

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
September 17, 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) CALL TO ORDER**
- 2) FINAL BUDGET AND MILLAGE LEVY ADOPTION***
 - a) Final FY 2024-2025 Millage Levy and Budget Adoption*
- 3) ADJOURN**
- 4) CALL TO ORDER**
- 5) INVOCATION, PLEDGE OF ALLEGIANCE & ROLL CALL**
- 6) PLEASE SILENCE ELECTRONIC DEVICES**
- 7) ACCEPTANCE OF AGENDA**
- 8) PRE-SCHEDULED APPEARANCES / RECOGNITIONS**
- 9) PUBLIC HEARINGS / WORKSHOPS**
 - a) Entertainment District Ordinance Amendment - Final Adoption*
- 10) OPEN TO THE PUBLIC**

*The public is invited to speak. (Speaking time limit: Individual - 3 minutes;
Group/Organization - 5 minutes)*
- 11) CITY ATTORNEY REPORT**
- 12) CONSENT AGENDA**

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INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
September 17, 2024 - 5:30 PM**

- a) Bill Listing*
- b) Council Minutes* - 09.03.2024

13) CITY CLERK'S REPORT

14) CITY MANAGER'S REPORT

- a) Residential Garbage Service Proposed Schedule Changes
- b) Third Friday Night Car Show
- c) Whispering Pines Park Administrative Building Lease Agreement - CCSO*
- d) 203 E. Dampier Street Bldg Lease - CORE and Chamber of Commerce Agreements
- e) Annual Chronicle Advertising Agreement*
- f) Citrus County Community Charitable Foundation - Inverness Alternate Member Appointment
- g) Project / Program Updates
 - Painted Turtle Unveiling
 - Wayfind Sign Project
 - Annual Road Improvement Project
 - Reclaim Water Service - Holden Park
 - Other

15) MAYOR & COUNCIL SUBJECTS / REPORTS

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

16) NON-SCHEDULED PUBLIC COMMENT

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

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September 17, 2024 - 5:30 PM**

17) ADJOURNMENT

a) **DATES TO REMEMBER**

City Ribbon Cutting – Central Café Bakery & Restaurant
Thursday, September 19, 2024 @ 10:00am
727 S. Hwy 41

Teen's Night Out
Thursday, September 19, 2024 from 6:00pm – 7:30pm
Depot Pavilion

Third Friday Car Show
Friday, September 20, 2024 from 5:00pm – 8:00pm
Downtown Inverness

Market at the Depot
Saturday, September 21, 2024 from 9:00am – 1:00pm
Depot Pavilion

Peacock Players Presents – Last Stop Before Looney Town
Friday, September 20, 2024 @ 7:00pm
Saturday, September 21, 2024 @ 7:00pm
Sunday, September 22, 2024 @ 2:00pm
Valerie Theatre

Anti-Drug Coalition Recovery Fest
Tuesday, September 24, 2024 from 4:00pm – 7:00pm
Depot Pavilion

Painted Cooter Turtle Sculptures - Unveiling
Friday, September 27, 2024 @ 5:30pm
Historic Courthouse Lawn

Chronicle Fall Home & Outdoor Show
Saturday, September 28, 2024 from 9:00am – 1:00pm
Depot Pavilion

Peacock Players Presents – Last Stop Before Looney Town
Friday, September 27, 2024 @ 7:00pm
Saturday, September 28, 2024 @ 7:00pm
Sunday, September 29, 2024 @ 2:00pm
Valerie Theatre

Inverness City Council Regular Meeting

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
INVERNESS, FLORIDA, CITY HALL, 212 WEST MAIN STREET
September 17, 2024 - 5:30 PM**

Tuesday, October 1, 2024 @ 5:30pm
Inverness Government Center

Agenda Memorandum - *City of Inverness*

September 17, 2024

TO: Elected Officials

FROM:

SUBJECT: Final FY 2024-2025 Millage Levy and Budget Adoption*

CC:

Enclosures: 1. Resolution 2024-13 Final Mill Levy
2. Resolution 2024-14 Final Budget Adoption

This evening, Council should refer to the below recommended actions for the conduct of a public hearing to consider the adoption of the FY 24/25 Final Millage and Budget Adoption Resolutions respectively. The below recommended actions are in keeping with the statutory provided process and requirements therein.

Recommended Action –

1. Call the Public Hearing to order.
2. Make the following announcement:
 1. *“The purpose of this hearing is to adopt a final property tax rate (or millage) and budget for the 2024-2025 fiscal year for the City of Inverness.”*
3. Introduction of first substantive issue:
 1. *“A proposed property tax rate was advertised on the TRIM notices of 7.7600 mills. The City of Inverness budget has been finalized using the rate 7.6600 mills. The final millage rate is greater than the rolled back rate of 7.2564 mills by 5.56%.”*
4. Ask for Council input.
5. Ask for Public input:
 1. *“Is there anyone here who wishes to address the Council as to any item within the Budget or millage levy?”*
6. Make the following announcement:
 1. *“Be advised that the proposed budget was developed using the rate of 7.6600 mills. The next motion must be to adopt the final millage rate. Any budget amendments may be made after adoption of the final millage rate.”*
7. Motion, Second, and vote to read the Final Mill Levy Resolution by title only.
8. Motion, Second, and vote to adopt the Final Mill Levy Resolution adopting a final millage rate of 7.6600 mills for the 2024-2025 fiscal year by roll call.
9. Motion, Second, and vote to read the Final Budget Resolution by title only.
10. Motion, Second, and vote to adopt the Final Budget Resolution adopting a final budget for the 2024-2025 fiscal year by roll call.
11. Close the Public Hearing.

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

Eric C. Williams
City Manager

RESOLUTION NO. 2024-13

A RESOLUTION OF THE CITY OF INVERNESS OF CITRUS COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF INVERNESS FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Inverness of Citrus County, Florida, on September 3, 2024, held a public hearing on the tentative levy of Ad Valorem Taxes as required by Florida Statute 200.065; and

WHEREAS, the City of Inverness of Citrus County, Florida, on September 17, 2024, held a public hearing on the final levy of Ad Valorem Taxes as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation with the City of Inverness, Citrus County has been certified by the County Property Appraiser to the City of Inverness as \$ 684,862,476.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA at the City Council Public Hearing on the 17TH day of September 2024 as follows:

SECTION 1. That the City of Inverness, Florida City Council does hereby adopt its final millage rate of 7.6600 to be levied for the General Fund upon all real and tangible personal property located within the boundaries of the above-named taxing authority.

SECTION 2. That the Fiscal year 2025 final operating millage is greater than the rolled back rate of 7.2564 mills by 5.56%.

SECTION 3. This final millage rate of 7.6600 mills for the General Fund is to fund the expenses for the fiscal year commencing October 1, 2024, and ending September 30, 2025.

SECTION 4. This resolution will take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 17th DAY OF SEPTEMBER 2024, ____ PM.

Jacquie Hepfer, Council President

ATTEST:

Susan Jackson, City Clerk

RESOLUTION NO. 2024-14

A RESOLUTION OF THE CITY OF INVERNESS OF CITRUS COUNTY, FLORIDA ADOPTING A FINAL BUDGET COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR PROPOSED EXPENDITURES; PROVIDING TAXABLE VALUES; PROVIDING FOR OPERATIVE FISCAL YEAR; PROVIDING FOR EXPENDITURES DURING FISCAL YEAR AND SUBSEQUENT HOLD OVER FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Inverness of Citrus County, Florida, on September 3, 2024 and September 17, 2024, held a public hearing as required by Florida Statute 200.065.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA at the City Council Public Hearing on the 17th day of September 2024 as follows:

SECTION 1. That the City of Inverness, Florida hereby adopts as its final budget that which is set forth in the Budget Summary attached hereto, marked as Exhibit "A" and incorporated herein by reference.

SECTION 2. That proposed expenditures in the final budget are \$ 87,965,666. The budget is based upon 95% of the taxable value of real property (\$ 601,143,192) and personal property (\$ 83,719,284) and anticipated non-ad-valorem revenues and reserves of \$ 82,906,922.

SECTION 3. That the final budget is hereby approved by the City Council of the City of Inverness, Florida and shall become effective at the beginning of the 2024-2025 fiscal year and the taxing authority funds may be expended commencing on October 1, 2024 and ending September 30, 2025.

SECTION 4. That funds of the 2023-2024 fiscal year budget not expended during the current fiscal year may be used and expended during subsequent fiscal years following budget approvals.

SECTION 6. This resolution will take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 17th DAY OF SEPTEMBER 2024, ____PM.

Jacquie Hepfer, Council President

ATTEST:

Susan Jackson, City Clerk

Agenda Memorandum - *City of Inverness*

September 17, 2024

TO: Elected Officials

FROM:

SUBJECT: Entertainment District Ordinance Amendment - Final Adoption*

CC:

Enclosures: 1. Ordinance 2024-839
2. Encl Economic Impact Statement

As presented and approved on a first reading at the previous meeting of City Council, the City has been hosting events in the Downtown Business District for over a decade. The approach relied on the closures of streets and the time from time provision of open container alcohol sales by way of a partnering non-profit. The state allows a non-profit to obtain a temporary alcohol sales permit three times a year for the purpose of fundraising. Though this was the City's approach to downtown events it directly competed with the bars, pubs, and restaurants downtown.

The COVID 19 pandemic caused the City to review and modify its approach to a number of business practices including but not limited to its conduct of downtown events. In researching/reviewing various approaches to continuing with downtown events while providing an environment for controlled alcohol sales that does not compete with the businesses, one approach became the clear standout.

The state allows for the establishment of certain geographically defined Entertainment Districts by way of local ordinance adoption. This type of ordinance would allow for temporary expansion of premises for the purpose of beer and wine sales by businesses within the defined area under certain guidelines and controls.

The Florida Legislature must also approve, by Local Bill, an exception to Chapter 561, F.S., permitting licensed vendors located within the Downtown Inverness Entertainment District to sell alcoholic beverages for consumption on the licensed premises to receive a special permit during special events, approved or declared by the city manager. This allows the sale of alcoholic beverages in open containers for consumption off the licensed premises but within the entertainment district.

Legislative approval was provided by House Bill 1107 which passed the House on February 25, 2022, the Senate on March 10, 2022, and approved by the Governor on May 6, 2022.

City Council moved forward in May of 2021 with adoption of Ordinance 2021-771 which amended parts of Chapters 4 and 18 of the Code of Ordinances. The Ordinance specifies that only the sales of beer and wine would be allowed into the Entertainment District Area, a person may

only possess one drink at a time, and the container must be no greater than 16-ounces and be City-approved.

Sidewalk cafes, Small Town Saturday Night and other events have benefitted the community and businesses within Downtown Entertainment District made possible by House Bill 1107 and Ordinance 2021-771. The City has been operating under Ordinance 2021-771 for more than two years.

Local business owners have indicated a desire to add the sale of liquor and distilled beverages to the currently approved beer and wine sales. This could be accomplished by including liquor and distilled beverages in Section 18-34 (1). This section specifically does not include liquor or distilled beverages and could be changed by including liquor and distilled beverages in the definition of alcoholic beverages.

1. *Definitions.* For this section and the on-sidewalk possession/consumption of alcoholic beverages as authorized herein, alcoholic beverages shall be defined as beer and wine beverages and shall specifically ~~not~~ include liquor ~~or~~ and distilled beverages.

Including liquor and distilled beverages is a potential opportunity to incorporate existing businesses into downtown events, increase walkability between businesses during an event, increase activity within the Downtown Business District to promote more events, and to encourage downtown establishments to work together and increase revenue from downtown events.

It is recommended that Council review and deliberate for consideration for final adoption of the proposed Entertainment Ordinance. Additionally, should certain elements need to be modified or considered, the Council should put forth such in any motion to approve.

Recommended Action:

1. Open the Public Hearing.
2. Allow Staff to Speak
3. Motion, second, and vote to read Ordinance 2024-839 by title only
4. Those For, Those Against
5. Council deliberates the matter
6. Motion, second and vote to adopt Ordinance 2024-839 on second reading by roll call
7. Close the Public Hearing

ORDINANCE 2024-839

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, AMENDING SECTION 18-34, "OUTSIDE CONSUMPTION IN THE DOWNTOWN ENTERTAINMENTDISTRICT (1) DEFINITIONS"; PROVIDING FOR CODIFICATION, CONFLICTS, AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Inverness has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 166, Florida Statutes; and

WHEREAS the City allowed downtown businesses to expand their sidewalk cafe footprints to help compensate for the lack of initial indoor dining capacity during Florida's COVID-19 p; and

WHEREAS, the Florida Legislature approved House Bill 1107 which was approved by the Governor on May 6, 2022 which provided an exception to Chapter 561, F.S., permitting licensed vendors located within the Downtown Entertainment District to sell alcoholic beverages for consumption on the licenses premises to receive a special permit during special events to allow the sale of alcoholic beverages in open containers for consumption off the licenses premises but within the entertainment district; and

WHEREAS, the Inverness City Council adopted Ordinance 2021-771 on May 21, 2021, amending Chapter 4, Alcoholic Beverages; Amending Section 18, Streets and Sidewalks; and creating Article V, Downtown Commercial District; and

WHEREAS, Section 18-34 - Outside Consumption in the Downtown Entertainment District (1) Definitions for the possession/consumption of Alcoholic beverages as authorized herein, alcoholic beverages shall be defined as beer and wine beverages and shall specifically include liquor and distilled beverages; and

WHEREAS, the City would like to allow liquor and distilled beverages in the Downtown Entertainment District; and

WHEREAS, the City prefers more walkability between businesses and events where customers stay longer and move from business to business; and

WHEREAS, the City desires to increase activity within the Central Business District to promote more district wide and site-specific events; and

WHEREAS, the City fosters a mutually beneficial relationship among downtown merchants; and

WHEREAS, this Ordinance has been properly read and advertised as provided by Florida law and the required meetings and hearings have been conducted on its adoption; and

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

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

Section 1. Recitals. The above referenced "Whereas" clauses are true and correct and constitute legislative findings of the City Council.

Section 2. Adoption. Chapter 18, Section 18-34- Outside Consumption in The Downtown Entertainment District (1) Definitions of the City of Inverness Code of

Ordinances, is hereby amended to read as stated in the attached Exhibit "A," which is hereby incorporated as if fully set forth herein.

Section 3. Codification. Exhibit "A" of this Ordinance shall be codified and made part of the City of Inverness Code of Ordinances. The sections of this Ordinance, including Exhibit "A", may be renumbered or re-lettered to accomplish the intent of this Ordinance. The word, "Ordinance" may be changed to "Section," "Article," or other appropriate word. The City Clerk is given liberal authority to correct scriveners' errors, such as incorrect code cross references, grammatical, typographical and similar or like errors when codifying this Ordinance.

Section 4. Control. In the event of a conflict or conflicts between this Ordinance and other ordinances, this Ordinance controls.

Section 5. Severability. It is the intent of the City Council of the City of Inverness, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective as provided by law.

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

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

CITY OF INVERNESS, FLORIDA

JACQUIE HEPFER, President

ROBERT PLAISTED, Mayor

ATTEST:

SUSAN JACKSON, City Clerk

Approved as to form and correctness:

ROBERT BATSEL, City Attorney

EXHIBIT "A"

Chapter 18, Streets and Sidewalks

Section •18-34. - Outside consumption in the downtown entertainment district •

Within the downtown entertainment district, the following shall

apply:

- (1) *Definitions.* For the purpose of this section and the on-sidewalk possession/consumption of alcoholic beverages as authorized herein, alcoholic beverages shall be defined as beer and wine beverages and liquor and distilled beverages.

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 2024-839 Downtown Entertainment District

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

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

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

1. Summary of the proposed ordinance.

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

The Florida Legislature must approve, by Local Bill, an exception to Chapter 561, F.S., permitting licensed vendors located within the Downtown Inverness Entertainment District to sell alcoholic beverages for consumption on the licensed premises to receive a special permit during special events, approved or declared by the city manager. This allows the sale of alcoholic beverages in open containers for consumption off the licensed premises but within the entertainment district. The City Council moved forward in May of 2021 with adoption of Ordinance 2021-771 which amended parts of Chapters 4 and 18 of the Code of Ordinances. The Ordinance specifies that only the sales of beer and wine would be allowed into the Entertainment District Area.

Local business owners have indicated a desire to add the sale of liquor and distilled beverages to the currently approved beer and wine sales. This could be accomplished by including liquor and distilled beverages in Section 18-34 (1). This section specifically does not include liquor or distilled beverages and could be changed by including liquor and distilled beverages in the definition of alcoholic beverages.

Definitions. For this section and the on-sidewalk possession/consumption of alcoholic beverages as authorized herein, alcoholic beverages shall be defined as beer and wine beverages and shall specifically not include liquor or distilled beverages.

Including liquor and distilled beverages is a potential opportunity to incorporate existing businesses into downtown events, increase walkability between businesses during an event, increase activity within the Downtown Business District to promote more events, and to encourage downtown establishments to work together and increase revenue from downtown events.

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

- (a) An estimate of direct compliance costs that businesses may reasonably incur; N/A
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: N/A
- (c) An estimate of the City of Inverness regulatory costs, including estimated revenues from any new charges or fees to cover such costs. None. The Community Development Department of the City of Inverness currently administers the Downtown Entertainment District, which is the only area impacted by this ordinance.

3. Good faith estimates of the number of businesses likely to be impacted by the proposed Ordinance: None. Existing establishments are in possession of a State of Florida License to sell alcoholic beverages.

- (a) An estimate of direct compliance costs that businesses may reasonably incur; N/A
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: N/A
- (c) An estimate of the City of Inverness regulatory costs, including estimated revenues from any new charges or fees to cover such costs. None. The Community Development Department of the City of Inverness currently administers the Downtown Entertainment District, which is the only area impacted by this ordinance.

Additional information the governing body deems useful (if any): (a) only impacts establishments that serve beer, wine, distilled beverages and liquor. Several business owners attended the Council meetings and spoke in support.

CASH REQUIREMENTS REPORT

VENDOR	DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/24
		TOTALS FOR ADAMS HOMES OF NORTHWEST FLORIDA INC				48.38
		TOTALS FOR ADAMS, WINTER R.				76.46
		TOTALS FOR AVANZINI, BRITTANY A.				83.39
		TOTALS FOR FIBER TECHNOLOGIES SOLUTIONS LLC				96.82
		TOTALS FOR MATAVA, CHRISTINE				9.91
		TOTALS FOR VAN DER VALK CONSTRUCTION, LLC				123.64
				REPORT TOTALS		194.46

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

***Please note: Redacted items are credit balances owed to COI by Vendors - thus not payable and not included on report.

September 3, 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

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

TENTATIVE BUDGET AND MILLAGE LEVY

Resolution 2024-11 and 2024-12 Tentative Millage and Budget Adoption Public Hearing* with the following Notice was served to all Council, Mayor, Media, publicly posted, and TRIM Notices were mailed to each City of Inverness property owner by the Property Appraiser's Office.

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

Council President Hepfer call the public hearing to order and commenced by stating the purpose of this hearing was to tentatively adopt a property tax rate (or millage) and budget for the 2024-2025 fiscal year for the City of Inverness. A proposed property tax rate was advertised on the TRIM notices of 7.7600 mills. The City of Inverness budget has been finalized using the rate 7.6600 mills. The Tentative millage rate is greater than the rolled back rate of 7.2564 mills by 5.56%.

Council President asked for Council input with Councilman Davis acknowledging the .10 reduction of the initial proposed millage. Councilman McBride requested City Manager Williams explain millage.

Council President asked if there was anyone present who wished to address the Council as to any item within the Budget or millage levy. No one spoke for or against.

Council President advised that the proposed budget was developed using the rate of 7.6600 mills. The next motion must be to adopt the tentative millage rate. Any budget amendments may be made after adoption of the tentative millage rate. Called for a motion to read the Tentative Mill Levy Resolution by title only. **Councilwoman Bega motioned to read the Resolution by title only. Seconded by Councilwoman Lizanich. The motion carried.**

RESOLUTION NO. 2024-11

A RESOLUTION OF THE CITY OF INVERNESS OF CITRUS COUNTY, FLORIDA, ADOPTING THE TENTATIVE LEVYING OF AD VALOREM TAXES FOR THE CITY OF INVERNESS FOR FISCAL YEAR COMMENCING ON OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman McBride motioned to adopt the Tentative Mill Levy Resolution adopting a tentative millage rate of 7.6600 mills for the 2024-2025 fiscal year. Seconded by Councilman Davis. Roll call vote was as follows: Councilwoman Bega, yes; Councilman Davis, yes; Councilwoman Lizanich, yes; Councilman McBride, yes; Council President Hepfer, yes. The motion carried.

President Hepfer asked if there was a motion to read the Tentative Budget Resolution by title only. **Councilman Davis motioned to read the Tentative Budget Resolution by title only. Seconded by Councilwoman Lizanich. The motion carried.**

RESOLUTION NO. 2024-12

A RESOLUTION OF THE CITY OF INVERNESS OF CITRUS COUNTY, FLORIDA ADOPTING A TENTATIVE BUDGET COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR PROPOSED EXPENDITURES; PROVIDING TAXABLE VALUES; PROVIDING FOR OPERATIVE FISCAL YEAR; PROVIDING FOR EXPENDITURES DURING FISCAL YEAR AND SUBSEQUENT HOLD OVER FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilman Davis motioned to tentatively adopt the Tentative Budget Resolution adopting the tentative budget for the 2024-2025 Fiscal Year as proposed by roll call vote. Seconded by Councilwoman Lizanich. Roll call vote was as follows: Councilwoman Bega, yes; Councilman Davis, yes; Councilwoman Lizanich, yes; Councilman McBride, yes; Council President Hepfer, yes. Motion carried unanimously.

President Hepfer announced the final adoption hearing for September 17, 2024.

The Public Hearing was closed.

The Invocation was given by Mayor Plaisted 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

4)a) Cooter Kudo Presentation – Sister City Inverness Scotland Youth Sculpture Project with Mayor Plaisted presenting a Cooter Kudo to **Paul Saviskas, and the student ambassadors of culture and arts** and teacher Dave Brown, from a local high school, for their design and creation of the Sister Cities – Lakes to Lochs sculpture which will be presented by Mr. Saviskas to the Inverness Scotland officials in October.

4)b) Cooter Kudo Presentation – Cornerstone Baptist Church with Mayor Plaisted presenting a Cooter Kudo to Pastor Darrell Reneau for exceptional volunteer dedication and contributions to our community, participation in City events, and the positive impact made.

4)c) Cooter Kudo Presentation – Twistid Art Initiative with Mayor Plaisted presenting a Cooter Kudo to Elisha Belden for launching a new Summer Youth Theatre Program, supporting local troupes with workshops and classes, and the commitment to the arts has enhanced our community. Also, for the partnership in Cootertober and the month of events.

4)d) City Bond Rating with City Manager Williams and introduced Jeff Larson, the City's Financial Advisor. Mr. Larson spoke of the bond rating, Standard & Poor's, etc. Spoke of the bond issue in 2017 for the multi-million dollars projects planned at that time. Stated the City as overachieving with our demographic standards. The rating has bettered from A+ to AA-. He noted financial institutions use the rating as a guide for credit risk. The City's rating demonstrates it as less of a credit risk and no requirement of bond insurance.

PUBLIC HEARINGS / WORKSHOP

5)a) Ordinance 2024-832 Utility Fees and Charges – Final Adoption* with City Manager Williams stating at the June 18 Council meeting, an updated rate study for the City's water and wastewater utility was presented regarding user fees and charges necessary to operate and maintain the system for the next five years. August 6 was the first reading of the ordinance modifying the aforementioned rates with revised costs of meter installations based on current prices for meters and supplies, and deposits and fees to be when establishing services and when certain fees are to be applied. Council President Hepfer opened the Public Hearing. **Councilman McBride motioned to have the Clerk read Ordinance 2024-832 by Title only. Seconded by Councilwoman Bega. The motion carried.**

ORDINANCE 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.

No one spoke for or against the Ordinance. The Public Hearing was closed.

Councilman McBride motioned to adopt Ordinance 2024-832 by roll-call vote on a final reading. Seconded by Councilwoman Lizanich. Councilwoman Bega, yes; Councilman Davis, yes; Councilman McBride, yes; Councilwoman Lizanich, yes; President Hepfer, yes. The motion carried.

5)b) Ordinance 2024-833/834/835 1155 S. Prospect Terrace Annexation– Final Reading* with City Manager Williams stating the owner of a 10.81 acre commercial tract at 2901 W. Hwy 44 recently acquired a 0.51 acre tract at 1155 S. Prospect Terrace and the 0.90 acre tract at 1157 S. Prospect Terrace. The property owner, Signet Investment Holding LLLP, submitted an application to annex the two tracts into the City and change the zoning designation from General C - County) to Commercial (C - City). Council President opened the public hearing. Community Development Director Shoemaker provided an overview of both annexations. Councilman Davis noted this is the property of the local Ford dealership. The Public Hearing was opened. **Councilman Davis motioned to have the Clerk read Ordinance 2024-833 by Title only. Seconded by Councilwoman Lizanich. The motion carried.**

ORDINANCE 2024- 833

AN ORDINANCE ANNEXING TO THE CITY OF INVERNESS, FLORIDA, CERTAIN PROPERTY LOCATED AT 1155 S. PROSPECT TERRACE, SECTION 11, TOWNSHIP 19 EAST, RANGE 19 SOUTH, CITRUS COUNTY, FLORIDA PURSUANT TO CHAPTER 171, FLORIDA STATUTES PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION, DESCRIBING THE AREA TO BE ANNEXED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

Karen Esty spoke of the property being landlocked and she has no opposition. No one spoke against the Ordinance.

Councilman Davis motioned to adopt Ordinance 2024-833 by roll-call vote on a final reading. Seconded by Councilwoman Lizanich. Councilwoman Bega, yes; Councilman Davis, yes; Councilman McBride, yes; Councilwoman Lizanich, yes; President Hepfer, yes. The motion carried.

Councilman McBride motioned to have the Clerk read Ordinance 2024-834 by Title only. Seconded by Councilwoman Lizanich. The motion carried.

ORDINANCE 2024- 834

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN AS REQUIRED IN SECTIONS 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE LAND USE CHANGE INVOLVED

AND AMENDING THE FUTURE LAND USE MAP FOR THE PROPERTY SPECIFICALLY DESCRIBED HEREIN; RECLASSIFYING 0.51 ACRES OF ANNEXED PROPERTY FROM CITRUS COUNTY GENERAL COMMERCIAL (“GNC”) TO CITY OF INVERNESS COMMERCIAL (“C”); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

No one spoke for or against. **Councilman McBride** motioned to adopt Ordinance 2024-834 by roll-call vote on a final reading. Seconded by Councilwoman Lizanich. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Lizanich, yes; Councilman McBride, yes; Councilman Davis, yes; and President Hepfer, yes. The motion carried.

Councilwoman Lizanich motioned to have the Clerk read Ordinance 2024-835 by Title only. Seconded by Councilman McBride. The motion carried.

ORDINANCE 2024- 835

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF INVERNESS, FLORIDA; AMENDING THE OFFICIAL ZONING MAP FOR 0.51 ACRES FROM CITRUS COUNTY GENERAL COMMERCIAL (“GNC”) TO CITY OF INVERNESS COMMERCIAL (“C”); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

No one spoke for or against the Ordinance. The Public Hearing was closed. **Councilwoman Lizanich** motioned to adopt Ordinance 2024-835 by roll-call vote on a final reading. Seconded by Councilman McBride. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Lizanich, yes; Councilman McBride, yes; Councilman Davis, yes; and President Hepfer, yes. The motion carried.

5)c) Ordinance 2024-836/837/838 1157 S. Prospect Terrace Annexation– Final Reading* with City Manager Williams stating the owner of a 10.81 acre commercial tract at 2901 W. Hwy 44 recently acquired a 0.51 acre tract at 1155 S. Prospect Terrace and the 0.90 acre tract at 1157 S. Prospect Terrace. The property owner, Signet Investment Holding LLLP, submitted an application to annex the two tracts into the City and change the zoning designation from General C - County) to Commercial (C - City). Council President opened the Public Hearing. **Councilman McBride** motioned to have the Clerk read Ordinance 2024-836 by Title only. Seconded by Councilwoman Lizanich. The motion carried.

ORDINANCE 2024- 836

AN ORDINANCE ANNEXING TO THE CITY OF INVERNESS, FLORIDA, CERTAIN PROPERTY LOCATED AT 1157 S. PROSPECT TERRACE, SECTION 11, TOWNSHIP 19 EAST, RANGE 19 SOUTH, CITRUS COUNTY, FLORIDA PURSUANT TO CHAPTER 171, FLORIDA STATUTES PROVIDING FOR TERMS AND CONDITIONS OF SAID ANNEXATION,

DESCRIBING THE AREA TO BE ANNEXED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

No one spoke for or against the Ordinance. Councilwoman Bega motioned to adopt Ordinance 2024-836 by roll-call vote on a final reading. Seconded by Councilman Davis. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Lizanich, yes; Councilman McBride, yes; Councilman Davis, yes; and President Hepfer, yes. The motion carried.

Councilman McBride motioned to have the Clerk read Ordinance 2024-837 by Title only. Seconded by Councilwoman Lizanich. The motion carried.

ORDINANCE 2024- 837

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE CITY OF INVERNESS, FLORIDA COMPREHENSIVE PLAN AS REQUIRED IN SECTIONS 163.3161 THROUGH AND INCLUDING SECTION 163.3248, FLORIDA STATUTES; DETAILING THE LAND USE CHANGE INVOLVED AND AMENDING THE FUTURE LAND USE MAP FOR THE PROPERTY SPECIFICALLY DESCRIBED HEREIN; RECLASSIFYING 0.90 ACRES OF ANNEXED PROPERTY FROM CITRUS COUNTY GENERAL COMMERCIAL (“GNC”) TO CITY OF INVERNESS COMMERCIAL (“C”); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

No one spoke for or against the Ordinance. Councilwoman Bega motioned to adopt Ordinance 2024-837 by roll-call vote on a final reading. Seconded by Councilman Davis. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Lizanich, yes; Councilman McBride, yes; Councilman Davis, yes; and President Hepfer, yes. The motion carried.

Councilman McBride motioned to have the Clerk read Ordinance 2024-838 by Title only. Seconded by Councilwoman Lizanich. The motion carried.

ORDINANCE 2024- 838

AN ORDINANCE OF THE CITY OF INVERNESS, FLORIDA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF INVERNESS, FLORIDA; AMENDING THE OFFICIAL ZONING MAP FOR 0.90 ACRES FROM CITRUS COUNTY GENERAL COMMERCIAL (“GNC”) TO CITY OF INVERNESS COMMERCIAL (“C”); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Debbie Wheatley spoke about the annexation process being educational and how the City must follow the guidelines. No one spoke for or against the Ordinance. The public hearing was closed. Councilwoman Bega motioned to adopt Ordinance 2024-838 by roll-call vote on

a final reading. Seconded by Councilwoman Lizanich. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Lizanich, yes; Councilman McBride, yes; Councilman Davis, yes; and President Hepfer, yes. The motion carried.

OPEN PUBLIC MEETING

David Mohr with Storm Distillery asked Council to reconsider the ordinance regarding the Entertainment District. Compared the ABV, alcohol by volume, for beer, wine, and alcohol.

Keith Shewbart with Twysted Vyne Wine and Beer Bistro stated in favor of the amendment to the Entertainment District. He is proud to be part of downtown Inverness. Asked Council to reconsider as they can withdraw the change in the future if necessary.

Anna Loughridge with No to 4.org spoke of using this time to educate the community regarding Amendment 4 and provided details.

Herb Pfeiffer spoke of the Entertainment District and how he cannot partake currently as he does not drink beer or wine.

CITY ATTORNEY REPORT

None

CONSENT AGENDA

- a) Bill Listing*
 - Recommendation – Approval
- b) Council Minutes – 08/20/2024*
 - Recommendation – Approval

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

CITY CLERK'S REPORT

9)a) Charter Referendum Update with City Clerk Jackson stating by the majority of the City of Inverness voters, the City's Charter has been revised to eliminate Section 4.6 – City Canvassing Board, of Article IV - Elections. By the voters' approval of this change, the City election ballots will continue to be canvassed by the Citrus County Canvassing Board, which has been that way since approx. 2006. This is another decision that continues to maintain a workable, sustainable budget by maintaining expenditures with regard to City Elections.

CITY MANAGER'S REPORT

10)a) Cootertoiber Update with City Manager Williams stating last year, the City introduced a month-long set of events known as Cootertoiber. This relied on a public private partnership with Twistid Arts Initiative, that maintained the Cooter brand and recognized the popularity of elements of premium musical acts and cultural arts. With over 30 events across the City, Cootertoiber gave everyone in the family something to be a part of. This year's Cootertoiber is set to have well over 30 events once again. Asst. Parks & Rec Director Bechtel spoke to the various events and introduced Elisha Belden with Twistid Arts Initiative to present additional details to this year's Cootertoiber event. She also stated that Cootertoiber went viral on the internet. Councilwoman Lizanich questioned if there would be pumpkins again at the carnival with Ms. Belden confirming. Mayor Plaisted spoke of the recent Jeep rally and suggested an event called Jeepers Creepers next year. ***No Action Required – (Verbal)***

10)b) Ordinance 2024-839 Entertainment District with City Manager Williams stating several Council members, as well as a number of affected businesses, requested this item is being brought back for Council's consideration. This ordinance was considered at the previous meeting of Council resulting in a 2-2 vote, effectively not providing a clear decision by Council. The City has been hosting events in the Downtown Business District for over a decade. The approach relied on the closures of streets and the time from time provision of open container alcohol sales, thus competing with the local businesses. The state allows for the establishment of certain geographically defined Entertainment Districts by way of local ordinance adoption to allow for temporary expansion of premises for the purpose of beer and wine sales by businesses within the defined area under certain guidelines and controls. Legislative House Bill 1107 passed the House, Senate, and approved by the Governor on May 6, 2022. City Council adopted Ordinance 2021-771 which amended parts of Chapters 4 and 18 of the Code of Ordinances. The Ordinance specifies that only the sales of beer and wine would be allowed into the Entertainment District Area, a person may only possess one drink at a time, and the container must be no greater than 16-ounces and be City- approved. Local business owners have indicated a desire to add the sale of alcohol to the currently approved beer and wine sales. Including liquor and distilled beverages is a potential opportunity to incorporate existing businesses into downtown events, increase walkability between businesses during an event, increase activity within the Downtown Business District to promote more events, and encourage downtown establishments to work together and increase revenue from downtown events. Councilwoman Bega spoke of years ago when the Entertainment District was introduced. She is for the change. Mayor Plaisted spoke of alcohol by volume (ABV) being not much difference between beer, wine, and alcohol. Questions the 2 nay votes from last meeting. Councilman Davis spoke of the ABV, how people now come to events with coolers and no way to police that. Noted these are family events. Alcohol in a controlled environment would be okay, but this is his personal conviction. Councilman McBride spoke of the relevance, and he opposes the change. Wants City to take a conservative approach. Councilwoman Lizanich agreed with Councilwoman Bega. This also helps support local businesses and improve visitors' experiences. President Hepfer understands and see everyone's points. Currently this is not fair to businesses and asked Mr. Mohr to compare beer (India Pale Ale) with 10-11% ABV to Rum and Coke with 6.1%. **Councilwoman Bega motioned to have the Clerk read Ordinance 2024-839 by Title only. Seconded by Councilwoman Lizanich. The motion carried.**

ORDINANCE 2024-839

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INVERNESS, FLORIDA, AMENDING SECTION 18-34, "OUTSIDE CONSUMPTION IN THE DOWNTOWN ENTERTAINMENT DISTRICT (1) DEFINITIONS"; PROVIDING FOR CODIFICATION, CONFLICTS, AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Councilwoman Bega motioned to approve Ordinance 2024-839 by roll-call vote on a first reading. Seconded by Councilwoman Lizanich. Roll call vote was as follows: Councilwoman Bega, yes; Councilwoman Lizanich, yes; Councilman McBride, no; Councilman Davis, no; and President Hepfer, yes. The motion carried.

10)c) Sunrise Group – Lobbying Services Renewal* with City Manager Williams stating the agreement with the Sunrise Group is set to expire September 30 and must be renewed to continue with lobbying services for the next year and legislative sessions therein. Inverness has a number of projects and initiatives that should be lobbied to the state Legislature for cooperative funding. The renewal will maintain the same terms and conditions, with an increase to \$36,000 annually. **Councilwoman Bega motioned to renew the agreement with the Sunrise Group for Lobbying Services and authorize the City Manager to craft, execute, and transmit a renewal letter. Seconded by Councilwoman Lizanich. The motion carried.**

10)d) Utility Operations and Maintenance Agreement – US Water Piggyback Amendment* with City Manager Williams spoke of the City’s Wastewater Plant, Potable Water Plant, and Lift Stations. The City utilized the efficiency of the piggyback process to use the controlling agreement in place with the City of Crystal River for favorable terms and conditions including acceptable pricing of similar services and functions. Crystal River recently amended the original controlling agreement for services provided by US Water Services Corporation and secured services from October 1, 2024, through September 30, 2029, with a provision to extend the agreement for five additional years through September 30, 2034, pending satisfactory performance and mutual agreement of both parties. In addition to the adjustment of the agreement term, there was a price adjustment approved regarding increased labor costs and other inflationary effects. For Inverness this would reflect next year's cost increase of 4.3% in the contract value for a total of \$1,328,108.88. **Councilwoman Bega motioned to accept Amendment No. 3 to the US Water Services Corporation Utilities Operation, Maintenance and Management Agreement in the amount of \$1,328,108.88 per year. Seconded by Councilwoman Lizanich. The motion carried.**

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

- 9/11 Ceremony/Exhibit with Parks & Rec Director Worley noting this will be on Nov. 11 with the ceremony at 8:30am at the Depot Pavilion and the exhibit at the Valerie Theatre from 9:30am – 6:00pm.
- Spoke of the bond rating, utility rates and reserve policies.
- Saturday Night downtown was the biggest yet with a great crowd. Spoke of partnerships.
- This is the second year for Cootertober and is very excited for all that is planned.

COUNCIL/MAYOR SUBJECTS

Mayor Plaisted stated it was great to be back after 3 ½ weeks in Ecuador. Commented that even with differences and dialogue between Council, it never affects friendships. Spoke of Election season and do not put political signs on property without permission.

Councilwoman Bega noted she was out of town for the last meeting. Thanked everyone who speaks at the meetings.

Councilman McBride underscored the Mayor’s comments. Spoke of various agenda items. This is a great place to be.

Councilman Davis stated he supports the businesses 100%. Appreciates the comments by the community members as they are the pulse of the City. He respects all Councils opinions.

Councilwoman Lizanich stated they might not always agree but they are respectful. Spoke of the youth engagement programs and that it gives the youth a sense of pride.

President Hepfer spoke of a person from the Villages that praised Small Town Saturday Night event. Thanked the staff and Law Enforcement for all they do. Quoted we are to love each other even though not always agree.

CITIZENS NOT ON AGENDA

Debbie Wheatley asked about the Holden Park Reclaimed Water project with City Manager Williams stated it is ongoing as there is so much involved with the City, County, etc. Spoke of a possible controlled burn in Whispering Pines Park.

Anna Loughridge spoke again regarding Amendment 4 and continued to educate the community.

Meeting adjourned at 7:36 p.m.

City Clerk

Council President

Agenda Memorandum - *City of Inverness*

September 17, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Residential Garbage Service Proposed Schedule Changes

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

Enclosures: 1. Waste Management Proposed Service Day Changes Presentation

As Council is aware the City enjoys a great residential garbage service provided via PPP with GFL and Waste Management as a subcontractor therein. Waste Management is currently providing residential trash, recycling, yard waste, and bulk item pickup services for City Residents. Their schedule at present dedicates different days of the week for Residents to put the various types of waste out for pickup. Waste Management is proposing to change the schedule so that Residents will put all four types of waste out on their scheduled pickup day. This will create a less confusing schedule for Residents to follow and create efficiencies for the way Waste Management runs its routes. Waste Management is proposing the changes to be in effect on 10/14/24.

Waste Management fund and distribute advertising material to include a flier insert for the September utility bills of Residents and will also mail a postcard to all Residents. Residents that will have a service day change will also receive a notice attached to their cart. It is recommended that Council receive a presentation from staff and Waste Management representatives regarding the proposed change, then provide consensus direction on supporting and implementing the proposed schedule as presented.

Recommended Action:

1. Allow Staff and Waste Management Representatives to present
2. Council discuss the matter
3. Provide consensus direction to support and implement the proposed schedule as presented

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

Eric C. Williams
City Manager

WM Proposal for Collection Service Day Changes



Current Service Days in the City

- Once per week 95-gallon cart only collection of trash on Monday, Tuesday, Wednesday, Thursday and Friday
- Wednesday Once per week single stream recycling with 65-gallon cart and Yard Waste/Bulk collection to *ALL* City residences



Proposed Service Days in the City

Resident's 95-gallon garbage cart, 65-gallon recycling cart and Yard Waste/Bulk will **ALL** be serviced on Residents current pick-up day.**

The new schedule with “one collection day per week” for everything is more convenient for residents and helps keep the City streets beautiful.

**** Note:** These route changes to new schedules require a service day change approximately 500 residents. These customers will be scheduled to another day of the week.



Proposed Implementation Schedule

- First day for new route schedules will be Monday, October 14th.
- WM will fund schedule change insert for City Utility Billing.
- WM will also fund/mail a post card to all residents outlining the changes two weeks prior to October 14th. (See Communication pieces on following slides).
- 500 Residents requiring a day change will receive a separate day change notice at their homes. The notice will be attached to homeowners' cart. There will be two notices. One will be 2 weeks in advance and the final notice will be 1 week in advance.



Post Card to Residents (Front)

**YOUR
SERVICE
DAYS ARE
CHANGING**

Beginning the week of **OCTOBER 14, 2024** your recycling, yard waste and bulk waste will be collected on your **CURRENT** trash collection day.

This change is being made to make your curbside collection services more efficient, keeping safety as a top priority.

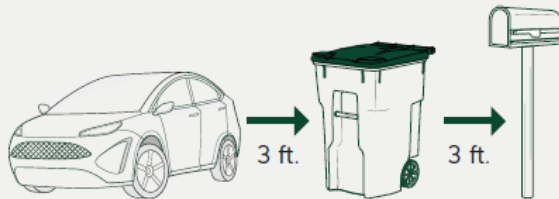


Post Card to Residents (Back)

Dear City of Inverness Resident,

Beginning the week of **OCTOBER 14, 2024** your recycling, yard waste and bulk waste will be collected on your **CURRENT** trash collection day.

Please note, a small portion of residents will have a service day change for their trash collection. These residents will be informed prior to October 14 with a note attached to their trash cart.



Your cart must be **THREE (3) FEET** from other carts, parked cars, and mailboxes. The cart opening must be facing the street. Please ensure items are curbside by 6 a.m. on your collection day.

8708 NE 44th DR
Wildwood, FL 34785

QUESTIONS?

Contact the City of Inverness Public Works Department at (352) 726-2611.

Trash Day Change Cart Hanger

DAY CHANGE WILL BE CIRCLED



IMPORTANT!
**CURBSIDE
COLLECTION
SERVICE DAY
CHANGE**

Beginning the week of **October 14, 2024**
your **NEW** collection day for **TRASH, RECYCLING,**
YARD WASTE, AND BULK WASTE is:

MONDAY	TUESDAY
THURSDAY	FRIDAY

Thank you for your understanding and cooperation.

QUESTIONS?
Contact the City of Inverness Public Works Department
at (352) 726-2611.

Agenda Memorandum - *City of Inverness*

September 17, 2024

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Third Friday Night Car Show
CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Alexis Koter, Finance Director, Woody Worley, Parks & Recreation Director

Enclosures:

In February 2020, the Third Friday Night Car Show was moved from the downtown area to the newly renovated Wallace Brooks park where it took place for the next year during the COVID pandemic. Following COVID affecting the entire community, the downtown businesses lobbied the Council to move the Third Friday Car Show back to the downtown area in hopes of helping bring more people back into the area and help the businesses recover from the COVID pandemic. The Council agreed and in February 2021 moved the Car Show back to the downtown area. In June 2021, the City looked to go in a new direction with the Car Show and partnered with the Citrus Vettes & Camaros Car Club Inc. to manage the event.

The downtown businesses are now thriving once again and are at a point where the Car Show is having negative effects on some. In particular, the non-eatery businesses are not seeing a positive impact from the car show. They have had to shut the doors early, not seeing the foot traffic, and customers not being able to get parking to get to their business, resulting in certain lost finances. The agreement will expire at the end of September with the Citrus Vettes & Camaros Car Club Inc. Staff is seeking Council discussion and direction on the options of either keeping the Third Friday Car Show in the downtown area as we are currently doing, moving the car show to a different location on the third Friday, or moving it to a different day altogether. The Citrus Vettes & Camaros Car Club Inc. has notified staff that they may not be able to continue managing the Car Show if a change is made to location and/or day. In the event that the Council decides to make a change to the location, Citrus Vettes & Camaros Car Club Inc. would like to host an October 18th and November 8th Car Show in the downtown area.

The Corvettes and Camros Car Club have been great partners for the City and the goal would be to continue in a partnership within the framework of what Council directs.

Recommended Action -

1. Motion and second to consider one of the following:
 - Continuing with the Citrus Vettes & Camaros Car Club Inc. having the Third Friday Car Show in the downtown area and authorize City Manager to execute the agreement documents.
 - Moving the Third Friday Car Show to a different location but same day and time.

- Moving the Car Show to a different day and keeping downtown.
- 2. Deliberate the matter
- 3. Vote on the matter

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

Eric C. Williams

Agenda Memorandum - *City of Inverness*

September 17, 2024

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Whispering Pines Park Administrative Building Lease Agreement - CCSO*
CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk, Woody Worley, Parks & Recreation Director, Alexis Koter, Finance Director
Enclosures: 1. 24-25 Whispering Pines signed letter.CCSO Admin Bldg

The City enjoys a mutually beneficial relationship with the CCSO for the lease of the former Whispering Pines Park Administrative Office Building. As the Council is aware, this building has been leased by the CCSO for a number of years. The arrangement provides not only revenue from the lease but an enhanced/increased law enforcement presence in the park.

As the Council is aware, the incoming sheriff will take office beginning January 7, 2025. Knowing there could be changes, the agreement is being modified to go through the end of the current sheriff's term (through January 6, 2025). At that time, the incoming sheriff will take office and the City will need to revisit a new agreement. The agreement will have a rental rate of \$1,711.32 monthly (\$5,133.96 total through the end of the year). It is recommended that we continue with the modified lease agreement, through the end of the calendar year, by way of approval and execution of the enclosed renewal letter.

Recommended Action -

1. Motion and second to renew the modified lease agreement with the Citrus County Sheriff's Office for the use of the former Whispering Pines Park Administrative Building through the end of the calendar year and authorize that the City Manager 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



September 6, 2024

Susan Jackson, City Clerk
City of Inverness
212 West Main Street
Inverness, FL 34450

Re: Whispering Pines Park Administration Building
Request for Renewal - Lease No. 2013-1CCSO

Dear Ms. Jackson:

Please permit this correspondence to serve as a request for renewal of the above mentioned lease for the period of October 1, 2024 through January 6, 2025. The lease listed monthly rental is \$1,711.32 (\$5,133.96). This renewal is contingent upon the approval by the Inverness City Council and the Citrus County Sheriff's Office of the 2024-2025 Enhanced Law Enforcement Services contract for the Citrus County Sheriff's Office to provide enhanced law enforcement services to the City of Inverness. We ask that you please sign below acknowledging this renewal and return a copy to my office.

As always, it is a pleasure working with you. If I can be of further assistance, please do not hesitate to call.

Sincerely,

Colonel Elena Vitt
Bureau of Support Operations
Citrus County Sheriff's Office

City of Inverness
Accepted by:

Signature

Printed name

Agenda Memorandum - *City of Inverness*

September 17, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: 203 E. Dampier Street Bldg Lease - CORE and Chamber of Commerce Agreements

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

Enclosures: 1. CORE Inverness Office - Facility Use Agreement with City of Inverness.Core JTH 8-12-24
2. CORE Inverness Office - Facility Use Agreement with City of Inverness.Chamber JTH 8-12-24

Back on November 22, 2021, the City engaged in a facility use agreement with the Citrus County Chamber of Commerce, Inc. for the property owned by the City located at 203 E. Dampier Street, Inverness, Florida 34450, to operate the Citrus County One Stop Recovery and Economic Center. The Recovery Center was established to assist the community's small business sector recover from the impacts of the COVID-19 pandemic. The Recovery Center was originally administered by the Chamber, but in 2023, with the impacts of the pandemic largely resolved, the Recovery Center transitioned its mission to providing economic development assistance to existing and prospective businesses headquartered in Citrus County and became a separate and distinct entity from the Chamber, but continued to use the CORE acronym. The acronym CORE was modified to stand for Citrus One Stop Resource Entrepreneur Business Center and CORE continued to use the premises, along with the Chamber, for its new purposes.

It is mutually beneficial for the City to proceed with the joint usage of the premises by the Chamber and the CORE. It is recommended that Council approve the facility use agreements with the Chamber of Commerce and the CORE respectfully.

Recommended Action -

1. Allow Staff to Speak
2. Motion and second to approve the facility use agreement with the Chamber for the use of the property owned by the City located at 203 E. Dampier Street, Inverness, FL.
3. Deliberate the matter
4. Vote the matter
5. Motion and second to approve the facility use agreement with the CORE for the use of the property owned by the City located at 203 E. Dampier Street, Inverness, FL.
6. Deliberate the matter
7. Vote the matter

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

Eric C. Williams

CITY OF INVERNESS FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is between the City of Inverness (“CITY”), a Florida Municipal Corporation, the address of which is 212 West Main Street, Inverness, FL 34450, and Business Center for Citrus County, Inc., a Florida not for profit corporation, DBA CORE (“CORE”), the address of which is 203 E. Dampier Street, Inverness, Florida 34450.

RECITALS

A. On or about November 22, 2021, CITY and Citrus County Chamber of Commerce, Inc. (“Chamber”) entered into that certain City of Inverness Facility Use Agreement for the property owned by CITY located at 203 E. Dampier Street, Inverness, Florida 34450 (“Premises”), to operate the Citrus One Stop Recovery and Economic Center, which they referred to as “CORE” (“Recovery Center”).

B. The Recovery Center was established to assist the community’s small business sector recover from the impacts of the COVID-19 pandemic.

C. The Recovery Center was originally administered by the Chamber, but in 2023, with the impacts of the pandemic largely resolved, the Recovery Center transitioned its mission to providing economic development assistance to existing and prospective businesses headquartered in Citrus County and became a separate and distinct entity from the Chamber but continued to use the “CORE” acronym.

D. The acronym CORE was modified to stand for Citrus One Stop Resource Entrepreneur Business Center and CORE continued to use the Premises, along with the Chamber, for its new purposes.

E. The CITY now wishes to memorialize the joint usage of the Premises by Chamber and CORE.

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, CITY and CORE hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated as if fully set forth herein.

2. **Non-Exclusive License.**

- a. CITY hereby grants CORE a non-exclusive license to use of the Premises as further set forth herein.
- b. It is understood that Core will be sharing the Premises with the Chamber. The Chamber will primarily occupy and use the Front Desk and Lobby area while Core will primarily occupy and use the Offices. The kitchen, conference room, and any other areas shall be considered common areas.

3. **Term.**

- a. The term of this agreement (“Initial Term”) shall be for one (1) year commencing on _____, 2024, or the date executed by all the parties hereto (“Commencement Date”).
- b. The Initial Term shall be automatically renewed for successive one (1) year periods (each a “Renewal Term”) unless written notice of non-renewal is provided to the other party at

lease thirty (30) days prior to the renewal. The Initial Term and any Renewal Term shall be referred to as the "Term."

- c. Either Party may terminate this Agreement for convenience and without cause at any time by providing 30 days written notice to the other party.

4. User Fee. CORE shall pay CITY a user fee in the following amount and manner:

- a. Beginning on the commencement date through the sixth month (October through March) the CORE will pay CITY five thousand and 00/100 dollars (\$5,000). Beginning on the commencement of the seventh month through the twelfth month (April through September) the CORE shall pay CITY five thousand and 00/100 dollars (\$5,000).
- b. CORE shall pay one half (1/2) of the total monthly utility expenses (electric, water, sewer, and sanitation) of the Premises during the Term.
- c. The User Fee shall be due within 90 days of the first day of this agreement and on the first day of the seventh month thereafter, and such fee shall be payable to the CITY at the above listed address.
- d. It is the intention of the CITY and CORE that the user fee herein specified and reserved shall be absolutely net to the CITY so that if CITY is charged any item of expense for which the CITY is, or may become liable from a third party or entity, because of CORE operation of its programs pursuant to this Agreement, then the CITY shall be reimbursed by CORE for any and all such costs, expenses or obligations.

5. No Use That Increase Insurance Risk.

- a. In utilizing the Premises, CORE will maintain liability insurance and loss prevention insurance of CORE items stored on the Premises and include the City of Inverness as an additional insured.
- b. CORE shall not use the Premises in any manner, even for the purposes of which the Premises are utilized, that will increase risks covered by insurance on the building where the Premises are located, so as to increase the rate of insurance on the Premises, or to cause cancellation of any insurance policy covering the building. CORE further agrees not to keep on the Premises, or permit to be kept, used or sold thereon, anything prohibited by the fire insurance policy covering the Premises. CORE shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Premises and building.

6. Use of Premises.

- a. CORE shall have the non-exclusive right to use the Premises as its Inverness location and service center. CORE shall not use the Premises for any other purpose without CITY'S prior written consent, which consent may be withheld by CITY in its sole discretion, CORE agrees that no business shall be carried on, nor any act or acts done or permitted to be done on the Premises that in any manner conflicts with any applicable valid law or regulation of the City of Inverness, Citrus County, the State of Florida, or the United States of America or any department, bureau or agency thereof.

- b. It is understood by the CITY and CORE that the premises will be primarily used for the operation of the CORE. However, nothing contained herein shall be construed to prevent CORE, with prior written consent by the CITY, from using the premises for any lawful purpose which might reasonably be expected with the above described use.
- 7. **Alteration and Removal of Improvements.** CORE shall not make any alterations to the Premises, unless approved in writing by CITY. Any permanent improvements or equipment upgrades shall remain the property of the CITY upon termination of this Agreement.
- 8. **Repairs.** During the Term of this Agreement or any extension or renewal, CORE shall make all repairs on their own equipment. Any repairs deemed necessary to keep premises in good condition and repair, will be conducted by the CITY and/or designated contractor. CORE further agrees that all damage or injury done to the premises by the organization except for the CITY, its agents, servants and employees, shall be repaired by CITY at CORE expense. CORE agrees that at the expiration of this Agreement, or upon earlier termination thereof, to quit and surrender said premises in good condition and repair, reasonable wear and tear expected.
- 9. **Building Grounds.** The landscape and all areas surrounding the building will be maintained by the CITY. CORE will be responsible for keeping these areas clear of trash and debris. No signs will be placed on the grounds or on the building without prior approval of the CITY at any time.
- 10. **Utilities and Service.** The CITY will be responsible for pest control service. The CITY will initially incur the cost of water, sewer service and electric use, which CORE will reimburse the CITY upon receiving billing invoice from CITY for its portion of usage therein.

11. Insurance.

- a. CORE will, at all times during the Term of the Agreement, at their own cost and expense, obtain, maintain and keep in full-force comprehensive general public liability insurance against the claims for personal injury death or property damage occurring in, on or about the demised premises or on an occurrence basis with aggregate single limit coverage in an amount not less than One Million Dollars (\$1,000,000) for bodily injury, personal injury including death; and One Million Dollars (\$1,000,000) with respect to damage to property.
 - b. CORE agrees that all of the above described insurance shall be non-cancellable while they occupy the premises and if the need arises to cancel insurance coverage will require a ten (10) days written notice to CITY. CITY and CORE agree that insurance requirements hereunder shall name the City of Inverness, as additional insured, and agrees to provide the CITY, at all times, proof of existence of said insurance.
- 12. **Indemnification.** CORE shall hold CITY harmless and indemnify CITY from and against any and all liability, damages, out of pocket costs and reasonable attorneys' fees, injury, actions or causes of action whatsoever:
 - a. Suffered or occasioned upon the Premises or arising out of the operation, conduct and use of the Premises, except those caused or created by CITY, its agent, employees and contractors;
 - b. For any injury to or death of any person or persons or damage to property caused by the negligence or willful misconduct of CORE, its invitees, agents and employees, or by a default by CORE under this Agreement; or

- c. Resulting from any generation, use, treatment, storage or release of any hazardous or toxic materials or substances or wastes at the Premises during the Term or resulting from any violation during the Term of any environmental laws, rules or regulations applicable to the Premises or any operation conducted thereon.
 - d. CORE 's grant of indemnity to CITY hereby survives expiration of this Agreement.
 - 13. **Default.** If CORE defaults by failing to pay the User Fee on or before the due date set forth above, and if said default continues for fifteen (15) days after written notice thereof is delivered to CORE by CITY, or if CORE defaults through its failure to comply with any of the other covenants or conditions of this Agreement, and such default shall continue for thirty (30) days after notice thereof in writing to CORE by CITY without correction, CITY may declare the Term of this Agreement terminated by giving CORE written notice of such intention. If possession of the Premises is not surrendered, CITY may re-enter said premises. CITY shall have, in addition to the remedy above provided, any other right or remedy available to CITY on account of any CORE default, either in law or equity. CITY shall use reasonable efforts to mitigate its damages. Notwithstanding the foregoing, CITY may terminate this Agreement immediately if there is a danger or threat to public safety, at the CITY's sole and absolute discretion.
 - 14. **Service of Notice.** Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless the same shall be in writing and delivered either in person or sent postage prepaid by United States registered or certified mail, return receipt requested, and:
 - a. If intended for the CITY shall be addressed to:

Eric C. Williams
City Manager
City of Inverness
212 W. Main Street
Inverness, FL 34450
 - b. And if intended for CORE shall be addressed to:

Jim Green, President
CORE
203 East Dampier Street
Inverness, FL 34450
- or such other address as either party may designate by notice given in writing from time to time in accordance with this paragraph. Any notice given in accordance with the provisions of the Paragraph shall be deemed to have been given as the date of such notice shall have been placed in the United States postal service.
- 15. **Compliance with Laws.** CORE will promptly comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the said premises.
 - 16. **Invalidity of Provision.** If any term, covenant, condition or provision of Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or

unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent of permitted law.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNED BY

Business Center for Citrus County, Inc., a Florida not for profit corporation, DBA CORE	CITY OF INVERNESS, FLORIDA
Jim Green, President	Eric C. Williams, CITY Manager
Date:	Date:

CITY OF INVERNESS FACILITY USE AGREEMENT

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RECITALS

A. On or about November 22, 2021, CITY and Citrus County Chamber of Commerce, Inc. (“CHAMBER”) entered into that certain City of Inverness Facility Use Agreement for the property owned by CITY located at 203 E. Dampier Street, Inverness, Florida 34450 (“Premises”), to operate the Citrus One Stop Recovery and Economic Center, which they referred to as “CORE” (“Recovery Center”).

B. The Recovery Center was established to assist the community's small business sector recover from the impacts of the COVID-19 pandemic.

C. The Recovery Center was originally administered by CHAMBER, but in 2023, with the impacts of the pandemic largely resolved, the Recovery Center transitioned its mission to providing economic development assistance to existing and prospective businesses headquartered in Citrus County and became a separate and distinct entity from the CHAMBER but continued to use the “CORE” acronym.

D. The acronym CORE was modified to stand for Citrus One Stop Resource Entrepreneur Business Center and CORE continued to use the Premises, along with the CHAMBER, for its new purposes.

E. The City now wishes to memorialize the joint usage of the Premises by CHAMBER and CORE.

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, CITY and CHAMBER hereby agree as follows:

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2. **Non-Exclusive License.**
 - a. CITY hereby grants CHAMBER a non-exclusive license to use of the Premises as further set forth herein.
 - b. It is understood that the CHAMBER will be sharing the Premises with CORE. CHAMBER will primarily occupy and use the Front Desk and Lobby area while CORE will primarily occupy and use the Offices. The kitchen, conference room, and any other areas shall be considered common areas used by both parties.
3. **Term.**
 - a. The term of this agreement (“Initial Term”) shall be for one (1) year commencing on [REDACTED], 2024, or the date executed by all the parties hereto (“Commencement Date”).
 - b. The Initial Term shall be automatically renewed for successive one (1) year periods (each a “Renewal Term”) unless written notice of non-renewal is provided to the other party at

lease thirty (30) days prior to the renewal. The Initial Term and any Renewal Term shall be referred to as the "Term."

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4. User Fee. CHAMBER shall pay CITY a user fee in the following amount and manner:

- a. Beginning on the Commencement Date and continuing throughout the Term, CHAMBER shall pay CITY Three Hundred and 00/100 Dollars (\$300.00) per month ("User Fee").
- b. CHAMBER shall pay one half (1/2) of the total monthly utility expenses (electric, water, sewer, and sanitation) of the Premises during the Term.
- c. The User Fee shall be due on the first day of the Term of this Agreement and on the first day of each month thereafter, and such fee shall be payable to the CITY at the above listed address.
- d. It is the intention of the CITY and CHAMBER that the User Fee herein specified and reserved shall be absolutely net to the CITY so that if CITY is charged any item of expense for which the CITY is, or may become liable from a third party or entity, because of CHAMBER operation of its programs pursuant to this Agreement, then the CITY shall be reimbursed by CHAMBER for any and all such costs, expenses or obligations.

5. No Use That Increase Insurance Risk.

- a. In utilizing the Premises, CHAMBER will maintain liability insurance and loss prevention insurance of CHAMBER items stored on the Premises and include the City of Inverness as an additional insured.
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- b. It is understood by the CITY and CHAMBER that the premises will be primarily used for the operation of the CHAMBER. However, nothing contained herein shall be construed to

prevent CHAMBER, with prior written consent by the CITY, from using the premises for any lawful purpose which might reasonably be expected with the above-described use.

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12. **Indemnification.** CHAMBER shall hold CITY harmless and indemnify CITY from and against any and all liability, damages, out of pocket costs and reasonable attorneys' fees, injury, actions or causes of action whatsoever:
- a. Suffered or occasioned upon the Premises or arising out of the operation, conduct and use of the Premises, except those caused or created by CITY, its agent, employees and contractors;
 - b. For any injury to or death of any person or persons or damage to property caused by the negligence or willful misconduct of CHAMBER, its invitees, agents and employees, or by a default by CHAMBER under this agreement; or

- c. Resulting from any generation, use, treatment, storage or release of any hazardous or toxic materials or substances or wastes at the Premises during the Term or resulting from any violation during the Term of any environmental laws, rules or regulations applicable to the Premises or any operation conducted thereon.
 - d. CHAMBER 's grant of indemnity to CITY hereby survives expiration of this Agreement.
 - 13. **Default.** If CHAMBER defaults by failing to pay the User Fee on or before the due date set forth above, and if said default continues for fifteen (15) days after written notice thereof is delivered to CHAMBER by CITY, or if CHAMBER defaults through its failure to comply with any of the other covenants or conditions of this Agreement, and such default shall continue for thirty (30) days after notice thereof in writing to CHAMBER by CITY without correction, CITY may declare the Term of this Agreement terminated by giving CHAMBER written notice of such intention. If possession of the Premises is not surrendered, CITY may re-enter said premises. CITY shall have, in addition to the remedy above provided, any other right or remedy available to CITY on account of any CHAMBER default, either in law or equity. CITY shall use reasonable efforts to mitigate its damages. Notwithstanding the foregoing, CITY may terminate this agreement immediately if there is a danger or threat to public safety, at the CITY's sole and absolute discretion.
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 - a. If intended for the CITY shall be addressed to:

Eric C. Williams
City Manager
City of Inverness
212 W. Main Street
Inverness, FL 34450
 - b. And if intended for CHAMBER shall be addressed to:

Josh Wooten
President / CEO
Citrus County Chamber of Commerce
915 N. Suncoast Blvd.
Crystal River, FL 34429
- or such other address as either party may designate by notice given in writing from time to time in accordance with this paragraph. Any notice given in accordance with the provisions of the Paragraph shall be deemed to have been given as the date of such notice shall have been placed in the United States postal service.
- 15. **Compliance with Laws.** CHAMBER will promptly comply with all applicable and valid laws, ordinances and regulations of Federal, State, County, Municipal or other lawful authority pertaining to the use and occupancy of the said premises.
 - 16. **Invalidity of Provision.** If any term, covenant, condition or provision of Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or

unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this agreement shall be valid and enforceable to the fullest extent of permitted law.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

SIGNED BY

CITRUS COUNTY CHAMBER OF COMMERCE, Inc., a Florida not for profit corporation	CITY OF INVERNESS, FLORIDA
Josh Wooten, President/CEO	Eric C. Williams, CITY Manager
Date:	Date:

Agenda Memorandum - *City of Inverness*

September 17, 2024

TO: Elected Officials

FROM: Eric Williams, City Manager

SUBJECT: Annual Chronicle Advertising Agreement*

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

Enclosures: 1. 2024.2025 Advertising Agreement
2. Chronicle.City of Inverness Event Addendum A 24-25

On May 3, 2022, Council was presented with a pilot program for advertising with the Citrus County Chronicle to partner for the City's advertising needs. The program was successful and therefore, the City has chosen to continue the partnership since that time. Currently, the program does not have a set dollar amount on which the City has to spend during the length of the agreement.

The partnership has seen significant impacts with the outreach prior to events and with the community involvement through these advertisements. Staff is recommending to continue to partner with the Chronicle and move forward with the advertising agreement. The agreement will cost \$5,714 for major events, \$1,800 for minor events, and \$2,167 for reoccurring monthly events. This allows the City to adjust and appropriate funds accordingly throughout the year to better advertise each event.

Recommended Action -

1. Allow Staff to Present
2. Motion and second to accept the Chronicle's, Paxton Media Group's, advertising agreement and allow City Manager to execute the agreement.
3. Deliberate the matter
4. Vote on the matter.

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

Eric C. Williams



ADVERTISING AGREEMENT

1624 N. Meadowcrest Blvd., Crystal River, FL 34429 • (352) 563-6363

CITRUS COUNTY  CHRONICLE

Advertiser's Name _____ Account # _____ Rep # _____

Address _____

City _____ State _____ Zip _____

Phone No. _____ E-mail: _____ Website _____

Print Spending Level Discount _____ Daily PCI _____ Sunday PCI _____

Print Frequency Level Discount _____ 13 weeks _____ 26 weeks _____ 52 weeks _____

☐ Monthly Publication Publication Name _____ 6 Months _____ 12 Months _____

☐ Chronicle e-Newsletter Newsletter Name _____ 6 Months _____ 12 Months _____

☐ Chronicle ROS Digital 3 Months _____ 6 Months _____ 12 Months _____

☐ Social Media Marketing 3 Months _____ 6 Months _____ 12 Months _____

☐ Search Engine Marketing 3 Months _____ 6 Months _____ 12 Months _____

☐ Search Engine Optimization 3 Months _____ 6 Months _____ 12 Months _____

☐ Website Design and Hosting _____ 12 Months _____

Begin Date _____ End Date _____

All spending with **Paxton Media Group** counts towards fulfillment (color, preprints, online, etc.). Rates are effective during the months in which agreement is signed. Prior months spending will count towards fulfillment, but rates are not retroactive.

TERMS

1. The term of this agreement shall be for one year unless either party hereto gives written notice terminating agreement at least 30 days before the end of such term. All rates are established according to the Publisher's rate card. Two quarterly Chronicle rates are available, all others are annual

2. Advertising is payable at time of purchase unless the advertiser or his agency has established credit with the publisher. Credit is available for qualified customers. Accounts outstanding over 30 days are subject to 1.5% monthly service charge. Credit will not be extended to past due accounts.

3. In the event Advertiser defaults in paying any amount due or in performing any of its obligations and such default is not cured within 10 days after written notice from Publisher to Advertiser, then Publisher shall have, in addition to all other rights and remedies provided by law, the right to immediately terminate this agreement by giving written notice of such termination to advertiser. In the event of such termination, advertiser shall pay publisher for all advertising published during the term of this contract in accordance with the basic rates set forth in the rate card, unless advertiser has previously complied with the requirements as outlined in this contract. Advertiser agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Publisher in connection with the collection of any past due account or default of contract requirements.

4. In the event that Advertiser fails to meet the contract requirements or advertising is stopped for any reason before completion of this agreement, said Advertiser agrees to pay for space used at rate earned according to spending levels identified above.

5. Publisher reserves the right to change any of the rates, discounts production data or specification set out in the Rate Cards in effect at the

time of this agreement by giving written notice to Advertiser and posting revised Rate Card on our own websites. Any such change shall become effective on the date set forth on such rate card or 30 days after mailing, whichever is later. In the event of any such change, Advertiser shall have the right to terminate this agreement, by giving written notice to Publisher prior to the effective date of such change. Unless such notice is given to Publisher prior to the effective date of such change, Advertiser shall be deemed to have agreed to such change, and this Agreement shall continue in full force and effect with the revised Rate Cards substituted for the Rate Cards previously in effect. In the event Advertiser exercises its option to terminate the Agreement as aforesaid, then, provided Advertiser has performed all of its obligations hereunder prior to such termination, Advertiser shall, for all advertising published prior to receipt of the revised Rate Cards be entitled to the discounts which it would have received had it continued to perform its obligations hereunder.

6. None of Advertiser's rights or obligations here under may be assigned or transferred without the prior written consent of Publisher and any attempt by Advertiser to assign or transfer any such rights or obligations without such consent shall be void. This agreement shall be binding and shall insure to the benefit of both parties, their respective successors and assigns.

7. This agreement, any addenda hereto and the Rate Cards incorporated herein, constitute the entire agreement between Advertiser and Publisher with respect to Retail Display Advertising Contracts.

8. Publisher shall not be liable for interruptions, delays, postponements or other failures to perform by reason of acts of God, strikes, lockouts or other industrial disturbances or blockades, riots, arrests, explosions, fires, accidents to machinery, failures of equipment not within the control of Publisher.

Advertiser _____

Accepted by _____

Date _____

Newspaper _____

City of Inverness Marketing Proposal Addendum A
28-Aug-24

Contract based on 7 Major events, 5 Minor events and 12 months
of reoccurring events from Oct 1, 2024 through Sept 30, 2025 . Additional events may be added
as itemized below, cost and services provided.

Major Events – Based on 7 Per Year

	Number of Runs	Size	Per event	Annual
Facebook Posts 2-3/event	14		\$195	\$2,730
Chronicle Digital Calendar	7		\$0	\$0
Digital ads promoting event	7	100K Impressions	\$295	\$2,065
Custom contest for each event	7		\$2,500	\$17,500
Targeted contest invitation emails	7	50,000 emails	\$875	\$6,125
Targeted programmatic digital advertising	7	90k Impressions	\$500	\$3,500
Event Ads: Citrus County Chronicle	4	½ Page	\$4,000	\$28,000
Event Ads: weekly newspapers	4	½ Page	\$2,400	\$16,800
Event Ads: Sugarmill Woods & Citrus Hills	2	½ Page	\$700	\$4,900
		Value	\$11,585	\$81,620
		Your Investment per event		\$5,714

Minor Events – Based on 5 Per Year

	Number of Runs	Size	Per event	Annual
Digital Ads promoting the event	5	50K Impressions	\$295	\$1,475
Chronicle Digital Calendar	5			0
Facebook Post 1 per event	5		\$195	\$975
Event Ads: Citrus County Chronicle	4	¼ Page	\$2,000	\$10,000
Event Ads: weekly newspapers	5	¼ page (6)	\$900	\$4,500
Event Ads: Sugarmill Woods & Citrus Hills	2	¼ page	\$550	\$1,100
		Value	\$3,890	\$18,050
		Your Investment per event		\$1,800

Reoccurring Events - 12 Month Program

	Number of Runs	Size	Per event	Annual
Event calendar in print, full color each Sunday	48	1/4 pg	\$500	\$24,000
Event Ads: Sugarmill Woods & Citrus Hills	2	1/4pg	\$550	\$1,100
Event Ads: weekly newspapers	12	1/4 pg (3)	\$450	\$5,400
What's Happening Inverness Spadea	4	Quarterly	\$3,500	\$14,000
Monthly email newsletter Produce and deploy	12		\$300	\$3,600
		Value	\$5,300	\$48,100
		Your Investment per month		\$2,167

Agenda Memorandum - *City of Inverness*

September 17, 2024

TO: Elected Officials
FROM: Eric Williams, City Manager
SUBJECT: Citrus County Community Charitable Foundation - Inverness Alternate Member Appointment
CC: Frank Calascione, Assistant City Manager, Susan Jackson, City Clerk
Enclosures: 1. Oct24-Sep25_ConfirmationLetter_Inverness

Reference is made to the attached. The Citrus County Community Charitable Foundation has requested that the City appoint an alternate member for the City's representative on the board of directors. Currently the City's appointed representative is Councilwoman Lizanich.

It is recommended that Council proceed to make an alternate appointment as requested in the attached correspondence.

Reccomended Action

1. Allow staff to speak
2. Nominate a member of Council as an alternate member to the CCCCCF board
3. Motion, second, and vote to appoint the Council nominee for the alternate member of the CCCCCF board and authorize the City Clerk to transmit the info accordingly to the CCCCCF.

Please do not hesitate to contact me with any questions or concerns.

Eric C. Williams
City Manager



August 26, 2024

Susan Jackson
The City Council of the City of Inverness
212 W. Main Street,
Inverness, Florida 34450

***RE: Notice to Representative Agency Confirming Appointment on
Board of Directors of the Citrus County Community Charitable Foundation***

Dear Susan Jackson,

In accordance with Section 5.03 of the Foundation's Bylaws, we are requesting confirmation of your organization's representation on the Foundation's Board of Directors.

5.03(D) The City Council of the City of Inverness shall appoint one (1) director from among the members of the City Council of the City of Inverness by delivering such appointment in writing to the Board of Directors prior to the Corporation's annual meeting at which such appointee takes office.

Please send in writing the name and contact information of the City of Inverness's appointed representative and one alternate to the Foundation's Board of Directors as soon as possible. The annual meeting for the 2024-2025 Foundation's Board of Directors is Thursday, October 24, 2024. Please advise your designated representative and an alternate so that he or she will be confirmed and sworn in as an official Board Member at the next meeting.

Thank you for your cooperation and prompt attention to this matter. We value the collaboration between our organization and yours in fulfilling the Foundation's purpose to provide for the medically related needs of the citizens of Citrus County.

If you should have any questions, please feel free to contact me.

Regards,

A handwritten signature in cursive script that reads "Crystal Barton".

Crystal Barton, Executive Director
Citrus County Community Charitable Foundation

cc: Citrus County Community Charitable Foundation Attorney

Agenda Memorandum - *City of Inverness*

September 17, 2024

TO: Elected Officials

FROM:

SUBJECT: Project / Program Updates

- Painted Turtle Unveiling
- Wayfind Sign Project
- Annual Road Improvement Project
- Reclaim Water Service - Holden Park
- Other

CC:

Enclosures:
