

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
August 6, 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) Congressman Gus Bilirakis
 - b) Inverness Fire Department - Training Facility Update
- 5) PUBLIC HEARINGS / WORKSHOPS**
- 6) OPEN TO THE PUBLIC**

The public is invited to speak. (Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)
- 7) CITY ATTORNEY REPORT**
- 8) CONSENT AGENDA**
 - a) Bill Listing*
 - b) Council Minutes* - 07/16/2024
- 9) CITY CLERK'S REPORT**
- 10) CITY MANAGER'S REPORT**

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
August 6, 2024 - 5:30 PM**

- a) Interlocal Agreement for Solid Waste Disposal – Renewal*
- b) FY 24-25 Commercial Sanitation Rates
- c) City Utility Fees and Charges Updates - Ordinance 2024-832 - First Reading*
- d) Landscape Maintenance RFP - 2024-01-DPW & Oak Ridge Cemetery 2024-02-DPW
- e) Downtown Landscape Architectural Services Proposal
- f) Project / Program Updates
 - FY 2025 Budget Development
 - Jeep Appreciation Event
 - Other

11) MAYOR & COUNCIL SUBJECTS / REPORTS

- a) Mayor Plaisted
- b) Councilwoman Bega
- c) Councilwoman Hepfer
 - Charter Officer Compensation Adjustment
- 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 -**
 - Back to School Bash
Thursday, August 8, 2024 from 6:00pm – 7:30pm
Depot Pavilion
 - Third Friday Car Show
Friday, August 16, 2024 from 5:00pm – 8:00pm

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
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Downtown Inverness

Under Siege Enterprises Presents – Murder on the Lido Deck

Friday, August 16, 2024 @ 7:30pm

Saturday, August 17, 2024 @ 3:30pm

Sunday, August 18, 2024 @ 3:30pm

Valerie Theatre

Market at the Depot

Saturday, August 17, 2024 from 9:00am – 1:00pm

Depot Pavilion

Inverness City Council Regular Meeting

Tuesday, August 20, 2024 @ 5:30pm

Valerie Theatre

Agenda Memorandum - *City of Inverness*

August 6, 2024

TO: Elected Officials
FROM: Bobby Bessler, Fire Chief
SUBJECT: Inverness Fire Department - Training Facility Update
CC: Eric Williams, City Manager, Susan Jackson, City Clerk
Enclosures:

As Council is aware, we are nearing completion of a live burn training facility for the Inverness Fire Department. The project has been a priority for completion in advance of an upcoming ISO rating review for the City. Today our residents enjoy the lowest ISO rating in Citrus County, however it can and will be better. How you ask?? This evening the Inverness Fire Department will present some points of interest and accomplishment as we look to the future ISO rating for the City.

Council should receive the presentation by Chief Bessler and discuss the points outlined leading to the much-needed cost reductions in property insurance premiums in the City. The Inverness Fire Department continues to be a hallmark of a Small Town Done Right.

Recommended Action – Verbal Update - No Action Required.

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

Eric C. Williams City Manager

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/24
		TOTALS FOR ACE HARDWARE CO OF INV INC				29.59
		TOTALS FOR CITRUS COUNTY CHRONICLE				181.96
		TOTALS FOR DUKE ENERGY				3,136.32
		TOTALS FOR MATTHEW GRAY				250.00
		TOTALS FOR HILLMAN SUPPLY COMPANY				68.18
		TOTALS FOR PENGUIN MANAGEMENT, INC.				1,066.00
		TOTALS FOR SUMTER ELECTRIC COOPERATIVE INC				674.15
		TOTALS FOR UNIFIRST CORPORATION				120.91
				REPORT TOTALS		5,527.11

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

July 16, 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
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 McBride and the Pledge of Allegiance was led by the City Council.

ACCEPTANCE OF AGENDA

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

PRE-SCHEDULED APPEARANCES

None

PUBLIC HEARINGS / WORKSHOP

5)a) City Council Full Budget Workshop – Public Notice DATE: March 1, 2024

PLEASE BE ADVISED **BUDGET RELATED WORKSHOPS FOR FY 2024/25** ARE CALLED FOR THE CITY COUNCIL OF THE CITY OF INVERNESS, AT 212 W. MAIN STREET, INVERNESS, FLORIDA, AS FOLLOWS:

April	2, 2024	5:30pm	Overview Workshop of Projects & Goals
May	7, 2024	5:30pm	Five-Year Capital Improvement Plan (CIP) Workshop
July	16, 2024	5:30pm	City-Wide Budget Workshop
Sept.	3, 2024	5:30pm	Tentative Budget Adoption - 1 st Public Hearing
Sept.	17, 2024	5:30pm	Final Budget Adoption - Final Public Hearing

/s/ Jacquie Hepfer
President of City Council

City Manager Williams began the 2024/25 full City-Wide Budget Workshop and presentation referencing the City's mantra, since 2020 of Plan, Fund, Execute with a proposed spending plan, proposed revenue sources, and goals and objectives.

Plan – proposed spending to increase 8.7% in operating expenditures in the General Fund over Fiscal Year 2024. The spending plan focuses on Capital Projects including roads and streets, infrastructure, expected levels of service, etc. It also addresses maintenance and growth of reserves to address maintaining existing assets. **All Funds** compared expenditures of FY2024 and FY2025, with total appropriated expenditures, transfers,

reserves, and balances – FY2024 \$64,475,845 and FY2025 \$87,590,890. **General Fund** expenditures of FY2024 and FY2025, with total appropriated expenditures, transfers, reserves, and balances – FY2024 \$26,907,695 and FY2025 \$34,397,682. City Manager Williams continued with **General Fund Reserves** referencing prepaid expenses, equipment, litigation, buildings, fire, infrastructure, etc. Comparison included FY2023 (actual) at \$10,879,802; FY2024 (projected) at \$13,609,330, and FY 2025 (projected) at \$20,509,330. **General Government Fund Balances** referencing ICRA – unreserved and CIP – unreserved with FY2023 (actual) at \$9,984,190; FY2024 (projected) at \$8,000,571, and FY 2025 (projected) at \$1,173,508. **Utility Fund Reserves and Fund Balance** were FY2023 (actual) at \$9,138,088; FY2024 (projected) at \$11,018,516; and 2025 (projected) at \$22,313,298. Councilwoman Bega questioned the use of reserves and the CIP with City Manager noting the CIP is separate. Councilman McBride questioned the American Rescue Plan funds required to be spent by December 31, 2024 with City Manager Williams clarifying the funds must be appropriated by December 31, 2024.

Fund – City Manager referenced that this budget was built using the Proposed Tentative Millage of 7.76. The total 2025 revenue came to \$41.7M. **All Funds Revenue Comparison** spoke to ad-valorem taxes, permits, grants, service charges, etc. with Total Revenues, Transfers and Balances for FY2024 at \$64,475,385 and FY2025 at \$87,590,890.

Execute – City Manager Williams spoke of spending geared toward specific accomplishments and return on investments; focus on Capital Improvement Projects that address citizen needs; and promoting operational efficiencies. **Functional Areas** – *General Government* will maintain staffing levels at competitive rates, project/growth management, lobbying efforts, grant, and cooperative funding, intergovernmental and community partnerships, and policy development and implementation. *Public Safety & Fire Dept.* will include volunteer recruitment and development, level of service/ISO rating, and utilization of revenue opportunities (grants). Enhanced Law Enforcement related to the Citrus County Sheriff's Office agreement. *Economic Development* noted incentive programs, CRA plan/annual report, infrastructure investment and Medical Arts District, *Transportation* addressed road resurfacing and improvement, multimodal, and infrastructure investment and partnerships. *Cultural Recreation* focused on marketing and programming that maintains and creates energy and momentum and continue public private partnerships (PPP) for events, vendors, and facility operators. *Physical Environment* will monitor management of parks system, parking and lighting improvements, and shared downtown sanitation. *Cemetery* addressed promotion of pre-need sales, landscaping enhancement, and intergovernmental and community partnerships.

City Manager Williams announced Public Hearings to adopt the Budget will be September 3, 2024 at 5:30pm for the tentative adoption hearing and September 17, 2024 at 5:30pm for the final adoption hearing. Councilwoman Lizanich was thankful for the increases in staff pay and questioned if the Charter Officers were included in the increase. City Manager Williams clarified that the Charter Officers were not included, as only the Councilmembers can alter the salary of a Charter Officer. Councilwoman Bega stated it is time to review and increase for the Charter Officers. Councilman McBride agreed stating the City has a healthy budget. Councilman Davis questioned if the millage rate could be reduced by even 1/10 of a point, equal to approx. \$66,000 drop, to make a statement to the

community. Would the budget remain sustainable? Council consensus was to bring it back at the next meeting with the change to be considered. The workshop was closed.

Council President Hepfer spoke of raising the salaries of the Charter Officers and of the normal protocol used in the past with the Council President meeting one on one with the City Manager, as well as with the City Clerk. Council consensus was for the Council President to follow the protocol and meet with each Charter Officer as soon as possible.

OPEN PUBLIC MEETING

Anna Loughridge of Crystal River spoke of behalf of the Say No to 4 political committee. Asked that Council seriously consider adopting the Resolution to officially oppose. Spoke of history and Nazi Germany, etc. Highlighted certain language in the Amendment and other cities and counties that have opposed the Amendment.

Sharon O'Donnell of Beverly Hills asked Council to adopt the Resolution to oppose Amendment 4 as it contains misleading language. Spoke of limit of government interference.

Mike O'Connell of Floral City stated Amendment 4 is deceptive and read excerpts of the language contained in the Amendment. Spoke of the Resolution.

John Labriola of Inverness asked at the next Council meeting that the Resolution be approved to condemn Amendment 4. Noted various governments that have adopted the Resolution. Spoke of the deceptive working in the Amendment. Asked that this be put on the agenda and spoke of public awareness.

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 07/02/2024*
 - Recommendation – Approval

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

CITY CLERK'S REPORT

None

CITY MANAGER'S REPORT

10)a) Resolution 2024-09 Residential Sanitation Rate – FY 2025* with City Manager Williams stating in March 2020, a solid waste and disposal service fee was implemented for each residential unit within the City that became effective 10/01/2020. The initial fee for FY 2021 was based on the rate study done by Tindale Oliver, with the recommendation that the fee be reviewed and adjusted annually based on costs such as the collection of residential waste by contract and an outside party, cost of providing the technical study, and administrative expenses related to the residential solid waste service. Staff reviewed the program cost for FY 2025 and recommended the residential solid waste fee be set at \$15.82 per residential cart, to be effective 10/1/2024 beginning with the September billing

cycle. Councilman McBride stated this was a very modest increase. **Councilwoman Bega motioned to have the Clerk read Resolution by title only. Seconded by Councilwoman Lizanich. The motion carried.**

RESOLUTION 2024 – 09

A RESOLUTION OF THE CITY COUNCIL OF INVERNESS, FLORIDA SETTING THE RESIDENTIAL SOLID WASTE AND DISPOSAL FEE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024 THRU SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilwoman Bega motioned to adopt Resolution 2024-09 roll-call vote. Seconded by Councilman Davis. Roll call vote was as follows: Councilwoman Bega, yes; Councilman Davis, yes; Councilman McBride, yes; Councilwoman Lizanich, yes; President Hepfer, yes. The motion carried.

10)b) 2024-2025 Florida Fire Fighters Assistance Grant Program* with City Manager Williams stating the Inverness Fire Department has had much success in receiving grants in the past. Florida Department of Financial Services Division of State Fire Marshal has issued a Notice of Funding Opportunity for the FY2024-25 Florida Firefighter Assistance Grant Program. The fire department is seeking approval to apply for this highly competitive grant to purchase 5 complete sets of turnout gear valued at \$20,489.15. There is no share cost or matching funds required for this grant. Fire Chief Bessler spoke of last year's success with grant funding for 5 SCBAs and noted the rising costs of bunker gear. **Councilman Davis motioned to authorize the City Manager to make application to the 2024-2025 Florida Assistance to Firefighters Grant as presented. Seconded by Councilwoman Bega. The motion carried.**

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

- First Annual Jeep Appreciation Day will be July 27 in the IGC parking lot from 1:00-6:00pm in Downtown in collaboration with the Downtown merchants.
- Proposed County MSTU for Law Enforcement Services will probably be tabled for this year by the Citrus County BOCC. Spoke of letter from County Administrator and explained the MSTU history and aspects.
- Cootertober is coming with lots of marketing in the near future.
- Other included July 3 event and appreciated the staff for an unbelievable event. Noting how the community and volunteers were involved in this hallmark event. Also, great concerts.

COUNCIL/MAYOR SUBJECTS

Councilman Davis spoke of the commercial businesses being separate from the residential sanitation rates. Thanked the citizens for their comments regarding Amendment 4.

Councilwoman Lizanich thanked everyone for coming and listening to the meeting and speaking at the meeting. July 3 event was amazing.

Councilman McBride thought the July 3 event was great except for the rain. The next Hernando/Citrus MPO meeting will be August 1, which he will be unable to attend, and Councilman Davis will go. Regarding the Amendment 4 and those that have spoken at the last

2 meetings of Council, he suggested deliberate thought should happen and a decision of Council action should be decided next meeting.

President Hepfer stated that July 3 was amazing and had a wonderful time. There have been several people still talking about the event. Questioned if there were any grant funding for the Depot District with City Manager stating no. Questioned who on staff research for grant opportunities with City Manager noting that everyone looks for those opportunities.

CITIZENS NOT ON AGENDA

Alicia McBratney of Inverness asked Council to not pass the referenced Resolution regarding Amendment 4. The topic of the matter is not a City Council issue. Everyone fears government interference and spoke of personal experience and health issues during pregnancy. All need the freedom to follow their faith and beliefs.

John Labriola agreed that health of the mother issues is important, but still asked the Council to pass the Resolution condemn Amendment 4.

Paul Hertensen stated he did not think the City should be involved with the Resolution and recommended to stay out and let the voters decide.

Mike O'Connell spoke about unborn being human beings and reiterated the details of the Amendment.

Meeting adjourned at 7:13 p.m.

City Clerk

Council President

Agenda Memorandum - *City of Inverness*

August 6, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Interlocal Agreement for Solid Waste Disposal – Renewal*

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

Enclosures: 1. City of Inverness 2024-25 SW Interlocal Agreement

The City and County have established a mutually beneficial relationship for the use of the County landfill for the City's solid waste disposal (garbage). The initial agreement executed on January 7, 2020, must be renewed annually to maintain the current relationship. The FY2023-2024 agreement renewal increased the contract rates to \$40.00 per ton for covered secured loads with no increase in surcharge for uncontained or uncovered waste consisting of a \$10.00 minimum charge plus \$10.00 per ton.

This year's renewal price is an increase of \$4.00 per ton applied to both roll off containers and covered secured loads. The total price per ton is \$44.00 for both roll off containers and covered secured loads under the revised agreement, which equates to a 10% increase. The uncontained waste surcharge remains unchanged at \$10.00 minimum charge plus \$10.00 per ton.

Given the success to date with the current approach to the City's solid waste disposal needs, it is recommended that we proceed to approve the interlocal agreement as presented. This agreement and rates therein would become effective October 1, 2024.

Recommended Action:

1. Motion and second to approve the Interlocal Agreement for FY 2024-25 with Citrus County for Solid Waste Disposal at the County Landfill and authorize the Council President to execute the document.
2. Deliberate the matter.
3. Vote the matter.

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

Eric C. Williams

**INTERLOCAL AGREEMENT
FOR THE DISPOSAL OF SOLID WASTE**

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

WITNESSETH:

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

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

WHEREAS, County has no objection to allowing City to utilize the Landfill at the covered secured load, per ton rate of \$44.00, roll-off container covered secured load, per ton rate of \$44.00 and an uncovered or uncontained waste surcharge consisting of a \$10.00 minimum charge plus a per ton rate of \$10.00, provided City brings all municipal solid waste to the landfill that it collects or contracts to have collected within the boundaries of the City of Inverness.

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

1. The above presented "Whereas" clauses are true, correct and are incorporated herein by reference.
2. The term "solid waste" as used in this Agreement shall be the same as the term is defined in Chapter 82, Citrus County Code.
3. County does hereby allow all solid waste generated within the City to be disposed of at the Citrus County Class I Sanitary Landfill Facility at the above described rates; the weight to be measured at the County's scales located at the Landfill facility. The tipping fees charged to the City shall be paid to County on a monthly basis and shall become due and payable on the 21st day of each month following the month of service.
4. The term of this Agreement shall be from October 1, 2024 until September 30, 2025. The Agreement may be renewed for subsequent one-year periods by mutual written consent of the parties. Any such renewal must be completed at least thirty (30) days prior to contract or renewal expiration.
5. This agreement shall also allow the residents of the City to dispose of Household Hazardous Waste at the same fee schedule provided to County residents.
6. In the event of breach of this Agreement by either party, both parties hereto shall be entitled to all remedies available to it at law or in equity including the right of specific performance of this Agreement. Any litigation with respect to this Agreement shall be filed in the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.
7. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if any to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; extraordinary breakdown of or damage to County's facilities or their equipment; court injunction or order; federal and/or state law

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

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

IN WITNESS HEREOF, the parties hereto have executed this Interlocal Agreement on this _____ day of _____ 2024.

ATTEST:

CITY OF INVERNESS

Susan Jackson, City Clerk

By: _____
Jacquie Hepfer, Council President

Date: _____

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

James Hartley, City Attorney

ATTEST:

CITRUS COUNTY, FLORIDA

Angela Vick, Clerk of Court

By: _____
Holly L. Davis, Chairman

Date: _____

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

Denise A. Dymond Lyn, County Attorney

Agenda Memorandum - *City of Inverness*

August 6, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: FY 24-25 Commercial Sanitation Rates

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

Enclosures: 1. FY 2024-25 Commercial Sanitation Rates

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

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

The City of Inverness maintains a good relationship with the County Landfill that allows for agreed upon rate of solid waste disposal as set annually within the Interlocal Agreement. As the interlocal agreement showed an increase in disposal of 10%, the City has adjusted the disposal fees for commercial rates accordingly.

The Commercial Sanitation Rates will accordingly be modified to meet these changes. Rates will become effective October 1, 2024. As the fees for sanitation charges are billed a month in advance, implementation of the rates would begin with the September Billing.

Recommended Action – Verbal Update

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

Eric C. Williams

City of Inverness 2024/25 Commercial Sanitation Rate Comparison

Container Size	Freq	Collection Rate	Franchise Fee	Disposal Fee	Service Fee	Total Monthly Fee 2023/2024
2 Yard	1X	\$ 65.11	\$ 6.51	\$ 10.29	\$2.00	\$ 83.91
	2X	\$ 130.22	\$ 13.02	\$ 20.58	\$2.00	\$ 165.82
	3X	\$ 195.33	\$ 19.53	\$ 30.87	\$2.00	\$ 247.73
	4X	\$ 260.44	\$ 26.04	\$ 41.15	\$2.00	\$ 329.64
	5X	\$ 325.55	\$ 32.56	\$ 51.45	\$2.00	\$ 411.55
	6X	\$ 390.66	\$ 39.07	\$ 61.73	\$2.00	\$ 493.46
3 Yard	1X	\$ 97.66	\$ 9.77	\$ 15.43	\$2.00	\$ 124.86
	2X	\$ 195.32	\$ 19.53	\$ 30.87	\$2.00	\$ 247.72
	3X	\$ 292.98	\$ 29.30	\$ 46.30	\$2.00	\$ 370.58
	4X	\$ 390.64	\$ 39.06	\$ 61.73	\$2.00	\$ 493.44
	5X	\$ 488.30	\$ 48.83	\$ 77.17	\$2.00	\$ 616.30
	6X	\$ 585.96	\$ 58.60	\$ 92.60	\$2.00	\$ 739.16
4 Yard	1X	\$ 130.21	\$ 13.02	\$ 20.58	\$2.00	\$ 165.81
	2X	\$ 260.42	\$ 26.04	\$ 41.15	\$2.00	\$ 329.61
	3X	\$ 390.63	\$ 39.06	\$ 61.73	\$2.00	\$ 493.43
	4X	\$ 520.84	\$ 52.08	\$ 82.29	\$2.00	\$ 657.22
	5X	\$ 651.05	\$ 65.11	\$ 102.88	\$2.00	\$ 821.04
	6X	\$ 781.26	\$ 78.13	\$ 123.46	\$2.00	\$ 984.85
6 Yard	1X	\$ 195.32	\$ 19.53	\$ 30.87	\$2.00	\$ 247.72
	2X	\$ 390.64	\$ 39.06	\$ 61.73	\$2.00	\$ 493.44
	3X	\$ 585.96	\$ 58.60	\$ 92.60	\$2.00	\$ 739.16
	4X	\$ 781.28	\$ 78.13	\$ 123.46	\$2.00	\$ 984.88
	5X	\$ 976.61	\$ 97.66	\$ 154.31	\$2.00	\$ 1,230.57
	6X	\$ 1,171.93	\$ 117.19	\$ 185.19	\$2.00	\$ 1,476.30
8 Yard	1X	\$ 260.42	\$ 26.04	\$ 41.15	\$2.00	\$ 329.61
	2X	\$ 520.84	\$ 52.08	\$ 82.29	\$2.00	\$ 657.22
	3X	\$ 781.26	\$ 78.13	\$ 123.46	\$2.00	\$ 984.85
	4X	\$ 1,041.68	\$ 104.17	\$ 164.62	\$2.00	\$ 1,312.47
	5X	\$ 1,302.11	\$ 130.21	\$ 205.76	\$2.00	\$ 1,640.07
	6X	\$ 1,562.53	\$ 156.25	\$ 246.91	\$2.00	\$ 1,967.68

Extra Dumps:		Collection Rate	Franchise Fee	Disposal Fee		Total Monthly Fee 2023
2 Yard		\$ 52.37	\$ 5.24	\$ 2.38		\$ 59.99
3 Yard		\$ 72.15	\$ 7.21	\$ 3.56		\$ 82.92
4 Yard		\$ 85.61	\$ 8.56	\$ 4.75		\$ 98.92
6 Yard		\$ 118.76	\$ 11.88	\$ 7.13		\$ 137.76
8 Yard		\$ 152.05	\$ 15.21	\$ 9.50		\$ 176.76

Monthly Small Commercial Container (Cart) Rates

	# of 96 gallon containers	Frequency (per week)	Weekly Volume (yards)	Collection Cost	Disposal Fee	Franchise	Acct Service Fee	Total 2023
Cart Rates 2x/Wk	1	2	0.95	\$27.34	\$3.28	\$2.73	\$2.00	\$35.35
	2	2	1.90	\$54.68	\$6.55	\$5.47	\$2.00	\$68.70
	3	2	2.85	\$82.03	\$9.82	\$8.20	\$2.00	\$102.05

City of Inverness Commercial Sanitation Rates (pg 2)
Effective Dates: (10/01/24-9/30/25)

Monthly Small Multi-Dwelling Commercial Container Rates *

	# of 96 gallon containers	Frequency (per week)	Weekly Volume (yards)	Collection Cost	Disposal Fee	Franchise	Acct Service Fee	Total 2023
Cart Rates 1x/Wk	1	1	0.48	\$13.66	\$1.64	\$1.37	\$2.00	\$18.67
	2	1	0.95	\$27.32	\$3.28	\$2.73	\$2.00	\$35.33
	3	1	1.43	\$40.98	\$4.91	\$4.10	\$2.00	\$51.99

Monthly Downtown Shared Compactor Rates

Business Classification	Base Fee	Collection Cost	Franchise Fee	Disposal Fee	Account Service Fee	Total Monthly Cost 2023
Office and Retail	\$10.65	\$15.36	\$1.54	\$2.46	\$2.00	\$32.01
Additional Office and Retail	\$2.66	\$3.83	\$0.38	\$0.63	\$2.00	\$9.50
Restaurants 1-49 chairs	\$31.02	\$44.74	\$4.47	\$7.19	\$2.00	\$89.43
Restaurants 50-99 chairs	\$61.66	\$88.92	\$8.89	\$14.31	\$2.00	\$175.79
Restaurants over 100 chairs	\$122.95	\$177.32	\$17.73	\$28.52	\$2.00	\$348.53

Agenda Memorandum - *City of Inverness*

August 6, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: City Utility Fees and Charges Updates - Ordinance 2024-832 - First Reading*

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

Enclosures: 1. BUSINESS IMPACT STATEMENT Ord. 2024-832
2. ORDINANCE 2024-832 Utility Fees
3. Public Notice Ad-CCC

At the June 18 Council meeting, an updated rate study for the City's water and wastewater utility was presented. The study looked at user fees and charges necessary to operate and maintain the system for the next five years. Following the presentation, Council provided direction that the resulting recommended rates be brought forward for formal adoption prior to the commencement of the FY 2025 budget.

This evening, Council will consider the first reading of an ordinance modifying the aforementioned rates in concert with revised costs of meter installations based on current prices for meters and supplies. Additionally, the proposed ordinance will better clarify the deposits and fees to be incurred when establishing services and when certain fees are to be applied.

It is recommended that Council proceed to approve the ordinance as presented on a first reading to make the directed and necessary adjustments to be implemented by the commencement of the FY 2025 budget.

Recommended Action –

1. Motion, Second, and vote to read Ordinance 2024-832 by title only.
2. Deliberate the matter.
3. Motion, Second, and vote to adopt Ordinance 2024-832 on first reading by roll call.

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

Eric C. Williams

Business Impact Estimate

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

Ordinance 2024-832 Utilities Charges and Fees

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

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

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

1. Summary of the proposed ordinances

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

The proposed ordinance re-words several sections for clarity and better defines cause of fees charged for water/sewer services. The proposed also increases fees associated with meter installation, and the water/sewer/reclaimed water usage rates and availability fees. A Utility Rate Study was performed to determine the increase in rates.

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

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

Business will experience an increase in usage and availability fees for water and sewer services received. Estimated impact for water/sewer usage and availability fees is 5% increase in monthly bills for first fiscal year and 4% increase for the next four years after. These increases are in accordance with the Utility Rate Study performed. Any business requesting a meter installation will also experience increased costs. Costs have increased in relation to the cost of meters and material, which is dependent on the meter size.

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

N/A. All fees provided have already previously been established. The changes to fees within the ordinance is rewording for clarity on the fee and/or increases the fee amount.

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

The City incurs increased costs to operate and maintain the Utility systems each year. The increased rates will provide the City the increase in revenue needed to continue to sufficiently operate the Utility system.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All businesses that are provided water/sewer services by the City.

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

The notice of meetings discussing proposed changes were included in monthly bills for service mailed to customers. The Ordinances are posted twice on the City of Inverness website for City Council agenda to set a public hearing and to hold the public hearing.

ORDINANCE NO. 2024-832

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING SECTION 22-91 OF THE CODE OF ORDINANCES ENTITLED CAPACITY CHARGES TO INCLUDE A NEW FEE SCHEDULE; AMENDING SECTION 22-92 OF THE CITY'S CODE OF ORDINANCES ENTITLED DEPOSITS; RETURN OF DEPOSITS; AND SERVICES WITHOUT DEPOSIT FOR CERTAIN CUSTOMERS TO ADD CLARIFICATION OF THE PROCESS FOR DETERMINING, COLLECTING, AND REFUNDING DEPOSITS; AMENDING SECTION 22-93 OF THE CITY'S CODE OF ORDINANCES ENTITLED PAYMENT OF FEES AND BILLS REQUIRED TO ADD CLARIFICATION ON PENALTIES AND FEES ASSOCIATED WITH PAYMENT OF BILLS; AMENDING SECTION 22-98 OF THE CITY'S CODE OF ORDINANCES ENTITLED BASIC RATE SCHEDULE FOR POTABLE WATER, SEWER AND RECLAIMED WATER SERVICE TO INCLUDE A NEW RATE SCHEDULE; PROVIDING FOR SEVERABILITY AND INTERPRETING THIS ORDINANCE; PROVIDING FOR INCLUSION INTO THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INVERNESS,

THIS _____ DAY OF _____, 2024 AS FOLLOWS:

Section 1. Section 22-91 of the Code of Ordinances entitled "Capacity charges" is hereby amended as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 2. Section 22-92 of the Code of Ordinances entitled "Utility deposits; return of deposits; service without deposit for certain customers" is hereby amended as set forth in Exhibit "B" attached hereto and made a part hereof.

Section 3. Section 22-93 of the Code of Ordinances entitled "Payment of fees and bills required" is hereby amended as set forth in Exhibit "C" attached hereto and made a part hereof.

Section 4. Section 22-98 of the Code of Ordinances entitled "Basic rate schedule for potable water, sewer and reclaimed water service" is hereby amended as set forth in Exhibit "D" attached hereto and made a part hereof.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 6. 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 7. Effective Date. This ordinance shall become effective immediately upon its adoption.

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

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

CITY OF INVERNESS, FLORIDA

Jacquie Hepfer, Council President

Robert Plaisted, Mayor

ATTEST:

Susan Jackson, City Clerk

Approved as to form and correctness:

Robert Batsel, City Attorney

EXHIBIT A

Sec. 22-91. Installation, Capacity, and Disconnection charges.

(a) Meter Installations/Connections for Water, Sewer, and Reclaimed Water:

- (1) Meter size and type must be approved by Public Works Director, the Community Development Director or their designee.
- (2) Water meter installation fees (meter, material, and labor).

Meter Size (inches)	Meter Installation Fee	Meter Size (inches)	Meter Installation Fee
$\frac{5}{8}'' \times \frac{3}{4}''$	\$632.00	2"	\$2,437.00
1"	\$783.00	Above 2"	Determined upon request by actual costs
1½"	\$2,024.00		

- a. *1" meter option:* An individual residential unit owner may request the meter be upgraded to a 1" meter for an additional four hundred four dollar (\$404.00) charge.
 - b. *Master meter option:* For five (5) or more residential units, a master meter may be requested. The meter size and request must be approved by the Public Works Director and the Community Development Director, or their designee.
 - c. There will be an additional charge for "long-side tap", where any street or road is crossed. The charge will be equal to the actual cost of the materials, labor, and equipment used for crossing the street or road as determined by the Public Works Director, or his designee.
- (3) The size of the building lateral must be approved by the Public Works Director and the Community Development Director, or their designee.
 - (4) No sewer service shall be connected until the plumbing and connections incident thereto shall have been inspected and approved by the Community Development Director and the Public Works Director, or their designee.
 - (5) All meters and appurtenances thereto shall be and remain the property of the City, except as otherwise specified herein.
 - (6) Where meters or appurtenances are broken or damaged by the negligence of the owners, tenants or occupants of the premises, the cost of repair or replacement to include administrative overhead, shall be paid by the owner, tenant or occupant of the premises; These charges shall be included on the next monthly bill for services and are subject to the guidelines established in Sec. 22-93.

(b) Capacity Fees:

(1) Water Capacity fees (based on meter size).

Meter Size (inches)	Commercial Unit Capacity Fee	Meter Size (inches)	Commercial Unit Capacity Fee
$\frac{5}{8}'' \times \frac{3}{4}''$	\$710.00	2" compound	\$1,780.00
1"	\$920.00	3"	\$3,340.00
1½"	\$1,210.00	4"	\$4,190.00
2"	\$1,630.00	6"	\$6,320.00

- a. *Master meter option:* Upon approval, a master meter may be used for five (5) or more residential units. The capacity fee for a meter will be inclusive of the unit rate listed above per residential unit served by master meter.
- (2) Sewer Capacity fees (based on meter size)
- a) Residential unit capacity fee: Two thousand seven hundred twenty dollars (\$2,720.00) per residential unit lateral, whether a single connection or manifold.
 - b) Commercial unit capacity fee (based on the size of sewer lateral leaving the building):

Lateral Size	Commercial Unit Connection Fee
3 inch or 4 inch	\$2,720.00

6 inch	\$5,980.00
8 inch and above	\$8,700.00

- (3) Residential or commercial capacity fees, for water or sewer, outside the City limits will be one hundred twenty-five percent (125%) of the above-listed cost.
- (4) Capacity fees shall not apply to reclaimed water connections.
- (5) Installment payment of capacity fees:
 - (a) The water and sewer capacity fees shall be paid either in one lump sum or in equal monthly installments calculated and based upon a forty-eight-month term which shall include costs plus eight percent (8%) interest per annum. There shall be no prepayment penalty.
 - (b) The property owner shall execute a contract with the City which will provide for interest being accrued on the unpaid balance of the fee, and for the acceleration of the remaining balance due after a sixty-day period of default. The contract shall also reflect that enforcement by the City shall result in a claim for prejudgment interest, court costs, and reasonable attorney fees, and that the capacity fees shall constitute a lien on the property pursuant to F.S. § 159.17. This remedy shall be cumulative with that provided by general law. The initial interest rate accrued on the unpaid balance of the connection fee shall be eight percent (8%) per annum, or as established by City Council. A one-time contract setup fee of two percent (2%) of the installment agreement principal balance will be charged at the time of contract execution.
 - (c) Should this property (owner's property) be sold or transferred during the term of this contract, then all sums still owed shall be accelerated, and immediately due and payable in full.
- (e) Service disconnection for building demolition, removal, or temporary disconnection.
 - (1) "Turn Off": The owner, tenant, or occupant on record may request that water/sewer services to their meter be turned off. This request is subject to turn-off fees as described in Sec. 22-93 (6).
 - a. Upon request of turn-off, the Public Works Department will turn off the meter. Turning off a meter will only stop the usage of water. The customer will continue to receive a monthly bill which will include a monthly availability charge, but should no longer incur charges for water/sewer usage beyond the date the meter was turned off.
 - b. Turn on fees, as described in Sec. 22-93 (5) shall be assessed to resume water/sewer services if the request for turn on is a different date/time than turn off. At this time the customer will resume incurring charges for water/sewer usage. Turn on fees may be waived in instances where the turn off and turn on are performed in the same visit to customer residence.
 - (2) "Paid Inactive": The owner of record who has a City water meter installed to service their property and/or has property connected to a City water/sewer line and wishes to have service discontinued, shall be assessed a seventy-five-dollar (\$75.00) fee (paid-inactive fee) for the discontinuation of said service and related availability fees, notwithstanding any other provision of this chapter to the contrary.
 - a. Upon written request of disconnection, the Public Works Department will turn off and lock, or at City's discretion remove, the meter and services will be made inactive. Customer will receive a bill for charges incurred, but not yet billed, through date of request. Future bills will not be issued for usage and availability until the customer submits a request for re-establishment of services.
 - b. To qualify for Paid-Inactive status, the customer must maintain a \$0.00 balance due inclusive of Paid-Inactive fee. Should the payment of the "final" bill and/or Paid-Inactive fee not to be paid by the due date of the "final" bill, account will not be considered to be in paid-inactive status. The meter will be considered turned off and the account will continue to receive monthly availability charge. Customer will need to resubmit a written request for disconnection and satisfy any balance due in order for the account to be considered in paid-inactive status.
 - c. A seventy-five-dollar (\$75.00) fee (paid-inactive fee) shall be assessed to the property owner to reconnect discontinued service, notwithstanding any other provisions of this chapter to the contrary. Public Works will remove lock and turn on meter and charges for services and availability will resume.

- (3) Moving of existing water meter or sewer lateral. In the event an existing water meter or sewer lateral must be relocated to accommodate the customer, the charge for the relocation shall be determined by the public works director on a case-by-case basis. The basis for the relocation charge calculated by the public works director shall be the actual costs of labor, materials, equipment and administrative overhead.

EXHIBIT B

Sec. 22-92. Deposits and Fees for Establishing Services

- (a) Prior to beginning services, a deposit shall be required from all customers as outlined below. In addition, a twenty-dollar (\$20.00) fee will be charged to establish (turning on) services in customers name (CID).
- (b) The deposit for residential units shall be based on the applicant's credit information received during a credit screening. Each applicant must have a credit screening completed, unless they are able to meet an exemption as listed in subsection (f) below.
 - (1) Owner applicants, either owning a home or who are in the process of purchasing a home, shall include all persons as stated on the deed as an applicant and each person must be screened. The City's deposit decision will be based the credit worthiness of the applicant who poses the greater credit risk.
 - (2) Tenant applicants will include all persons responsible for the lease of the unit as an applicant and each person shall be screened. The City's deposit decision will be based the credit worthiness of the applicant who poses the greater credit risk.
 - (3) Applicants are to provide a state-issued photo identification card for credit screening purposes. The City cannot demand that an applicant provide their social security number as a requirement for service; however, if credit information cannot be secured by the state identification number, the customer must either provide a valid social security number to obtain the credit screen or pay the maximum deposit for their account classification.
 - (4) A service applicant who provides a social security number that is returned as deceased, non-issued, belonging to a person under the age of eighteen (18), or belonging to a person other than the applicant, or is fraudulent shall be denied service until that person supplies a valid social security number and a federal or state government issued photo identification card.
 - (5) The City will not accept letters of credit in lieu of credit screening an applicant.
 - (6) An applicant who has declared bankruptcy will be considered a substantial credit risk and shall be required to pay a maximum deposit.
 - (7) Any applicant who has an unpaid utility bill from another jurisdiction and is returned as part of their credit record will be considered a significant credit risk and shall be required to pay a maximum deposit.
 - (8) An adverse action letter will be printed and given to each applicant who is denied service or charged a deposit. The Federal Trade Commission and the Fair Credit Reporting Act mandate that a consumer who is charged a deposit based upon their credit information be given notification as to where that information was obtained and detailed procedures as to how they might dispute the information.
 - (9) City staff shall not have access to an applicant's detailed credit report and will only be provided with the deposit decision and listing of unpaid utilities in other governmental and utility jurisdictions.
 - (10) A five-dollar (\$5.00) charge will be applied for each applicant requiring credit screening in order to cover the investigation costs of the application.
- (c) Deposit schedule for establishing services:
 - (1) Residential (per unit):
 - a. *Owner/Tenant-occupied:*

	Owner Occupied			Tenant Occupied		
Return on Credit Screening	Water	Sewer	Water & Sewer	Water	Sewer	Water & Sewer
Substantial Credit Risk	\$90.00	\$135.00	\$225.00	\$120.00	\$ 180.00	\$300.00
Minimal Credit Risk	\$60.00	\$90.00	\$150.00	\$60.00	\$90.00	\$150.00
No Credit Risk	\$0.00			\$0.00		
Maximum Deposit is \$300.00						

- b. Developers and building contractors are to pay a \$100.00 deposit per unit. Developers/building contractors are not qualified for waiver of deposits.

- c. Property management companies must establish an escrow containing a \$200.00 for all properties under management. Property management companies are not qualified for waiver of deposits.
- (2) Commercial establishments including multiple units under a master meter; service station; drug stores; cafeterias and restaurants; industrial users and any commercial users may be required to pay a deposit which will be the greater of one hundred fifty dollars (\$150.00) or an estimate of the equivalent of two (2) months' water and sewer charge with such estimate to be determined by the finance department.
- (3) Outside-City deposits, and maximum deposit amounts, shall be one hundred twenty-five percent (125%) of those listed in subsections (1) and (2).
- (d) If a customer should be disconnected for non-payment on two or more occasions in any fiscal year (October—September) said customer shall be required to pay an additional twenty-five dollars (\$25.00) deposit for each two occurrences to a maximum deposit of three hundred dollars (\$300.00) for in-City customers and three hundred seventy-five dollars (\$375.00) for outside City customers per service location.
- (e) All utility deposits collected by the City pursuant to this chapter will be maintained in a non-interest-bearing account. The City will not pay interest on customer deposits.
- (f) The following customers shall be exempt from certain items stated above relating to deposits and credit checks:
 - (1) A current residential customer who is transferring services from one location within the City to another, using the same Customer ID (CID), is exempt from a credit check. A deposit may be transferred from one service location to another providing the services remain in the name of the person or entity that made the initial deposit. Any unpaid balances from the former account can be transferred to the new account, pursuant to Sec. 22-94(4).
 - (2) A current residential customer who is establishing services at an additional location is exempt from a credit check if they meet all requirements for a deposit refund outlined in sec. 22-92(f)(1). If the customer meets the requirement, they will be considered "No Risk" and no deposit is needed.
 - (3) An applicant that is a former customer, whether using the same or different CID, that has unpaid balances, or balances written off by the City as uncollectable, for prior services shall be considered a substantial credit risk. A credit screening is not needed. In addition, The City shall not allow another utility account to be opened by the customer at another location until all amounts owed have been paid in full.
 - (4) Agencies of the United States of America, the State of Florida, County, other municipalities, or other public bodies, corporate and politic, etc. pursuant to law, shall be exempt from the payment of security deposits, provided that such agencies shall be subject to all other fees and charges.
 - (5) Customers that obtain a payment guarantee/voucher from a City recognized organization are exempt from collection of deposit prior to starting services. The deposit can be charged to the customer to be issued on their first bill.
 - (6) Nothing contained herein shall be construed to prevent the City from requiring a deposit from any customer who shall become delinquent in payments while on a waived or refunded deposit status. Such deposit should be in accordance with the schedule outlined above.
- (g) Refund of Deposits:
 - (1) Residential customers may be entitled to a deposit refund prior to the termination or transfer of services. The refund will be applied to the customer's current account balance and any deposit in excess will be a credit on the customer's account. To qualify, all of the below statements must be true.
 - a. Customer's payments have not been delinquent in the past twenty-four (24) months,
 - b. Customer has not had a returned payment in the last twenty-four (24) months,
 - c. Customer has not been disconnected (shut-off), within the last twenty-four (24) months,
 - d. Customer has not tampered with the meter in the last thirty-six (36) months,
 - e. Customer has not used service in a fraudulent or unauthorized manner within the past thirty-six (36) months,
 - f. Customer is the owner of the residential unit,
 - g. Customer has submitted a written request of refund.

1. Customer may request the refund as paper check instead of account credit. However, the check amount will only be the deposit amount in excess of the current balance due.
- (2) When terminating service, if not already refunded or transferred to new service location, the deposit shall be applied to the customer's account after the issuance of the final bill. If the deposit is greater than the balance due, a refund shall be issued to the customer in the form of a check for the amount for the deposit not applied to the final balance due.
- (h) If a customer should be disconnected for non-payment on two or more occasions in any fiscal year (October—September) said customer shall be required to pay an additional twenty-five dollars (\$25.00) deposit for each two occurrences to a maximum deposit of three hundred dollars (\$300.00) for in-City customers and three hundred seventy-five dollars (\$375.00) for outside City customers per service location

Notwithstanding the foregoing, if subsequent to the refund of the deposit to the residential customer, the customer shall become delinquent for a period in excess of thirty (30) days; the City may require the customer to pay a new deposit within fifteen (15) days of written notice. If the deposit remains unpaid after fifteen (15) days of notice, the City reserves the right to discontinue service until such deposit is paid in full. Said deposit shall also be subject to refund in accordance with the provisions of this section.

EXHIBIT C

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

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

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

EXHIBIT D

Sec. 22-98. Basic rate schedule for potable water, sewer and reclaimed water service.

(a) The basic monthly rate for each unit for potable water where service shall be available shall be as follows:

(1) *Inside City:*

a. *Residential service:*

Description	October 1, 2024	October 1, 2025	October 1, 2026	October 1, 2027	October 1, 2028
Water availability fee (all meters)	\$9.61	\$10.00	\$10.40	\$10.82	\$11.26
Water usage fees (per thousand gallons)					
0—10,000 gallons	\$2.74	\$2.85	\$2.97	\$3.09	\$3.22
10,001—20,000 gallons	\$2.95	\$3.07	\$3.20	\$3.33	\$3.47
20,001—30,000 gallons	\$3.21	\$3.34	\$3.48	\$3.62	\$3.77
Above 30,000 gallons	\$3.84	\$4.00	\$4.16	\$4.33	\$4.51

b. *Commercial:*

Description	October 1, 2024	October 1, 2025	October 1, 2026	October 1, 2027	October 1, 2028
Water Availability Fee (By Meter)					
¾" meter	\$10.14	\$10.55	\$10.98	\$11.42	\$11.88
1" meter	\$25.38	\$26.40	\$27.46	\$28.56	\$29.71
1½" meter	\$50.77	\$52.80	\$54.92	\$57.12	\$59.41
2" meter	\$81.22	\$84.47	\$87.85	\$91.37	\$95.03
3" meter	\$162.46	\$168.96	\$175.72	\$182.75	\$190.06
4" meter	\$253.77	\$263.92	\$274.48	\$285.46	\$296.88
6" meter	\$507.57	\$527.88	\$549.00	\$570.96	\$593.80
Water usage fees (per thousand gallons)					
0—10,000 gallons	\$2.74	\$2.85	\$2.97	\$3.09	\$3.22
10,001—20,000 gallons	\$2.95	\$3.07	\$3.20	\$3.33	\$3.47
Above 20,000 gallons	\$3.21	\$3.34	\$3.48	\$3.62	\$3.77

(2) *Outside City:* One hundred twenty-five percent (125%) of the rates set forth in section 22-98(a)(1) or section 22-98(a)(2).

(b) The basic monthly rate for sewer service shall be as follows:

(1) *Inside City:*

a. *Residential:*

Description	October 1, 2024	October 1, 2025	October 1, 2026	October 1, 2027	October 1, 2028
Sewer availability fee (all meters)	\$17.95	\$18.67	\$19.42	\$20.20	\$21.01
Sewer usage fees (per thousand gallons)					
0—15,000 gallons	\$6.37	\$6.63	\$6.90	\$7.18	\$7.47
Above 15,000 gallons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

b. *Commercial:*

Description	October 1, 2024	October 1, 2025	October 1, 2026	October 1, 2027	October 1, 2028
Sewer Availability Fee (By Meter)					
¾" meter	\$23.62	\$24.57	\$25.56	\$26.59	\$27.66
1" meter	\$58.98	\$61.34	\$63.80	\$66.36	\$69.02
1½" meter	\$118.11	\$122.84	\$127.76	\$132.87	\$138.19
2" meter	\$188.88	\$196.44	\$204.30	\$212.48	\$220.98
3" meter	\$377.62	\$392.73	\$408.44	\$424.78	\$441.78
4" meter	\$590.17	\$613.78	\$638.34	\$663.88	\$690.44
6" meter	\$1,180.16	\$1,227.37	\$1,276.47	\$1,327.53	\$1,380.64
Sewer usage fees (per thousand gallons)					
All metered water use	\$6.37	\$6.63	\$6.90	\$7.18	\$7.47

- (2) *Outside City:* One hundred twenty-five percent (125%) of the rates set forth in section 22-98(b)(1) and section 22-8(b)(2).
- (3) In the event any meter is damaged, destroyed or fails to register, the consumer will be billed for the period involved but not to exceed thirty-six (36) months, on a basis of the average water consumption for the preceding six (6) months of actual usage.

(c) Basic monthly charges for reclaimed water shall be as follows:

(1) *Residential:*

Description	October 1, 2024	October 1, 2025	October 1, 2026	October 1, 2027	October 1, 2028
Reclaimed usage fees (per thousand gallons)					
<i>All metered water use</i>	<i>\$0.63</i>	<i>\$0.66</i>	<i>\$0.69</i>	<i>\$0.72</i>	<i>\$0.75</i>

- (2) Commercial service will be in accordance with a contract negotiated by the City of Inverness or designee and approved by the City Council.
- (3) Availability fees do not apply to reclaimed water.

(d) Annual rate adjustment by index-water availability and usage.

- (1) Effective and commencing on October 1, 2029, and for each annual anniversary thereafter, there shall be an automatic water rate adjustment based upon and equal to the then-current percentage increase of the Florida Public Service Commission Deflator Index. In the event that the Deflator Index exceeds three percent (3%), the proposed increase in water rates shall be presented to City Council for approval. The automatic rate adjustment provided herein shall not preclude the City Council from increasing or decreasing the water rates as deemed necessary or appropriate at any time.

(e) Annual rate adjustment by index-sewer availability and usage.

- (1) Effective and commencing on October 1, 2029, and for each annual anniversary thereafter, there shall be an automatic sewer rate adjustment based upon and equal to the then-current percentage increase of the Florida Public Service Commission Deflator Index. In the event that the Deflator Index exceeds three (3) per cent, the proposed increase in sewer rates shall be presented to City Council for approval. The automatic rate adjustment provided herein shall not preclude the City Council from increasing or decreasing the sewer rates as deemed necessary or appropriate at any time.

(f) Annual rate adjustment by index-residential reclaimed water usage charges.

- (1) Effective and commencing on October 1, 2029, and for each annual anniversary thereafter, there shall be an automatic residential reclaimed water rate adjustment based upon and equal to the then-current percentage increase of the Florida Public Service Commission Deflator Index. In the event that the Deflator Index exceeds three percent (3%), the proposed increase in sewer rates shall be presented to City Council for approval. The automatic rate adjustment provided herein shall not preclude the City Council from increasing or decreasing the reclaimed water rates as deemed necessary or appropriate at any time.

PUBLIC NOTICE OF PROPOSED ENACTMENT

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

ORDINANCE NO. 2024 – 832

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING SECTION 22-91 OF THE CODE OF ORDINANCES ENTITLED CAPACITY CHARGES TO INCLUDE A NEW FEE SCHEDULE; AMENDING SECTION 22-92 OF THE CITY'S CODE OF ORDINANCES ENTITLED DEPOSITS; RETURN OF DEPOSITS; AND SERVICES WITHOUT DEPOSIT FOR CERTAIN CUSTOMERS TO ADD CLARIFICATION OF THE PROCESS FOR DETERMINING, COLLECTING, AND REFUNDING DEPOSITS; AMENDING SECTION 22-93 OF THE CITY'S CODE OF ORDINANCES ENTITLED PAYMENT OF FEES AND BILLS REQUIRED TO ADD CLARIFICATION ON PENALTIES AND FEES ASSOCIATED WITH PAYMENT OF BILLS; AMENDING SECTION 22-98 OF THE CITY'S CODE OF ORDINANCES ENTITLED BASIC RATE SCHEDULE FOR POTABLE WATER, SEWER AND RECLAIMED WATER SERVICE TO INCLUDE A NEW RATE SCHEDULE; PROVIDING FOR SEVERABILITY AND INTERPRETING THIS ORDINANCE; PROVIDING FOR INCLUSION INTO THE CODE AND PROVIDING FOR AN EFFECTIVE DATE.

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

Adoption Public Hearing – Tuesday, August 20, 2024

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

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

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

Attest: _____
City Clerk

President of City Council

Agenda Memorandum - *City of Inverness*

August 6, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Landscape Maintenance RFP - 2024-01-DPW & Oak Ridge Cemetery 2024-02-DPW

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

Enclosures:

The City released a Request for Proposals (RFP) regarding the Oak Ridge Cemetery and 48 city-owned properties (satellite parks, drainage retention areas, lots, certain medians, and utility facilities) for landscape and mowing services. Sealed bids were received and read aloud on July 19, 2024. Below is a summation of each submittal that was verified and tabulated with the total project proposal amounts shown.

Oak Ridge Cemetery

Contractor	Total Bid Amount
Lawn Enforcement Agency	\$69,768.00
EarthScapes Unlimited, Inc.	\$122,958.00

Landscape Management

Contractor	Total Bid Amount
Lawn Enforcement Agency	\$90,876.00
EarthScapes Unlimited, Inc.	\$137,302.67

Staff reviewed the submittals for responsiveness and proposed pricing. Based on the FY 2025 proposed budget of \$139,000, which includes an increase from the current contracted services, it is recommended that Council reject all bids as the minimum total bid of **\$160,644.00** significantly exceeds the proposed budget. It is recommended that Council consider providing consensus direction to move forward with having the needed service performed by City staff versus a contractor. Based on the proposed budget the City will be able to perform the work with no increase to the proposed budget for the FY 2025.

Recommended Action-

1. Motion and second to reject all bids for Landscape Management and Oak Ridge Cemetery lawn maintenance.
2. Deliberate the matter.
3. Vote on the matter.
4. Discuss and provide consensus direction to having the needed landscape maintenance service from the RFP be performed by City staff vs a contractor for the FY 2025.

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

Eric C. Williams

Agenda Memorandum - *City of Inverness*

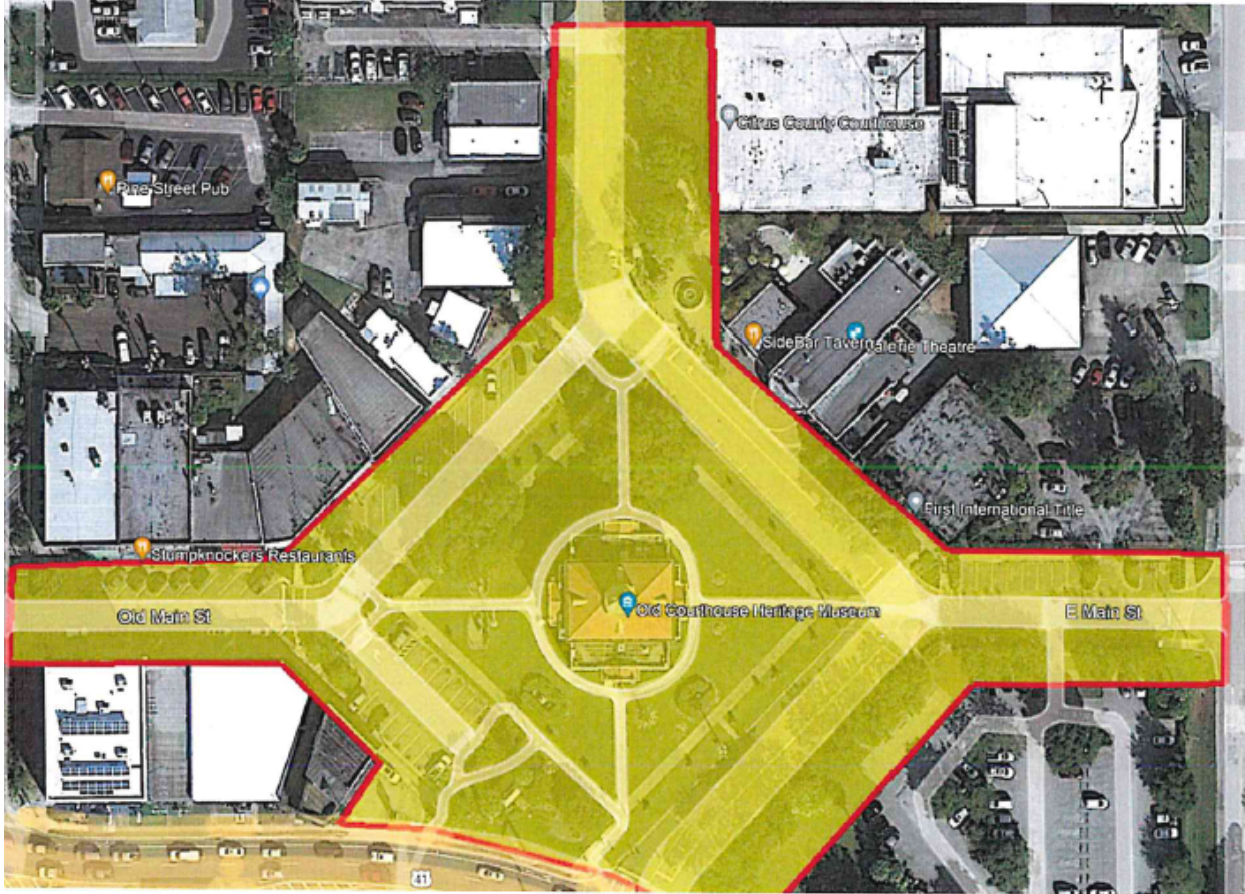
August 6, 2024

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Downtown Landscape Architectural Services Proposal
CC: Susan Jackson, City Clerk, Christopher Shoemaker, Director of Community Development
Enclosures: 1. 5.6 Encl Agreement for Landscape Architecture Services

As Council is aware, it has been many years since the first streetscape CDBG projects took shape in the historic downtown. These successful endeavors reshaped the town and brought about much energy and investment. However, the landscaping is due for a much-needed update/redesign. Staff have been working in conjunction with the County to develop a new landscaping approach for the downtown to include the Historic Courthouse Grounds. The scope of work will evaluate the existing landscape improvements as shown on the map below and develop an updated landscape design therein. The goal is to improve the appearance with a blended and coordinated landscape theme.

General Project Location:

North Pine Avenue (between SR 44 / US 41 & Tompkins)
West Main Street (between North Pine Avenue and Courthouse Square)
Courthouse Square (within road rights of way)
City of Inverness Signage (area near south corner of Courthouse Square)
Cooter Turtle Art Project Locations
Courthouse Square (green space surrounding Historic Courthouse)



Staff received a proposal from Mr. Paul Gibbs, Landscape Architect, Community Land Design, Inc (CLD). Mr. Gibbs previously worked in Citrus County which included a downtown Inverness streetscape project. The professional design fees for this work total \$31,500 with a proposed cost share of \$24,500 for the City and \$7,000 from Citrus County.

Staff are pursuing funding for the purchase and installation of the new landscaping. At this time, we may only estimate costs until the project design and plan submittal is complete. Once received the plans will be put out for public bid. We have included a line item in the Inverness Community Redevelopment Authority FY 25 budget for the installation work and that amount will be adjusted to reflect the lowest responsible bid.

There are two complimentary efforts moving forward to further improve the appearance of the downtown. First is the downtown lighting initiative with the installation of 28 colored lighting fixtures. These lights are computer controlled and may be adjusted for color and beam pattern that may be changed to reflect the season or event. Second is the installation of seven (7) artist-painted aluminum cooler turtles in the downtown area.

Recommended Action

1. Allow Staff to Present
2. Motion and second to approve the proposal from Community Land Design, Inc, as presented and authorize the City Manager to execute the document.
3. Deliberate the Matter

4. Vote the Matter



AGREEMENT for SERVICES

Landscape Architecture Services

PROJECT NAME:

Inverness Downtown Streetscape Update Project

PROJECT LOCATION:

North Pine Avenue (between SR 44 / US 41 & Tompkins Avenue)
West Main Street (between North Pine Avenue and Courthouse Square)
Courthouse Square (within road right of ways)
City of Inverness Signage (area near south corner of Courthouse Square)
Cooter Turtle Art Project Locations
Courthouse Square (green space surrounding Historic Courthouse)

CLIENT:

City of Inverness

PROJECT DESCRIPTION:

The purpose of this project is to evaluate the existing landscape improvements within the streetscape areas described above and to make recommendations for landscape improvements. Some of the areas of concern identified by City Staff includes tree root damage to sidewalk areas, visibility at intersections and maintenance. In addition, there is a goal to create a more uniform landscape appearance between the streetscape areas and Courthouse Square which is owned by Citrus County. Currently, the Courthouse Square has minimal landscape improvements.

LANDSCAPE ARCHITECTURE SERVICES:

Community Land Design, Inc. (CLD) shall provide the following services for the streetscape update project:

1. CLD will utilize available AutoCAD & PDF files of the project areas from previous streetscape improvement projects to represent the current streetscape & landscape improvements. CLD will use and modify the existing files as needed to create a project basemap upon which the proposed improvement plans will be prepared. No new survey will be required for these areas.

2. The Courthouse Square (county owned property surrounding the historic courthouse) will require a survey to be provided by Citrus County. The cost of this survey is not included in this Agreement.
3. CLD will evaluate the existing landscape improvements and make recommendations regarding existing landscape improvements to remain or to be replaced. These recommendations will be reviewed with City Staff before proceeding with the improvement plans. Recommended plant materials will be reviewed and approved prior to proceeding to the landscape improvement plans.
4. CLD shall prepare landscape improvement plans for the project area. The landscape plans will show the location and species of proposed landscape materials (trees, shrubs, ground covers). Material quantities, installed landscape material size and spacing requirements will be depicted on the landscape plan materials schedule. Planting notes, general specifications and planting details will be provided on the improvement plans. Preparation of a separate specifications document is not included in this scope of services.
5. CLD shall prepare a site furnishings plan for improvements such as bike racks, benches and trash receptacles. This plan will show the proposed locations and details for the site furnishings. Furnishings are proposed to match those already installed in the downtown area.
6. CLD will prepare landscape and/or hardscape design options for the Cooter Turtle Art installation locations. The approved plan options will be depicted on the improvement plans.
7. CLD shall prepare general performance specifications for the irrigation systems, if applicable. Preparation of irrigation plans is not included in this scope of services.
8. CLD shall attend the following meetings upon request:
 - a. Project design review with City Staff
 - b. Information gathering meetings with interested stakeholders. These meetings to be coordinated at the direction of the City and may include local business owners, Cooter Turtle Artists, Historic Society and Citrus County representatives for Courthouse Square area.
 - c. City board meetings.
9. CLD will prepare an opinion of probable construction cost for the proposed improvements.
10. The City of Inverness will administer the bidding for this project. CLD's services during the bidding phase will be limited to:
 - a. Assisting the City with responses to bidders questions for clarification during the bid period.
 - b. Reviewing the bids and assisting with the ranking of the proposals submitted.
11. CLD will provide limited construction phase services including:
 - a. Assisting the City with responses to contractors questions during the construction period.
 - b. One intermediate construction observation field visit
 - c. Providing a substantial completion project walk through and create a final punch list for completion.

DELIVERABLES:

CLD shall provide the client with PDF files of all work products. Other file types available upon request. Final plans will be electronically signed and sealed.

CONDITIONS AND EXCLUSIONS:

1. *Excluded: Irrigation design*
2. *Excluded: Lighting & electric design*
3. *Excluded: Drainage and utility improvements*
4. *Excluded: Permitting services (to be provided by selected contractor)*

PROJECT SCHEDULE:

1. The projected project start date is August 5, 2024
2. The projected plans completion date is October 31, 2024 (This date may vary depending on the period of plans review by others as well as the potential scheduling with interested stakeholders and City review Boards)

PAYMENT TERMS:

The Professional Fees for the above described services will be billed monthly based upon the percentage completion of the above describe services. Additional requested services, if applicable, will be billed hourly at a rate of \$175.00 per hour. Payments are due within 30 calendar days from the invoice date. For accounting purposes, the fee for the County owned Courthouse Square is listed separately.

- City property areas: \$22,400.00 (twenty two thousand four hundred dollars)
- County property areas: \$9,100.00 (nine thousand one hundred dollars)
- TOTAL FEE PROPOSAL: \$31,500.00 (thirty one thousand five hundred dollars)

Agreement: Signature by Client and Consultant below shall indicate agreement to the terms of this Contract.

Paul Gibbs

Client Signature

Community Land Design, Inc.

Date

July 1, 2024

Date

Agenda Memorandum - *City of Inverness*

August 6, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Project / Program Updates

- FY 2025 Budget Development
- Jeep Appreciation Event
- Other

CC: Christopher Shoemaker, Director of Community Development

Enclosures: 1. Update Painted Cooter Turtle Project

Project Update Painted Cooter Turtle Installation

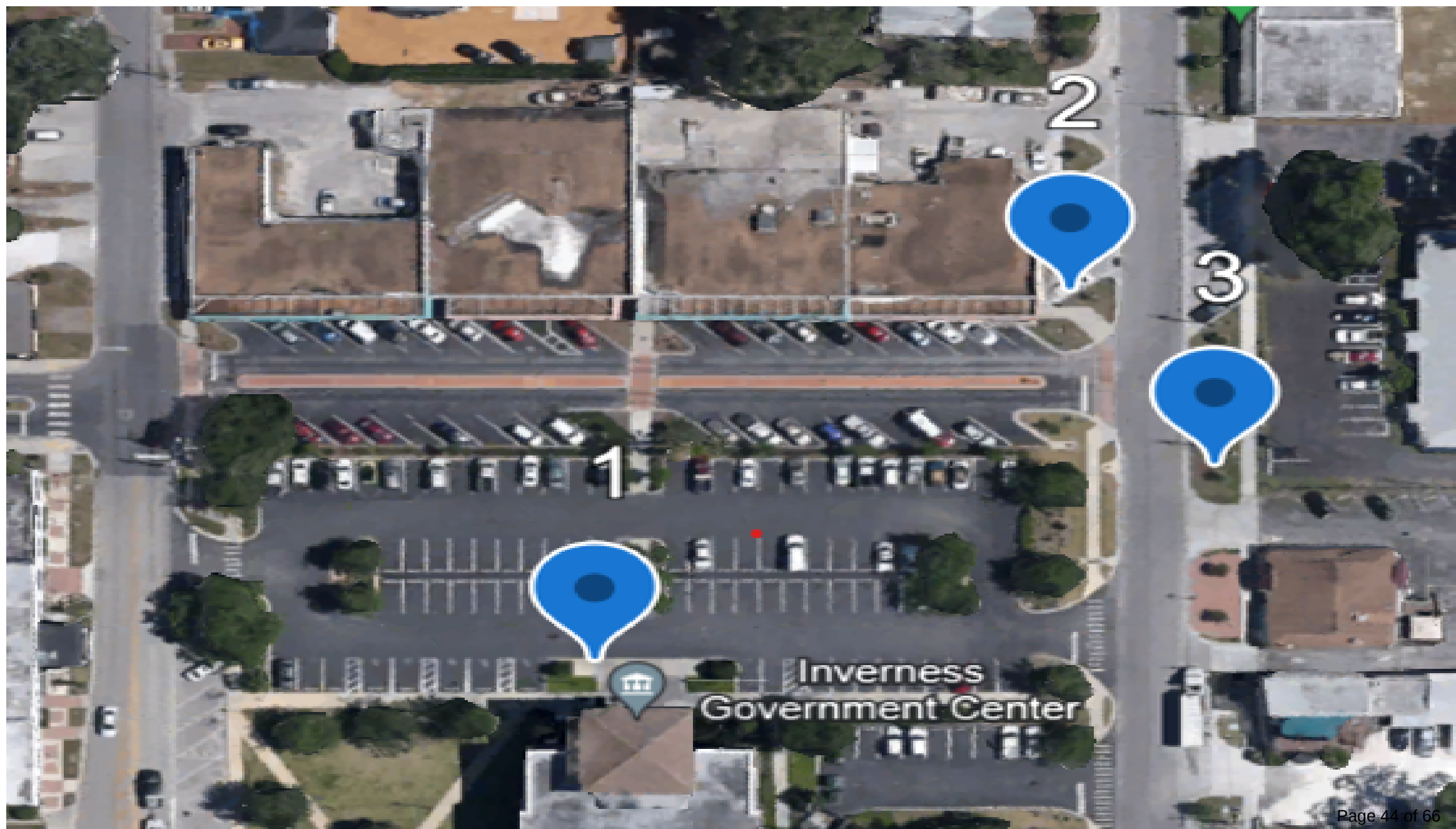
August 6, 2024



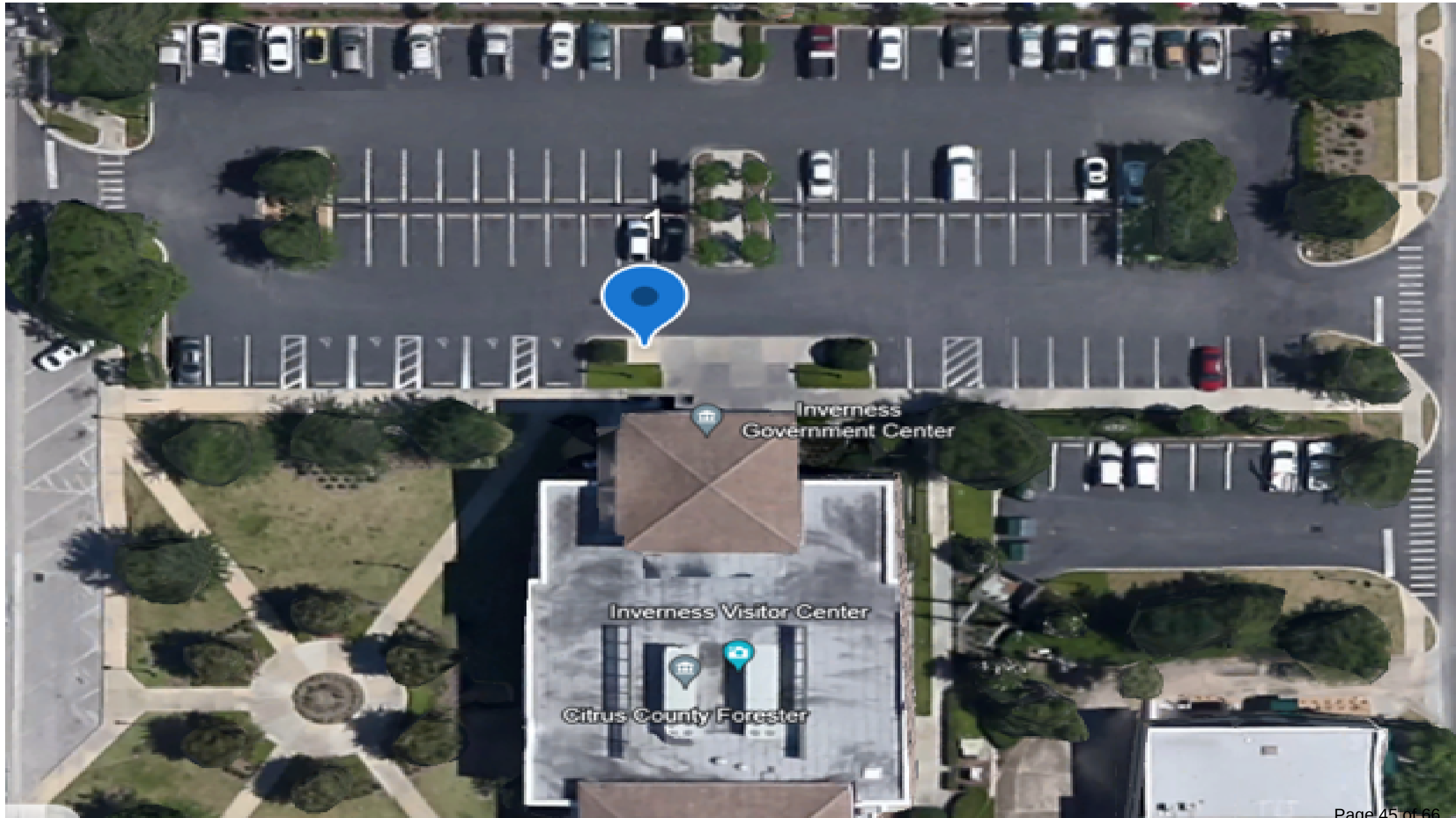
Project Outline

- **Introduced at the 2023 Festival of the Arts**
- **Painting and Installation of Nine Turtles in the Downtown Approved by Council April 2024**
- **Site Selection**
- **Installation August - September**
- **Grand Opening September 27**

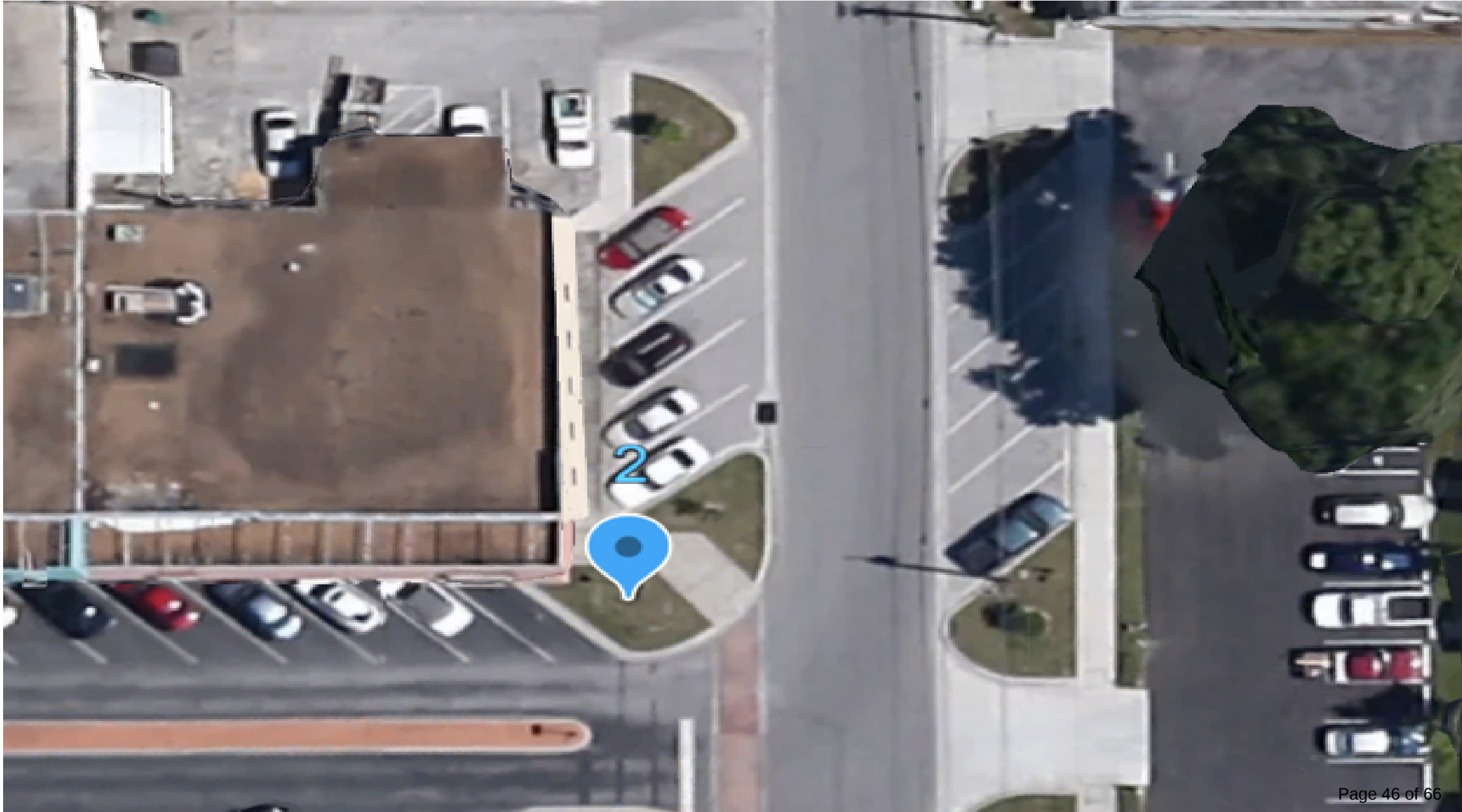
Sites 1 - 3 Proposed Installation Locations



1. Entry to Inverness Government Center 212 W. Main Street

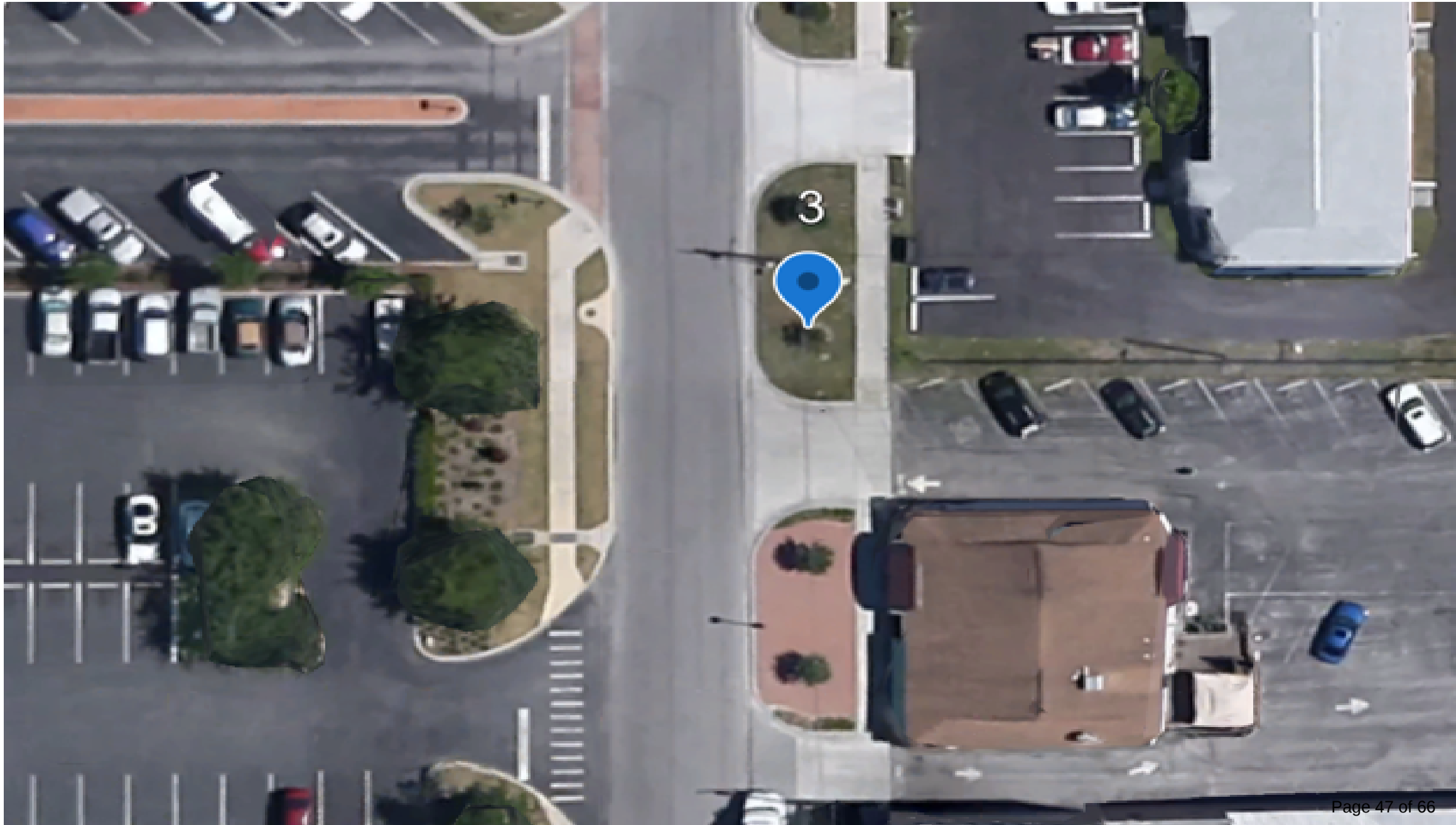


2. Nine State Brewery 212 Tompkins Street





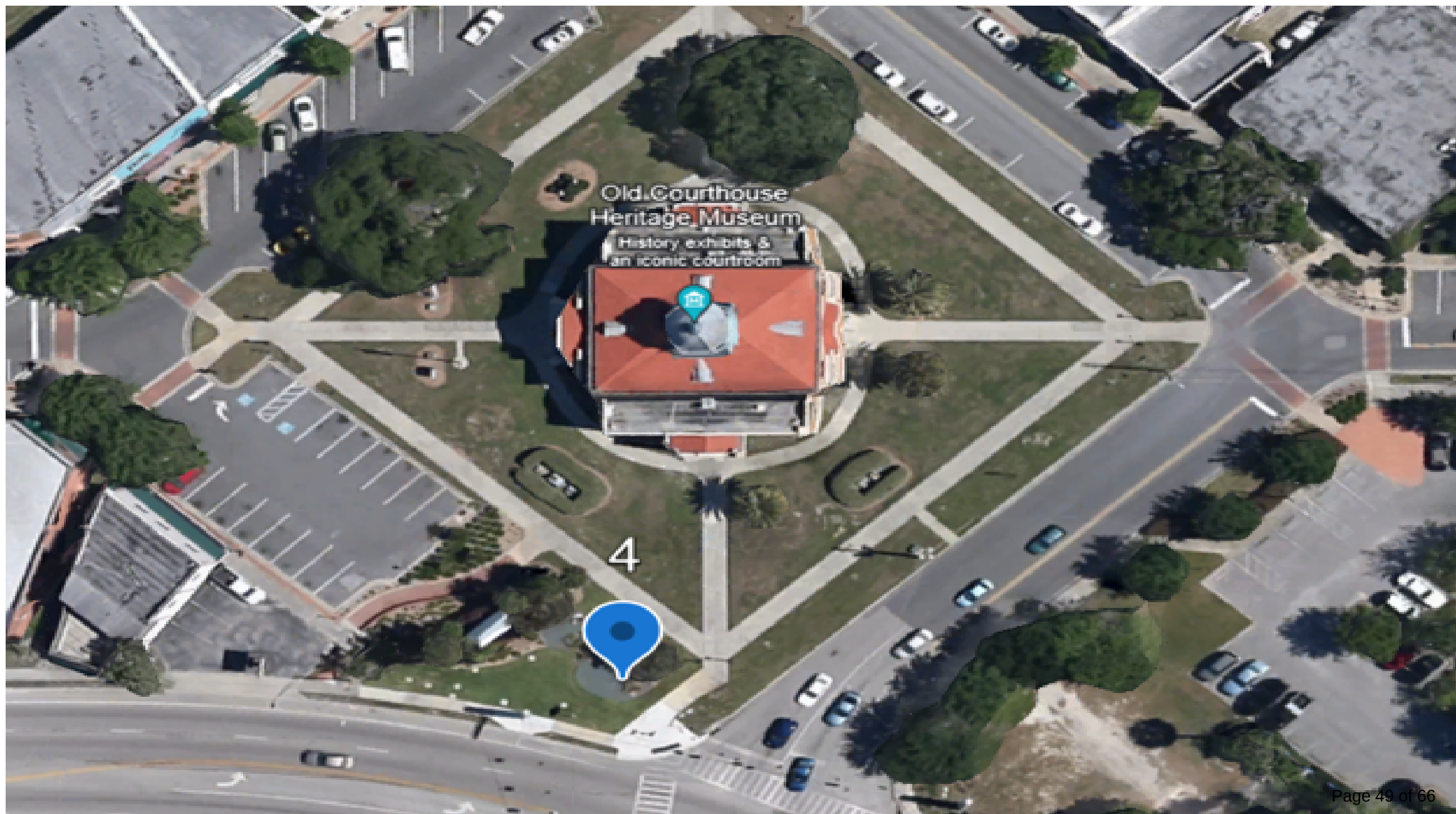
3. Sidewalk Landscaped Area Business Center 112 North Pine



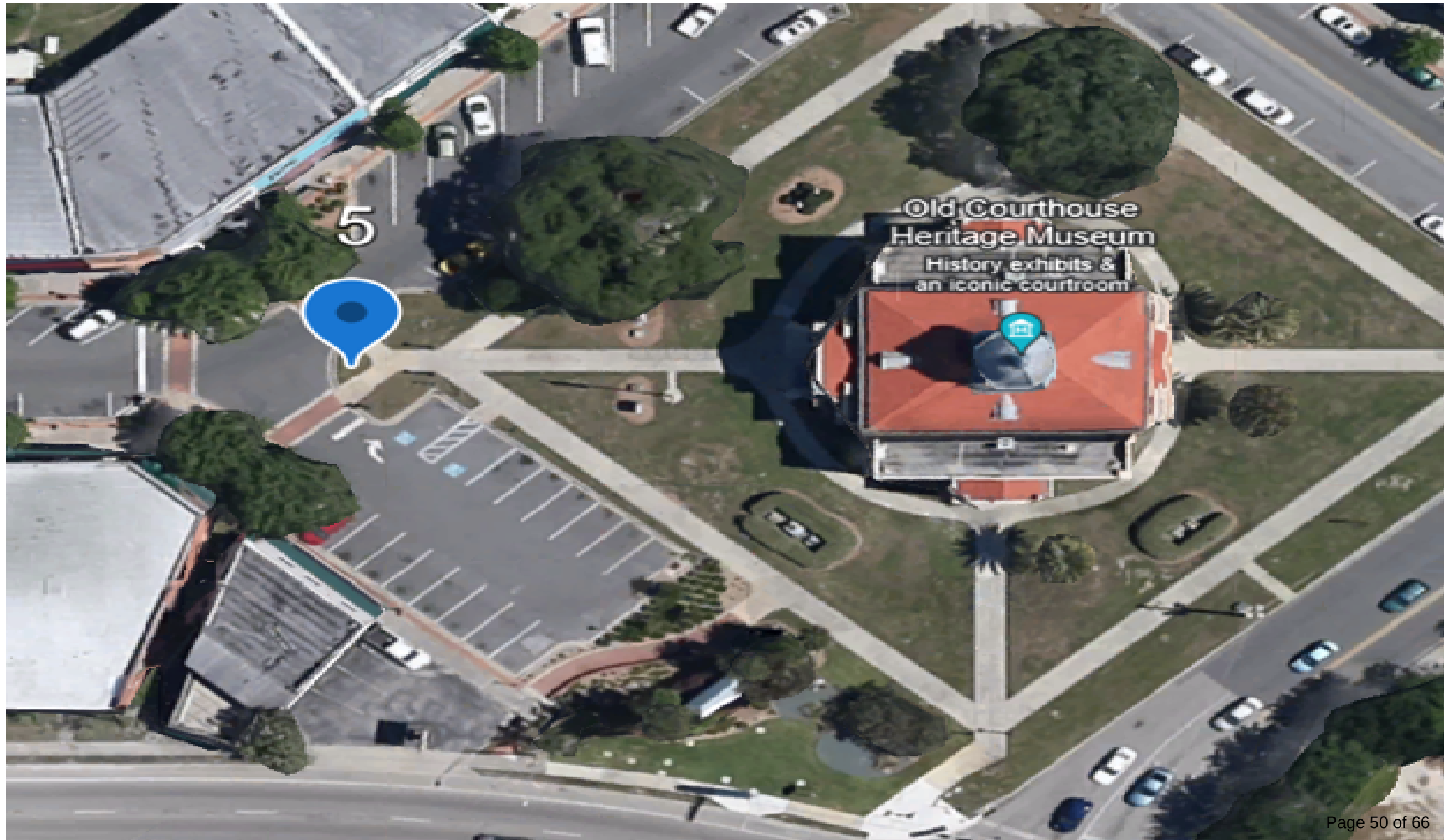
Sites 4 - 7 Proposed Installation Locations



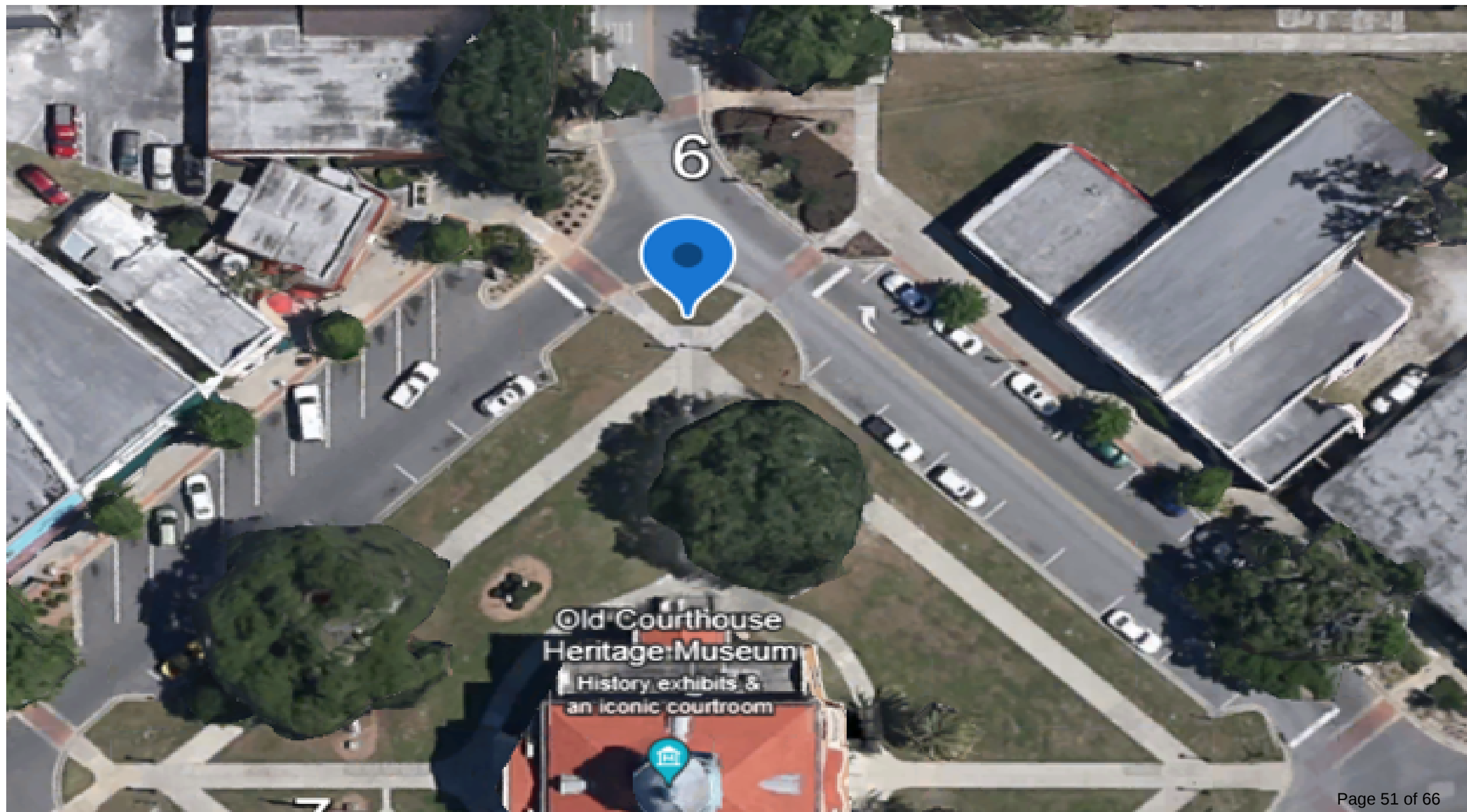
4. Entry Feature at Courthouse Square



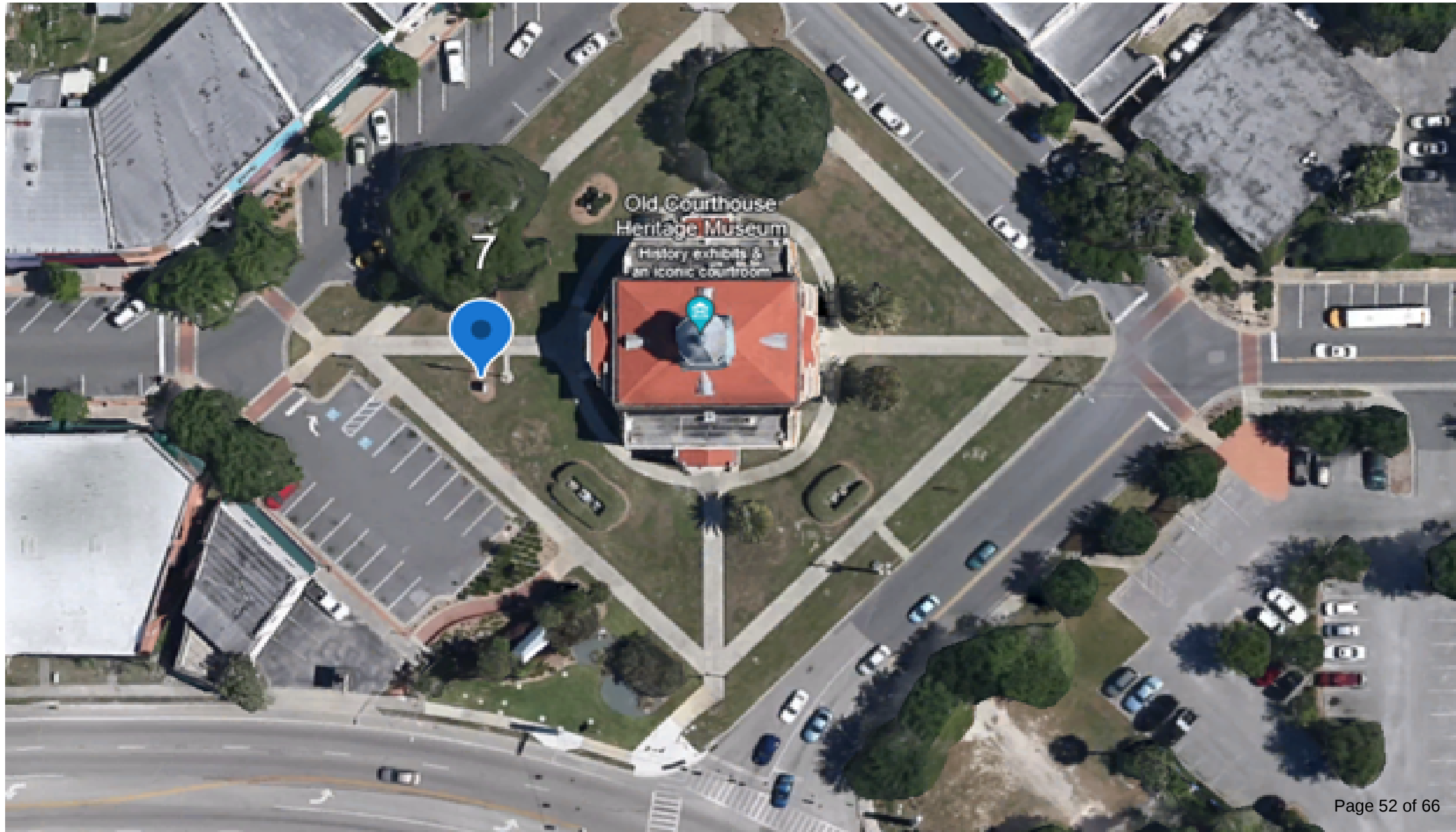
5. Sidewalk Area Looking Down Old Main Street



6. Sidewalk Area from Courthouse Looking Toward N. Apopka



7. Small Turtle in Front of Veteran's Memorial



Agenda Memorandum - *City of Inverness*

August 6, 2024

TO: Elected Officials

FROM:

SUBJECT: Charter Officer Compensation Adjustment

CC:

Enclosures: 1. City Manager Employment Agreement 2022
 2. City Clerk Contract 2020
 3. Addendum - Manager
 4. Addendum - Clerk

At the full budget workshop on July 16th, a lot of great information and discussion was shared as we looked to the fiscal year 2025. Staff presented a balanced approach, including previously discussed pay adjustments to the compensation program for our City staff. These adjustments did not, however include our charter officers, the City Manager and the City Clerk.

Council gave consensus to have the council president proceed to review and discuss a similar compensation for the Manager and the Clerk. I met with both parties, and this evening Council is being presented with the mutually agreed upon adjustments to the City Manager and the City Clerk's compensations. Keeping in mind the 8.7% operational cost increase associated with the proposed Fiscal Year 2025 budget, I would recommend that both Charter officers have their respective pay adjusted by the 8.7%, effective upon approval this evening.

This increase is equitable to the City's economic environment, it's affordable, and it is sustainable within the desire to lower the millage from 7.76 to 7.66 mils. We appreciate the hard work and dedication of our City Manager and our City Clerk, and feel that this increase is well earned and deserved. Based on the recommendations, the City Manager's adjusted annual compensation will be \$149,915, and the City Clerk's will be \$88,087. This represents a total current fiscal year impact of \$5,447. The proposed FY 2025 budget will be adjusted accordingly upon approval this evening.

Also contracts for both the Manager and the Clerk will be amended to be congruent with the City's updated consolidated leave policy for all staff, Council previously approved this item for all staff. This will only effect the Clerk's total balance so as to receive 3 additional days of consolidated leave. It is recommended that Council approve the Charter Officers pay adjustments as presented, and authorize the Council president to execute the contract amendments as presented.

Recommended Action:

1. Motion and second to approve the Charter Officer Compensation Adjustments as presented authorize the Council President to execute the Contract Amendments for the City Manager and City Clerk.
2. Deliberate the matter.
3. Vote the matter.

Jacquie Hepfer
Council Preseident

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of February, 2022, by and between THE CITY OF INVERNESS, a Municipal Corporation of the State of Florida, hereinafter referred to as “City” and ERIC WILLIAMS, hereinafter referred to as “Employee”.

WITNESSETH

WHEREAS, the City desires to employ the services of the said employee as City Manager as authorized by the Code of Ordinances of the City of Inverness; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Manager of said City;

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

Section 1 : DUTIES

City hereby agrees to employ Employee as City Manager of the City of Inverness, Florida, to perform the functions and duties specified in Ordinance No. 266 to include all applicable sections of the City Charter and City Code of Ordinance to specifically include: Inverness Code of Ordinances and in accordance to the Inverness City Charter Sections Part I, 3.01-3.05; Article 5 all sections Inverness City Code of Ordinances, Part II, Chapter 2 Articles: I, II, III, IV, V; Inverness City Code of Ordinances, Part II, Chapters 3 through 22; Appendix A, B, C, and to perform such other legally permissible and proper duties and functions as the Mayor and Council shall from time to time legally assign when publicly convened.

Section 2 : Term

2 (A). The term of this Agreement shall commence on February ____, 2022 and end at 5:00 p.m. on February ____, 2029. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council when publicly assembled to terminate the services of Employee at any time, subject only to the provisions as set forth in other Sections of this Agreement, the City Charter and City Code of Ordinances as applicable.

2 (B). Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth further in this Agreement.

2 (C). Employee agrees to remain an exclusive employee of City during the term of this Agreement, and shall not seek, accept, nor become employed by any other employer until the Agreement terminates as provided herein, or unless the parties agree to release the employee of this provision. The term “employed” shall not be construed to include teaching, writing, or volunteering.

2 (D). In the event either party intends to revise the terms of this Agreement other than Sections (4) or (6) in a renewal term, then it shall provide written notice to the other party of such intent no later than one hundred twenty (120) days prior to the termination date set forth in paragraph 2(A). If such notice is provided, then the parties shall make a good faith effort to negotiate such terms and enter into an amended agreement prior to the termination date in order to promote the uninterrupted continuation of City business. If no such notice is provided, then this Agreement shall be automatically renewed for a renewal term of three (3) years upon the terms set forth herein, except the Employee may request to renegotiate Sections (4) and/or (6). This Agreement shall continue in effect thereafter for additional three (3) year renewal terms, unless terminated, or revised after written notice provided one hundred twenty (120) days prior to the then-current termination date and pursuant to this section.

2 (E). Employee agrees that in case of his voluntary resignation, he shall provide written notice at least sixty (60) days in advance of the time in which he plans to vacate the position of City Manager.

2 (G). This Agreement shall be terminated by the death of the Employee at the date of death.

Section 3: TERMINATION AND SEVERANCE PAY

3 (A). Employee may be terminated without cause by the City Council prior to expiration of the contract period of employment, if City Council so votes by a three fifths (3/5) majority. In such case, the City will be obligated to follow aspects of 3(B) of this section.

3 (B). The City will follow the full termination process to remove a Charter Employee as required by the City Charter and City Code of Ordinances.

3 (C). If the Employee is terminated by the Council before expiration of this Agreement, and Employee is willing and able to perform the duties of City Manager, then City shall keep the Employee’s salary and all benefits in full force and effect for twenty (20) weeks after termination as severance. However, in the event the Employee is terminated as a result of a conviction of a felony, any crime of moral turpitude, or any illegal act involving personal gain, in conjunction with his employment, the City will have no obligation to make the salary and benefit payment designated in this section.

3 (D). In the event the City refuses, following written notice, to comply with any provisions of this Agreement, or if the Employee resigns following a formal suggestion by a majority of City

Council members during a public meeting that he resign, then, in such event, Employee may, at his option, be deemed to be “terminated” at the date of such breach or formal suggestion to resign, within the meaning and content of Subsection B and C above. At the Employee’s option, he may request a lump sum cash payment of the salary and benefits to which he is entitled, pursuant to contract terms, by making written request therefore within thirty (30) days following the date of termination, and the City agrees to pay such salary and benefits in a lump sum cash payment no later than thirty (30) days thereafter, following Employee’s request thereof.

3 (E). If this Agreement is terminated due to the death of the Employee, payment of accrued and unused Paid Vacation and Sick Leave, any eligible Holiday Pay, Insurance Policy payment so provided, and any other provision not mentioned but made available to Employee, shall be administered by the City and paid (awarded) to surviving beneficiaries of the Employee.

Section 4: COMPENSATION

City agrees to pay Employee for his services rendered pursuant hereto an annual base salary of One Hundred Thirty Thousand Dollars (\$130,000), payable in installments at the same time as other employees of the City are paid. The City Council agrees, at their option, to conduct an annual performance evaluation of this contract, such performance evaluation shall also include a salary review.

City agrees to adjust Employee’s base pay annually by the same amount provided to other employees of the City, and do so at not less than an amount of three-percent (3%) of base salary to be added to the base pay amount at the commencement of each new fiscal year (October 1).

Section 5: HOURS OF WORK

5 (A). Employee is recognized as the Executive Officer of all City functions and shall work a flexible schedule with the intent it average forty (40) hours per week over a twelve-month period.

5 (B) Employee shall limit extra-curricular activity to not more than four (4) hours per week teaching, writing, or volunteering in an activity non-directly connected to City business as outlined in Section 2 above without express prior verbal approval of the City Council.

Section 6 : AUTOMOBILE

Employee agrees that he shall use his own personal means of transportation for commuting to and from work, and to use in connection with the routine business of the City. City agrees that it shall compensate Employee with a monthly vehicle allowance of Four Hundred Dollars (\$400), payable on the last pay period of each month. Employee agrees to pay all insurance, gasoline, maintenance, and other costs relating to his said vehicle or selected mode of transportation.

Section 7: DUES AND SUBSCRIPTIONS

The City agrees to budget and pay the professional dues and subscription of Employee for his continuation and participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement for the good and welfare of the City.

Section 8: GENERAL EXPENSES

The City Manager shall receive reimbursement for actual and necessary expenses, as supported by receipts, incurred in traveling on official business, and shall furthermore be eligible to receive reimbursement for actual and necessary expense incurred while conducting official City business within Citrus County.

The City and Employee agree that accessibility of the Employee will best serve operational efficiency. The Employee will agree to purchase and keep a cellular smartphone device at the Employee's sole expense. The City will be alleviated from funding any cost for this device during the active term of the Contract. The unit will normally be activated at all times of day and days of the week. The City and Employee agree that contact of the Employee will be reduced during periods of vacation leave and illness.

The Employee, at his sole expense, will provide Internet Service, Router, Printer, Scanner and other related devices, to conduct business at his place of residence while out of the office, provided that the City makes available a work issued laptop computer and/or tablet for the employee to perform work when not at the office.

Section 9: VACATION AND SICK LEAVE

9 (A). Employee shall accrue, and have credited to his personal account, vacation and sick leave at the rate of Four (4) Weeks' Vacation, and Fifteen (15) Days Sick Leave per year.

9 (B). In lieu of taking paid time off as issued and earned, Employee will be permitted to accrue unused sick and vacation leave with automatic buyback of sick or vacation leave hours at the end of any given Contract year, unless Employee so requests a buyback (drawdown payment) in a manner acceptable to the City Auditor.

9 (C). In the event of termination, regardless of the reason, all vacation and sick leave earned and accrued and not used by Employee while in the employ of the City, shall be held in an account by the City, until separation from employment, at which time Employee will be entitled to full payout of said hours based upon his rate of compensation employed at the time of separation and/or payout is requested.

Section 10: BENEFITS

10 (A). The City agrees to provide medical, dental, and vision benefits under the City's provider and plan for the Employee, Employee's Spouse, and Employee's Child Dependents. Additionally, the City agrees to provide Employee the same holiday pay, life insurance benefits, and other benefits that it provides to full time senior staff level employees who are not covered under a collective bargaining contract.

10 (B). To the extent allowed by law the City agrees to indemnify and defend Employee against any and all lawsuits arising out of the performance of his duties under this Agreement, regardless of insurance coverage, unless such lawsuit arises due to conviction of a felony, or any illegal act involving personal gain in conjunction with his employment.

10 (C). The City will pay for any and all bonding needed by Employee to perform his duties and the work of the City under this Agreement.

10 (D). The City agrees to provide Public Officials Errors and Omissions insurance coverage for the Employee.

Section 11: RETIREMENT PLAN

Employee shall be subject to the Florida Retirement System pursuant to Chapter 121, Florida Statutes.

Section 12: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

12 (A). The City shall determine the duties of employment from time to time, provided such duties, terms, and conditions are not in conflict with the provisions of this Agreement, the City Charter, or any other law or Ordinance.

12 (B). All provisions of the City Charter, including regulations and rules of the City, but EXCLUDING general rules and regulations of the City Personnel Manual, with exception of benefit components to include all forms of Paid Leave, Holiday Pay, and other benefits provided for in this Agreement or by City policy.

Section 13: GENERAL PROVISIONS

13 (A). Any attempt by the City, over the objection of the Employee, to reduce or negatively modify any term, condition, benefit provided, pay, or other provision of this Agreement will be deemed a breach of this Agreement, and enable the Employee, at his sole discretion, the ability to option termination and severance provisions so contained herein as part of the Agreement.

13 (B). This Agreement constitutes the entire understanding of the parties. No modifications of this Agreement shall be considered lawful or acceptable except when conducted in writing and duly signed by both parties.

13 (C). This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee, and to successors of Employer.

13 (D). This Agreement shall become effective upon execution by the parties and effectively terminates and replaces the previous agreement dated on or about January 7, 2020.

13 (E). If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected, remaining in full force and effect.

13 (F). The parties agree that in the event of any disputes concerning the terms and conditions of this Agreement, that the venue of any proceeding will lie in Circuit Court in and for Citrus County, Florida, and that the prevailing party shall be entitled to reasonable costs and attorney's fees.

13 (G). The parties acknowledge that this Agreement shall be interpreted and construed under the laws of the State of Florida.

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

ATTEST

CITY OF INVERNESS

Susan Jackson, City Clerk

Dave Ryan, Council President

Witness

Eric C. Williams, Employee

Witness

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of FEBRUARY 2020, by and between THE CITY OF INVERNESS, a Municipal Corporation of the State of Florida, hereinafter called "City", and Betty Susan Jackson, hereinafter call the "Employee".

WHEREAS, the City desires to employ the services of the said Employee as City Clerk as authorized by the Code of Ordinances of the City of Inverness; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Clerk of said City;

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

ARTICLE 1: TERMS AND CONDITIONS

1 – A) The City hereby agrees to employ Employee as City Clerk of the City of Inverness, Florida to perform the functions and duties specified in the City Charter and Inverness Code of Ordinances, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

1 – B) The City agrees to indemnify and defend the Employee against any lawsuit arising from the performance of duties, regardless of insurance coverage, unless such lawsuit arises due to conviction or a felony, or any illegal act involving personal gain in conjunction with her employment. The City will pay for any and all bonding required of the Employee.

1 – C) The City Council may assign duty assignments which are not in conflict with provisions of this agreement, the City Charter, Inverness Code of Ordinances, or other laws of the State of Florida.

1 – D) The City shall determine the duties of employment from time to time provided such duties, terms, and conditions are not in conflict with the provisions of this Agreement, the City Charter, or any other law or Ordinance.

1 – E) All provisions of the City Charter, including regulations and rules of the City, but EXCLUDING general rules and regulations of the City Personnel Manual, with exception of benefit components to include all forms of Paid Leave, Holiday Pay, and other benefits provided for in this Agreement or by City policy.

ARTICLE 2: HOURS OF WORK

2 – A) The Employee shall work a flexible schedule with the intent that it averages forty (40) hours per week. The Employee shall do all things necessary and required to be available to the City to attend various meetings of the City Council and its various established boards, as deemed necessary, in addition to all other administrative and employment requirements.

ARTICLE 3: VACATION AND SICK LEAVE

3 – A) The Employee shall accrue, and have credited to her personal account, vacation and sick leave at the rate of four (4) weeks vacation leave and twelve (12) days personal/sick leave per year.

3 – B) In lieu of taking paid time off as issued and earned, Employee will be permitted to accrue unused personal/sick and vacation leave with automatic buyback of accrued hours at the end of any given contract year, unless Employee so requests a buyback (drawdown payment) in a manner acceptable to the City Auditor.

3 – C) In case of termination, voluntarily or otherwise, all vacation and sick leave earned and unused while Employee was employed shall be held by the City, unless used by the Employee, until separation from employment, at which time will be entitled to reimbursement of said hours based upon the rate of compensation as earned at the time of separation from the City.

ARTICLE 4: OTHER BENEFITS

4 – A) The City agrees to provide all other customary benefits of other managerial, non-bargaining unit employees such as medical/health/life insurance, holidays, personal leave, funeral leave, holiday bonus, and other fringe benefits and working conditions as they now exist, or may hereinafter be upwardly amended, except as otherwise provided in this Agreement.

4 – B) The City agrees to provide full cost of medical/health/life insurance to Employee, for the full term of employment as City Clerk, as is provided for full time managerial employees not covered under a union collective bargaining contract.

4 – C) Employee shall be entitled to an annual physical examination which shall be paid for by the City. This examination can be performed by any physician/testing lab mutually agreed upon by the Employee and the City.

4 – D) The Employee shall be covered under the Senior Management Class of the Florida Retirement System, Chapter 121 F.S.

ARTICLE 5: SALARY

5 – A) The City agrees to pay employee for services rendered pursuant hereto an annual base salary of Seventy-Two Thousand Dollars (\$72,000) payable in the same manner as other

non-bargaining unit employees of the City are paid. City Council may determine additional pay adjustments at any time for the duration of this contract. The City agrees to adjust the base salary on October 1 of each year as a cost of living adjustment (COLA) at a percentage rate no less than the total amount awarded annually for other managerial, non-bargaining unit. Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction is made across the board for all employees of the Employer.

ARTICLE 6: DUES, SUBSCRIPTIONS AND GENERAL EXPENSES

6 – A) The City agrees to maintain and budget all professional dues, subscriptions, and seminar/conference attendance as customarily associated with the position of City Clerk. The employee will receive reimbursement, or actual and necessary expenditures for travel, supported by receipts, while engaged on official business of the City. If receipts are not provided, the Employee will be reimbursed by the same guidelines approved for the City Council.

ARTICLE 7: TERMS AND TERMINATION

7 – A) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of Employee for just cause and subject to the provisions as set forth in the City Charter, City Ordinance, or other Sections of this Agreement.

7 – B) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from the position with the City, subject only to the provisions as set forth further in this Agreement.

7 – C) The City agrees to employ Employee as its City Clerk, and Employee hereby accepts this employment, commencing on February 4, 2020 for the term of three (3) years. Both parties hereto further agree that this agreement shall automatically renew for a three (3) year term, unless the City provides written notice to the Employee six (6) months in advance of the expiration date of this agreement that it does not intend to renew the agreement.

7 – D) In the event the City Clerk elects to voluntarily terminate this Employment Agreement prior to the expiration date, Employee shall provide the City with not less than sixty (60) days written notice to the City Council and the City indicating her intention to discontinue employment as the City Clerk.

7 – F) In the event the City elects to terminate this Employment Agreement for reasons set out in sub-section A), prior to the expiration hereof (date), the City shall pay to the City Clerk severance pay in an amount equal to three (3) months of aggregate salary plus accrued sick leave, vacation leave and other accrued benefits. The City hereby expressly warrants and represents that severance payments shall be paid to the City Clerk in installments at the same time as other employees of the City are paid in the regular course of business. However, in the event the City

Clerk is terminated due to a conviction of any illegal act or upon voluntary resignation, then the City shall have no obligation to pay the three (3) month aggregate salary severance sum designated in this paragraph.

This binding Agreement constitutes the entire Agreement of the parties: No modification of this Agreement shall be acceptable except in writing, signed by both parties. Any attempt by the City to reduce or negatively modify any term, condition, benefit provided, salary pay, or other provision of this Agreement will be deemed a breach of this Agreement, and enable the Employee, at her sole discretion, the ability to option termination and severance provision so contained herein as part of the Agreement. If any word, sentence, or clause contained in this Agreement is declared to be unconstitutional or invalid, the remainder of the document or portion thereof shall be deemed severable and shall not be affected, remaining in full force and effect. The parties agree that any dispute regarding this Agreement may be resolved by discussion in an official meeting of the City Council, with the action of the Council majority being final.

Approved by City Council this 4th day of FEBRUARY, 2020.

Attest:



City Clerk



President of City Council



Witness as to Employee



Witness as to Employee



Employee

Addendum to Employment Contract

This Addendum effectuates changes to the Employment Contract between the City of Inverness and City Manager Eric Williams, and shall become effective upon Council approval.

The parties, for good consideration, hereby agree as follows:

1. Section 4 – COMPENSATION

Salary shall be amended to One Hundred Forty-Nine Thousand Nine Hundred and Fifteen Dollars (\$149,915), to be payable in the same manner as other non-bargaining unit employees of the City are paid.

2. Section 9 – VACATION AND SICK LEAVE

Vacation and Sick Leave shall be titled Consolidated Leave, following previous Council action. Where the terminology “vacation” and/or “sick leave” is referenced throughout the contract shall be revised to state “consolidated leave”.

3. Section 9 – VACATION AND SICK LEAVE

Employee shall accrue, and have credited to his personal account seven (7) weeks of Consolidated Leave per year.

DATED: _____

Jacquie Hepfer, City Council President

Eric C. Williams, City Manager

ATTEST:

James Hartley, City Attorney

Susan Jackson, City Clerk

Addendum to Employment Contract

This Addendum effectuates changes to the Employment Contract between the City of Inverness and City Clerk Susan Jackson, and shall become effective upon Council approval.

The parties, for good consideration, hereby agree as follows:

1. Article 3 – VACATION AND SICK LEAVE

Vacation and Sick Leave shall be titled Consolidated Leave, following previous Council action. Where the terminology “vacation” and/or “sick leave” is referenced throughout the contract shall be revised to state “consolidated leave”.

2. Article 3 – VACATION AND SICK LEAVE

The Employee shall accrue, and have credited to her personal account seven (7) weeks of Consolidated Leave per year.

3. Article 5 – SALARY

Salary shall be amended to Eighty-Eight Thousand and Eighty-Seven Dollars (\$88,087), to be payable in the same manner as other non-bargaining unit employees of the City are paid.

DATED: _____

Jacquie Hepfer, City Council President

Betty Susan Jackson, City Clerk

ATTEST:

James Hartley, City Attorney

Susan Jackson, City Clerk