tests to enhance visual soil classification of samples obtained.
- Issue a geotechnical engineering report signed and sealed by a Geotechnical Engineer licensed in Florida that will address the following topics:
 - Subsurface conditions at the boring locations
 - Measured and estimated seasonal high groundwater depths
 - Site preparation
 - Fill selection, placement and compaction
 - Suitability of soil excavated from pond for use as engineered fill
 - Unconfined aquifer parameters for pond design
 - Pond Recovery Analysis (2 iterations)

Cost

The cost to provide the scope of services is a Limiting Amount fee of \$7,471.00. **Attachment 2** documents our detailed scope of services and fees. *(Our fees will be billed based on the actual units of work performed and the unit rates shown on Attachment 2; however, we will not exceed the limiting amount without your authorization.)*. This fee includes an electronic copy of our report emailed to you.

Schedule

Our schedule to complete the work will be about 5 to 6 weeks from your written notice to proceed. If requested, verbal recommendations can be provided after the field work is completed. Our schedule is highly dependent on Sunshine 811 and the utility providers/locators clearing the soil boring locations within the allotted 48 hour time frame.

Authorization

You may confirm your authorization to proceed by providing us with your Subconsultant Work Order.

Upon your acceptance of this proposal, please forward current property contact information so we can coordinate access to the site for our field activities.

Limitations

This proposal is subject to the following limitations:

- The site will be accessible to the drilling equipment assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary
- Undisturbed samples and consolidation tests are not included, unless stated above
- We assume no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call
- Assessment of environmental contamination at the site is not included

Closure

GEC appreciates the opportunity to submit this proposal. If you have any questions regarding this proposal, or if we can be of further assistance, please contact the undersigned.

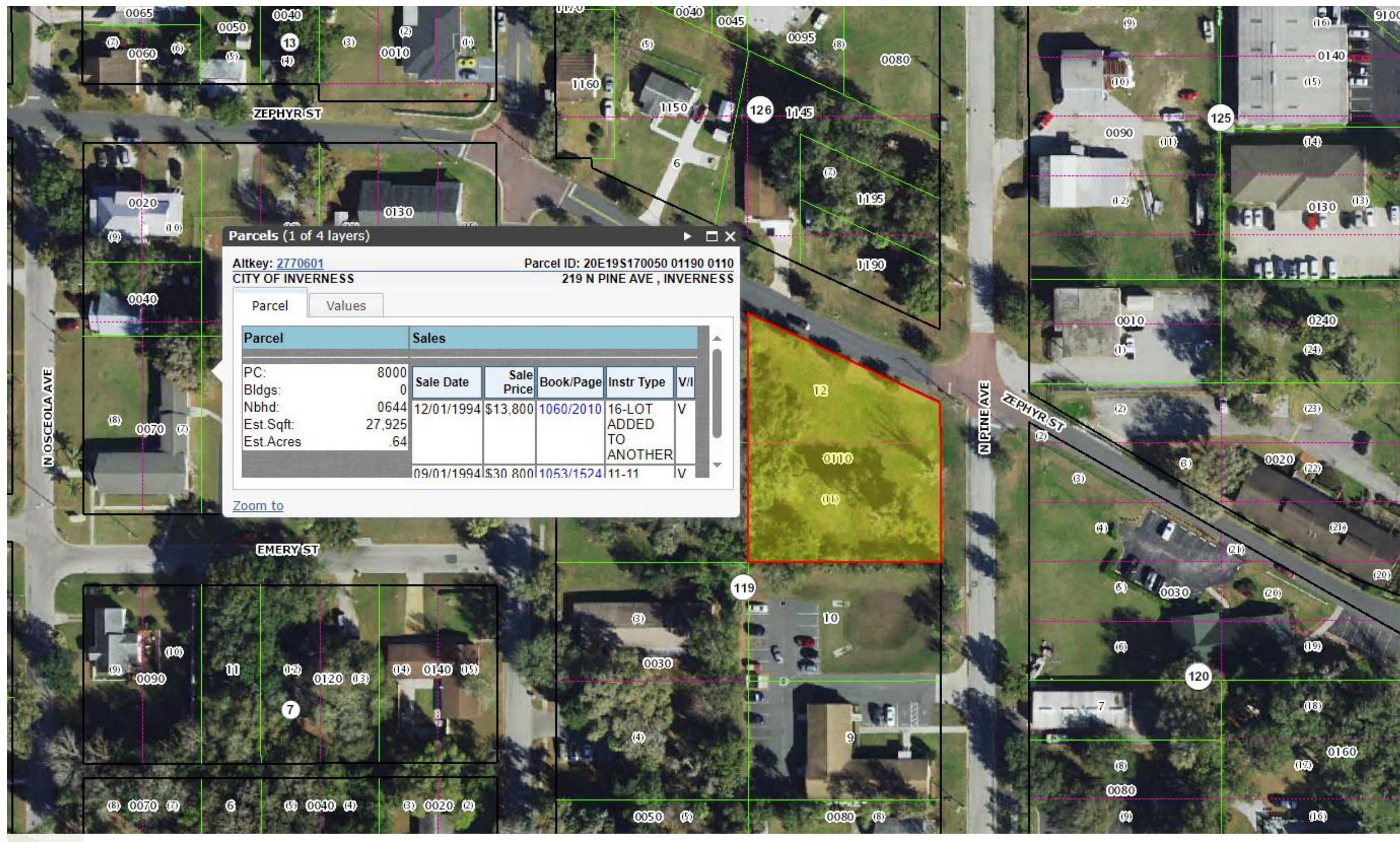
Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.



Christopher P. Meyer, P.E.
Senior Geotechnical Engineer

ATTACHMENT 1



ATTACHMENT 2

Attachment 2
Geotechnical Scope of Services and Cost
CITY OF INVERNESS POND AT NORTH PINE AVENUE AND ZEPHYR STREET
Inverness, Florida
GEC Proposal No. 11724G

	Quantity	Units	Unit Rate	Cost
Field Services				
Mobilization of Truck-Mounted Rig	1	ls	\$600.00	\$600.00
Field Technician (Site Recon, Boring Layout, and Utility Clearance)	6	hr	\$70.00	\$420.00
Auger Borings (2 @ 15 ft)	30	ft	\$13.00	\$390.00
Field Permeability Tests (0-10')	2	ea	\$450.00	\$900.00
Drill Rig and Crew - Truck (3 person)	2	hr	\$350.00	\$700.00
GPS Unit for Boring Locations	1	day	\$100.00	\$100.00
			Field Subtotal	\$3,110.00
Laboratory Testing				
Percent Fines	4	ea	\$48.00	\$192.00
Organic Content	1	ea	\$50.00	\$50.00
Atterberg Limits	1	ea	\$125.00	\$125.00
Natural Moisture Content	2	ea	\$17.00	\$34.00
Corrosion Series	0	ea	\$240.00	\$0.00
			Laboratory Subtotal	\$401.00
Engineering Analysis & Report				
Principal Engineer	0	hr	\$300.00	\$0.00
Senior Engineer	4	hr	\$250.00	\$1,000.00
Project Engineer	0	hr	\$150.00	\$0.00
Engineer Intern	10	hr	\$120.00	\$1,200.00
CADD Draftsman/GIS Specialist	4	hr	\$150.00	\$600.00
Secretary	2	hr	\$80.00	\$160.00
			Engineering Subtotal	\$2,960.00
Pond Volume Recovery Analysis	2	ea	500	\$1,000.00
			TOTAL LIMITING AMOUNT FEE	\$7,471.00

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

April 16, 2024

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Project/Program Updates

- Fire Training Facility
- Water Tower Lighting
- Other

CC:

Enclosures:
