

**CITY OF BROOKSVILLE  
REGULAR CITY COUNCIL MEETING  
COUNCIL C HAMBERS  
201 HOWELL AVENUE**

**AGENDA**

August 2, 2010

7:00 P.M.

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIENCE**

**C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

**1. Florida Water Professionals Week Proclamation**

A Proclamation proclaiming August 16 – 20, 2010, as Florida Water Professionals Week.

Presentation: Mayor  
Attachments: Proclamation

**2. Housing Outreach Project for Hernando County**

Presentation: Carla Looper, President, Nature Coast  
Human Resources Society

**3. U.S. Census Bureau Presentation**

Presentation of plaque in appreciation of the City's outstanding contributions to the 2010 Census.

Presentation: Leon Armstrong, Jr., Partnership  
Specialist

**D. CITIZENS INPUT**

**E. CONSENT AGENDA**

**1. Brooksville Professional Fire Fighters Local 4661**

Consideration of approval of the First Amendment to the Collective Bargaining Agreement and authorization for the Mayor to sign.

**2. Front Loader Garbage Truck Purchase**

Consideration to purchase a replacement front loader truck with a 40-yard body for an amount not-to-exceed \$216,593 and surplus of the 1999 Peterbilt Truck and body via the next Hernando County auction.

**CONSENT AGENDA APPROVAL (√)**

Recommendation: Approval of Consent Agenda  
Action: Motion to Approve

REGULAR COUNCIL MEETING AGENDA - August 2, 2010

Attachments: 1) Memo from City Attorney dated 07/19/10; Amendment; 2) Memo from Director of Public Works dated 07/21/10; Proposal; Quote and pictures

F. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

1. **Ordinance No. 754-D – Firefighters’ Retirement Trust Fund Amendments**

Consideration of approval of ordinance amending Sections 4 and 5 of the City of Brooksville Firefighters’ Retirement Trust Fund.

**[First Reading 07/19/10]**

Presentation: Fire Chief  
Recommendation: Approval of **Second Reading** of Ordinance No. 754-D upon roll call vote  
Attachments: Memo from Fire Chief dated 07/19/10; Letter from Board Attorney dated 06/04/10; Proposed Ordinance and Actuarial Letter

2. **Ordinance No. 812 – Cemetery Annexation**

Consideration of voluntary annexation of 51.50 acres ±, located north of Olmes Road and south of Mondon Hill Road between Champion Drive and Jasmine Drive.

Presentation: Director of Community Development  
Recommendation: Approval of **First Reading** of Ordinance No. 812 upon roll call vote and schedule second reading for 08/16/10  
Attachments: Memo from Director of Community Development dated 07/15/10, Petition; Proposed Ordinance and Map

G. REGULAR AGENDA

1. **Elevated Water Tank Painting Bid No. UD2010-04 Award**

Consideration of award to Utility Service Co., Inc., of Perry Georgia for an amount not-to-exceed \$179,000 and authorize the Mayor to sign the agreement after Legal Counsel review.

Presentation: Director of Public Works  
Recommendation: Award of Bid  
Attachments: Memo from Director of Public Works dated 07/23/10; Bid Forms; Bid Opening Minutes

**REGULAR COUNCIL MEETING AGENDA - August 2, 2010**

**2. Fire Department HVAC System Upgrade**

Consideration of authorization to use Impact Fee monies for upgrading the HVAC system at the Fire Department.

Presentation: Fire Chief  
Recommendation: Authorize use of funds  
Attachments: Memo from Fire Chief dated 08/02/10

**3. Red Light Camera Agreement**

Consideration to approve contract with Sensys America and to move forward with installations as State law permitting allows.

Presentation: Chief of Police  
Recommendation: Approval  
Attachments: Memo from Chief of Police dated 08/02/10; Agreement

**4. City Manager Evaluation**

Presentation: Discussion and Review by Council

**H. CITIZEN INPUT**

**I. ITEMS BY COUNCIL**

**J. ADJOURNMENT**

**CORRESPONDENCE TO NOTE**

*Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at [www.cityofbrooksville.us](http://www.cityofbrooksville.us). Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352/540-3810.*

*Any person desiring to appeal any decision with respect to any matter considered at this meeting, may need a record of the proceedings including the testimony and evidence upon which the appeal is to be based, and therefore must make arrangements for a court reporter to ensure that a verbatim record of the proceedings is made.*

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*City of Brooksville*

*Proclamation*

**WHEREAS**, the Florida Water and Pollution Control Operators Association is a statewide organization composed of water industry professionals who dedicate themselves to the production and distribution of safe drinking water, as well as the proper collection, treatment, reuse, and disposal of wastewater and stormwater; and

**WHEREAS**, this organization is committed to protecting the health of Florida's citizens and our state's natural resources, and supports the training, certification, and licensing of water industry personnel as a means to achieve these goals; and

**WHEREAS**, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

**WHEREAS**, each year the Florida Water and Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating *Florida Water Professionals Week*, which applauds their constant efforts to protect our health and environment.

**NOW, THEREFORE, ON BEHALF OF THE CITY COUNCIL FOR THE CITY OF BROOKSVILLE, FLORIDA, I, LARA BRADBURN, MAYOR**, do hereby extend greetings and best wishes to all observing August 16 – 20, 2010, as

*Florida Water Professionals Week*

**IN WITNESS WHEREOF**, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 2<sup>nd</sup> day of August, 2010.

**CITY OF BROOKSVILLE**

\_\_\_\_\_  
Lara Bradburn, Mayor

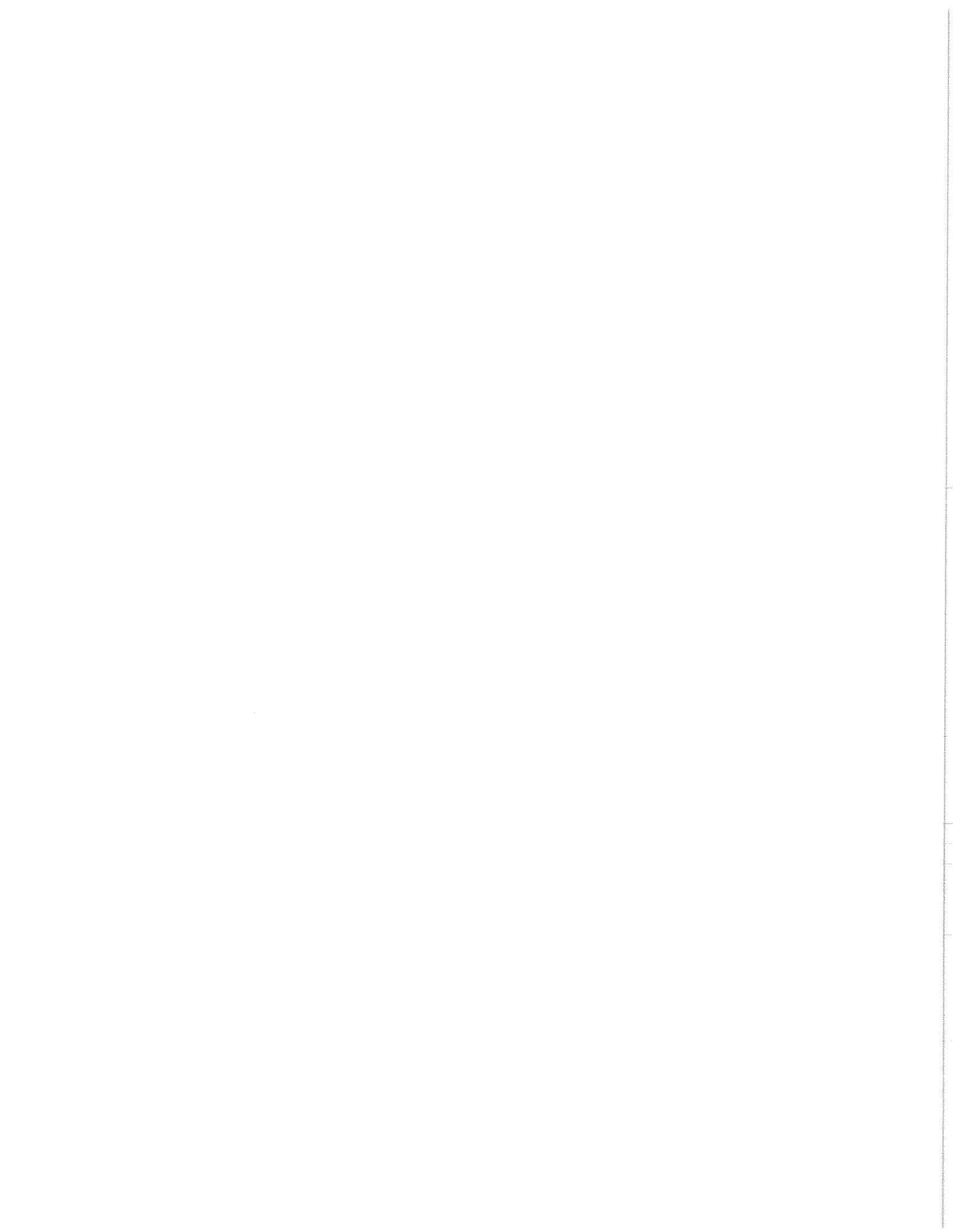
\_\_\_\_\_  
Richard E. Lewis, Vice Mayor

\_\_\_\_\_  
Frankie Burnett, Council Member

\_\_\_\_\_  
Joe Bernardini, Council Member

\_\_\_\_\_  
Joseph E. Johnston, III, Council Member

ATTEST: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk





**CONSENT  
AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**VIA:** T. JENNENE NORMAN-VACHA  
CITY MANAGER

**FROM:** JENNIFER C. REY, ESQ.  
THE HOGAN LAW FIRM, LLC  
AS CITY ATTORNEY

**SUBJECT:** COLLECTIVE BARGAINING AGREEMENT WITH BROOKSVILLE  
PROFESSIONAL FIRE FIGHTERS LOCAL 4661; FIRST AMENDMENT

**DATE:** JULY 19, 2010

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**GENERAL SUMMARY:** The City of Brooksville entered into a collective bargaining agreement with the Brooksville Professional Fire Fighters Local 4661 of the International Association of Fire Fighters ("Union"). Pursuant to paragraph 15-1, the City and the Union bargain on the matter of merit raises on an annual basis. The City and Union met and negotiated the attached proposed First Amendment to the collective bargaining agreement. The Union ratified the proposed First Amendment at its July 15, 2010 meeting. The First Amendment is being brought forth to the City Council for approval.

*SB* **BUDGET NOTE:** There is no budget impact in adopting the Amendment beyond what is being contemplated in the city's overall budget for merit raises for all employees.

*JCR* **LEGAL REVIEW:** Legal has reviewed the Agreement and finds it to be in good legal form.

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve the First Amendment to the Collective Bargaining Agreement as proposed and attached; and to authorize the Mayor to sign.

**ATTACHMENTS:** First Amendment  
Letter from Joseph Keefer, President Local 4661

**FIRST AMENDMENT TO LABOR AGREEMENT  
BETWEEN THE  
CITY OF BROOKSVILLE  
AND  
BROOKSVILLE PROFESSIONAL FIRE FIGHTERS LOCAL #4661  
OF INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**THIS FIRST AMENDMENT** to the Labor Agreement (“Agreement”) between the City of Brooksville (“City”) and Brooksville Professional Fire Fighters Local #4661 of the International Association of Fire Fighters (“Union”) dated September 21, 2009 is entered into this 19<sup>th</sup> day of July, 2010.

**WHEREAS**, the Agreement provides that the term shall begin September 21, 2009, and shall terminate on September 30, 2012; and,

**WHEREAS**, Article 15 Section 15-1 Wages and Pay provides that the City and the Union agree to wage increases for both merit and cost of living adjustments annually in conjunction with the City’s annual budget cycle for each fiscal year; and,

**WHEREAS**, the City and Union commenced and concluded negotiations of Article 15, Section 15-1 on June 24, 2010; and,

**WHEREAS**, Article 19, Section 19-1 Duration of Agreement provides that, except as otherwise specified in the Agreement, the parties agree that either party may open up no more than two Articles of this Agreement for renegotiations per contract year; and,

**WHEREAS**, the City and Union did not open up any other Article for renegotiation; and,

**WHEREAS**, the City and Union desire to amend the Agreement to address the agreement of the parties regarding Section 15-1 Wages and Pay for the 2010-2011 budget year.

**NOW, THEREFORE** in consideration of the mutual agreements contained herein, the sufficiency and receipt of which is acknowledged by the parties, the City and Union hereby agree as follows:

1. The parties agree that the “WHEREAS” recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. Article 15, Section 15-1 is hereby amended and restated as follows:

The City and Union agree that wage increases for both merit and cost of living adjustments will be negotiated annually in conjunction with the City’s annual budget cycle for each fiscal year. The City agrees to initiate bargaining under this Section on or before July 1, of each year. The City and Union agree for the 2010-2011 budget year, beginning October 1, 2010 and ending September 30, 2011, that the Employees covered under this Agreement shall receive merit increases, costs of living adjustments, and financial incentives in the same manner as under the same conditions as offered to non-bargaining unit employees.

3. The parties agree that all terms and conditions specified in the Agreement of September 21, 2009 shall remain in full force and effect, unless specifically modified by this First Amendment.

**Brooksville Professional Firefighters  
IAFF Local 4661**

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*Signature*

Joseph W. Keefer

*Printed Name*

President

*Title*

*Date*

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Brad Sufficool, Secretary-Treasurer  
Brooksville Professional Firefighters  
IAFF Local 4661

**City of Brooksville**

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*Signature*

Lara Bradburn

*Printed Name*

Mayor, City Council

*Title*

*Date*

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*ATTESTED to by the City Clerk, Janice  
Peters, CMC*

Approved as to form for the reliance of  
City of Brooksville only.

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*City Attorney*



**Brooksville Professional Fire Fighters**  
**Local 4661**  
of  
International Association of Fire Fighters

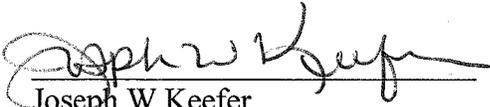
T. Jennene Norman-Vacha  
City Manager  
City of Brooksville  
201 N. Howell Ave.  
Brooksville, Florida 34601

Dear: Ms. Norma-Vacha;

I would like to take this opportunity to inform you that an election for ratification by the union for the First Amendment to the Labor Agreement between the City of Brooksville and the Brooksville Professional Firefighters Local 4661 was held July 15, 2010.

There was a majority vote by our membership to accept the amendment as negotiated.

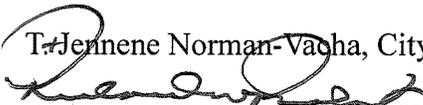
Respectfully Submitted;

  
\_\_\_\_\_  
Joseph W Keefer  
President

Cc; Manly Bolin 1<sup>st</sup> D.V.P IAFF, Business Agent  
Brad Sufficool, Secretary-Treasurer Local 4661  
City Attorney

## CITY OF BROOKSVILLE CONSENT AGENDA MEMORANDUM

To: The Honorable Mayor and City Council Members

Via:  Jennene Norman-Vacha, City Manager 

From: Richard W. Radacky, Public Works Director

Date: July 21, 2010

Re: **Front Loader Garbage Truck Purchase**

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**Background:** The Sanitation Division of the Public Works Department is requesting approval to purchase a replacement front-loader garbage truck with a 40 “cubic” yard body. Front loader garbage trucks are used to service commercial containers (dumpsters) within the City’s service area. The new truck and body will replace a 1999 Peterbilt Truck and Leach Body with approximately 145,000 miles.

The existing truck and body requires repair almost every time prior to use. The power-take-off has weakened and reduced the ability of the lift arms to lift and empty heavier dumpsters. The company that made the body, Leach Manufacturing, is no longer in business which makes it difficult to obtain replacement parts.

Staff is recommending purchase of a Peterbilt Truck and Heil Body, the same truck and body that is currently in the City's garbage fleet. Having like vehicles reduces the parts required to be in stock and enhances maintenance efficiency. Staff recommends declaring the existing truck surplus and selling it at the next City/County/School Board public auction.

Purchase is recommended from the Florida Sheriffs Association, Association of Counties and Fire Chiefs Association Bid List. The Peterbilt Truck and Heil Body would be purchased from Rush Truck Center in Tampa for a not-to-exceed amount of \$216,593. Other garbage trucks have been purchased from Rush and staff is pleased with the service, repair and convenient location.

In 2007 the City purchased a Peterbilt residential garbage truck, truck number 468. The truck was financed via a 7 year lease by Hancock Bank. As of October 15, 2010 the payoff amount is \$89,811.90. Early payoff will save the City \$7,505 in interest as of October 15, 2010.

**Budget Impact:** Reserves for Contingencies in the Solid Waste Operations Fund #403 has an approximate balance \$592,000 and can fund the purchase of a front-loader garbage truck, in the amount of \$216,593. A 2009/2010 Budget Amendment is requested if the purchase is approved, in the amount of \$216,593, to Solid Waste Machinery and Equipment (General Ledger Account number 403-000-166-19037). If the truck is not paid for prior to October 1, 2010 it will be put in the 10/11 Budget.

The City Council approved on June 7, 2010 the purchase of a boom truck that has not been paid for as of yet. Taking into consideration the purchase of the boom truck, the new garbage truck, and the payoff of the 08 Peterbilt, the Solid Waste Fund would still have approximately \$157,000 in cash reserves in the Fund 403. The Solid Waste R&R Fund #402 has \$56,064 and Solid Waste’s share in the Vehicle Replacement Fund #502 is approximately \$295,000.

**Legal Review:** The City Council has home rule authority (Art. VII, (2), Fla. Const. /Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent Council authorizes otherwise by ordinance. Pursuant to Section 2-304 (a) (1) and (2) of the Code of Ordinances, the amount of expenditure for which the City may obligate itself without competitive bidding by the City is increased provided: (1) the City Manager recommends to the City Council that a specific purchase be made by piggybacking on an award by another governmental entity's competitive bidding process; and (2) the other governmental entity's competitive bidding process provides substantially equivalent guarantees of fairness and competitiveness to those of the City.

Pursuant to Subsection 274.05, F.S., titled Surplus Property, The City Council has the authority and discretion to classify as surplus any of its property that is obsolete or the continued of which is uneconomical or inefficient, or which serves no useful function. In addition, within the reasonable exercise of its discretion and having consideration for the best interests of the City, the value and condition of property classified as surplus, and the probability of such property's being desired by a prospective bidder in the event of surplus, the City Council may offer surplus property to other governmental units in the County for sale or donation.

**Staff Recommendation:** The Public Works Department recommends that the City Council approve the purchase of a Peterbilt Truck and 40 "cubic" yard Heil Body using the Florida Sheriffs Association, Association of Counties, and Fire Chiefs Association Bid, in the amount of \$216,593. Furthermore, the Council approve the surplus of the 1999 Peterbilt Truck and Leach Body for sale in the next available public auction. In addition, staff requests City Council approve the 09/10 Solid Waste Budget amendment as described above for \$216,593.

In addition it is recommended that the Council approve the payoff of a 2008 Peterbilt residential garbage truck, truck number 468. The payoff as of October 15<sup>th</sup> for the vehicle is \$89,811.90, but will be less based on payoff coordination with Hancock Bank. No Budget amendment is required to pay off the existing truck because principal payments are debited directly to liabilities.



**Rush Truck Center, Winter Garden**  
 12475 W Colonial Dr.  
 Winter Garden, FL 34787  
 407-877-3636

**Customer Proposal Letter**  


City of Brooksville  
 600 South Brooksville Avenue  
 Brooksville, FL 34601  
 352-544-5478  
 MMCquown@ci.Brooksville.FL.US  
 Mike McQuown

Mike McQuown, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

**VEHICLE**

Make Peterbilt Model 320 Year 2011 Stock Number To Be Determined  
 Additional Vehicle and Accessories Description To be delivered on or about \_\_\_\_\_  
 Front Loader 320 Cab / Heil Half Pack

Quantity	<u>1</u>	<b>Total</b>
Truck Price per Unit	<u>\$216,268.00</u>	<u>\$216,268.00</u>
F.E.T. (Factory & Dealer Paid)	<u>\$0.00</u>	<u>\$0.00</u>
Net Sales Price	<u>\$216,268.00</u>	<u>\$216,268.00</u>
Optional Extended Warranty(ies)	_____	_____
State Sales Tax	_____	_____
License, License Transfer, Registration Fee	_____	_____
Dealer Fee	<u>\$325.00</u>	<u>\$325.00</u>
Administration Fee	_____	_____
Vehicle Inventory Tax	_____	_____
Additional Taxes	_____	_____
Tire Recycling Program	_____	_____
Battery Disposal Fee	_____	_____
Out of State Vehicle Fee	_____	_____
Total Sales Price	<u>\$216,593.00</u>	<u>\$216,593.00</u>
Trade Allowance		<u>\$0.00*</u>

\* See DISCLAIMER below

Sales Representative \_\_\_\_\_ Crouse, Michael 126  
 signature printed name

Purchaser \_\_\_\_\_  
 signature printed name

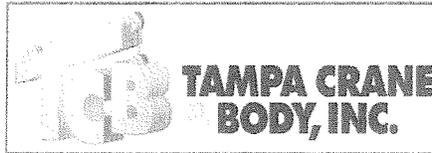
\_\_\_\_\_ title date

Accepted by Sales Manager or General Manager \_\_\_\_\_  
 signature printed name

**Quote good until 7/31/2010 Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

**DISCLAIMER:** Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

	Spec # 60	City of Brooksville	\$
320 Refuse Truck			\$ 117,161.00
2 Solid Mount Cable Hooks	No	Yes	\$ 98.00
Front Springs 23,000 lb. IPO of 20,000 lb.	No	Yes	\$ 150.00
P/S TRW TAS Dual 65	Yes	Sheppard	\$ 201.00
GVWR upgrade 46,000 lb. Haulmaxx 46-170 Rear	No	Yes	\$ 2,780.00
Diff Lock Both Axles	No	Yes	\$ 1,282.00
Air Cam Rear Brakes 16.5x8.6 IPO 16.5x7			\$ 116.00
Battery Disconnect Switch	No	Yes	\$ 101.00
ISX 11.9 350 IPO 320			\$ 732.00
Exhaust Standpipe	24"	48"	\$ 106.00
425/65R22.5 Front Tires IPO 315/80R22.5			\$ 209.00
22.5X12.25 Front Wheels IPO 22.5x9			\$ 328.00
Rubber Pad below Batteries	No	Yes	\$ 34.00
Screen over Air Intake Opening in Bumper	NO	Yes	\$ 11.00
Concert Class Audio System AM/FM Radio Only	No	Yes	\$ 249.00
Cab Tilt Pump Air Assist			\$ 132.00
Backup Alarm 107dB IPO 87-112dB			\$ (12.00)
2 Addtl Electric Rocker Switches	No	Yes	\$ 22.00
2011 EPA Engine surcharge			\$ 9,250.00
Less Surcharge Discount			\$ 132,950.00
			\$ (6,000.00)
			\$ 126,950.00
Heil Half/Pack Front Loader / 28 Yd. - 12 Yd.			\$ 89,643.00
			\$ 216,593.00



**Quote #H1205**

**QUOTATION**

**Prepared For:**  
 Mike Crouse  
 Rush Truck Center  
 Florida Sheriffs Association

**Ship To:**  
 City of Brooksville

**Prepared By:**  
 Harold Armington  
 Tampa Crane & Body, Inc.  
 813-246-5510  
 813-246-5322 Fax

QUOTE REFERENCE NUMBER	ISSUE DATE	VALID FOR	EST. DELIVERY FROM RECEIPT OF ORDER	SUBMITTED BY	SHIPPED VIA	FOB POINT	TERMS
H1205	7/9/2010	12 Months	Check at Time of Order	Harold Armington	Driveaway	Dealership	Net 30

**Body**  
 Heil Half/Pack Front End Loader – 28 Yard w/ 12 Yard Hopper

**Standard Options**

- Mounting: Eject
- Pump: Front Mount Vane Pump
- Lights: Multi-Function Lights Peterson LED Package
- Lights: Hopper Work Light With In-Cab Switch
- Lights: Body Side Backing Assist Lights With In-Cab Switch, Reverse Activated
- 60 Gallon Washout Tank
- Camera 1: Camera Tailgate Mounted, Roof or Dash Mounted Monitor
- Paint: Single Paint Color – Dupont Imron 5000 (Brooksville Brown)

Warranty: Total (1) One Year

**Total Body and Options  
 Quote Per Unit**

**\$89,643.00**

**THANK YOU FOR THE OPPORTUNITY TO QUOTE!**

If you have any questions concerning this quotation, please feel free to contact me.

Harold Armington  
 Tampa Crane  
 5701 North 50<sup>th</sup> St.  
 Tampa, FL 33687  
 813-246-5510  
 813-246-5322 Fax  
 813-294-8169 Cell  
 harmington@yahoo.com



*Mike Crouse, Sales Rep.*

Rush Truck Center – Tampa

8111 Adamo Drive East

Tampa, FL. 33619

1-800-775-7383

To Whom It May Concern,

We at Rush Truck Center are pleased to announce the acceptance of The Bid Award from the Florida Sheriffs Association bid Number 09-17-0908 Spec Number 60. If you wish to see the Intended Bid Award and other Awarded Specs please visit Florida Sheriff Association's website [www.flsheriffs.org](http://www.flsheriffs.org) or contact me anytime.

Thank You,

Mike Crouse

Michael L. Crouse  
New Truck Sales Rep.  
Rush Truck Centers



CITY OF BROOKSVILLE

PROUDLY SERVING THE PUBLIC

454



CITY OF BROOKSVILLE



PROUDLY SERVING THE PUBLIC



**REGULAR AGENDA ITEM**  
**MEMORANDUM**

**To:** Honorable Mayor and City Council Members

**Via:** T. Jennene Norman-Vacha, City Manager

**From:** Timothy A. Mossgrove, Fire Chief *Timothy A. Mossgrove*  
Brooksville Firefighters' Pension Chairman

**Subject:** Ordinance No. 754-D - Brooksville Firefighters' Pension Trust  
Fund-Proposed Revisions to Ordinance No. 525

**Date:** July 19, 2010

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**General Summary / Background** Council, at its July 19, 2010 meeting, approved the first reading of Ordinance No. 754-D as approved by the Brooksville Firefighter's Pension Trust Fund Board of Trustees and proposed by their attorney, Scott Christiansen.

Ordinance 754-D, as proposed and approved by the firefighter's pension board, is attached and includes the following no-cost changes:

- Section 4, Finance and Management to effectively manage the plan's assets.
- Section 5, Contributions, adjusting the member contribution rate from 3.14% to 3.29%.

**Budget Impact:** Ordinance No. 754-D has no budget impact as stated above. The changes do not alter our annual Firefighters' pension expenses.

**Legal Review:** The Pension Board Attorney has reviewed proposed Ordinance 754-D as to content and form and has determined that it is in good legal form.

**Board Recommendation:** The Brooksville Firefighters' Pension Board recommends City Council approval of the second reading of Ordinance 754-D as presented.

ORDINANCE NO. 754-D

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND, ADOPTED PURSUANT TO ORDINANCE NO. 525-I, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 5, CONTRIBUTIONS; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, that:

**SECTION 1:** The City of Brooksville Firefighters' Trust Fund, adopted pursuant to Ordinance no. 525-I, as subsequently amended, is hereby further amended to amend Section 4, Finances and Fund Management, subsection 6.B.(5)(c), to read as follows:

\*\*\*\*\*

- (c) The Board shall not invest more than five percent (5%) of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent (5%) of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at market exceed sixty-five percent (~~60~~ 65%) of the assets of the Fund at market value.

\*\*\*\*\*

**SECTION 2:** The City of Brooksville Firefighters' Trust Fund, adopted pursuant to Ordinance no. 525-I, as subsequently amended, is hereby further amended to amend Section 5, Contributions, subsection 1. to read as follows:

\*\*\*\*\*

1. Member Contribution

- A Amount. Each Member of the System shall be required to make regular contributions to the Fund in the amount of two and ninety-one hundredths

percent (2.91%) of his Salary, effective October 1, 2008, ~~and three and fourteen one-hundredths percent (3.14%), effective October 1, 2009 and three and twenty-nine one hundredths percent (3.29%), effective October 1, 2010.~~ Member contributions withheld by the City on behalf of the Member shall be deposited with the Board immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to §414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.

B. ~~Adjustment. The increase in the Member contribution rate provided for in Ordinance 525-F from one percent (1%) to three and eight-tenths percent (3.8%) is intended to fund the entire cost of providing the benefit improvements provided for in this ordinance (increase in benefit accrual rate from 3% to 3.1% and providing for normal retirement after 20 years of service), with no additional funding cost to the City. Accordingly, each fiscal year the actuary shall determine the actual annual cost for providing these additional benefits and the Member contribution rate shall be adjusted so that these benefit improvements are being totally funded by Member contributions and subsection 1.A. shall be amended accordingly.~~

\*\*\*\*\*

**SECTION 3. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 4. CONFLICTS AND REPEALER.** This Ordinance shall be cumulative of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance, which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 5. CODIFICATION.** The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 3, 4, 5, and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** That this Ordinance shall become in full force and effect in accordance with the Charter of the City of Brooksville, Florida. This Ordinance shall become effective upon its adoption.

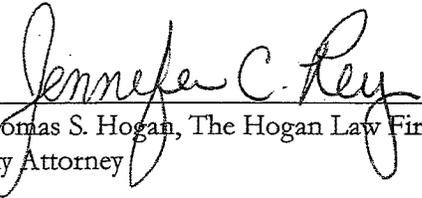
CITY OF BROOKSVILLE

Attest: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

By: \_\_\_\_\_  
Lara Bradburn, Mayor

PASSED on First Reading July 19, 2010  
NOTICE Published on July 23, 2010  
PASSED on Second & Final Reading \_\_\_\_\_

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

  
\_\_\_\_\_  
Thomas S. Hogan, The Hogan Law Firm, LLC  
City Attorney

VOTE OF COUNCIL:

Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Johnston \_\_\_\_\_  
Lewis \_\_\_\_\_

Law Offices

**Christiansen & Dehner, P.A.**

63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

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June 4, 2010

Ms. T. Jennene Norman-Vacha  
City Manager  
City of Brooksville  
201 Howell Street  
Brooksville, Florida 34601

Re: City of Brooksville Firefighters' Retirement Trust Fund - Proposed Ordinance

Dear Ms. Norman-Vacha:

With my letter of May 28, 2010, I provided you with a proposed ordinance amending the City of Brooksville Firefighters' Retirement Trust Fund. Enclosed please find a **revised** proposed ordinance amending the plan, which is approved by the Board and recommended for adoption by the City Council. We have removed the changes to the early retirement benefit section as well as the same change to the vesting section of the ordinance as the actuary has informed us that these changes would have had a financial impact on the plan. The following no-cost changes are being proposed:

1. Section 4, Finances and Fund Management, is being amended to allow the fund to invest up to 65% at market value, of the assets of the Fund in equity assets. This change is recommended by the Board's investment advisors to more effectively manage the plan's assets.
2. Section 5, Contributions, is being amended to adjust the member contribution rate from 3.14% to 3.29% of Salary to continue to fund the 3.1% benefit rate improvement as adopted in Ordinance 525-F. This adjustment, along with the combined use of state reserve money of \$32,460.00 approved by the membership will continue to fully fund the previously adopted benefit improvement. This rate change will be effective October 1, 2010.

The language requiring this annual contribution rate adjustment is proposed by the Board for removal so that this annual small adjustment will no longer be required. This amount has been adjusted both up and down over the years from a high of 4% when adopted, to as low as 2.91%. The administration and legal costs of making these changes appear to make these continuing small adjustments imprudent.

Ms. T. Jennene Norman-Vacha

June 4, 2010

Page 2

By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter confirming that there is no cost associated with the adoption of this revised ordinance. If you have any questions with regard to this ordinance, please feel free to give me a call.

Yours very truly,

A handwritten signature in black ink, appearing to read "Scott R. Christiansen". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Scott R. Christiansen

SRC/dm  
enclosure

cc: Patrick Donlan, with enclosure  
Susan McCrary, with enclosure

CITY OF BROOKSVILLE  
FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

June 10, 2010  
(Page 2)

<u>Date</u>	<u>Member Contribution Rate</u>
10/1/03 – 10/1/04	3.8% of pay
10/1/04 – 10/1/05	4.0% of pay
10/1/05 – 10/1/07	3.8% of pay (never changed by ordinance)
10/1/07 – 10/1/08	2.97% of pay
10/1/08 – 10/1/09	2.91% of pay
10/1/09 – 10/1/10	3.14% of pay

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.



Patrick T. Donlan, M.A.A.A.  
Enrolled Actuary #08-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of the proposed improvement.



Chairman, Board of Trustees

CITY OF BROOKSVILLE  
FIREFIGHTERS' RETIREMENT TRUST FUND

ACTUARIAL IMPACT STATEMENT

June 10, 2010  
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes), and the Required City Contributions, resulting from the implementation of the following change:

Increase the Member Contribution Rate from 3.14% to 3.29% of Salary effective October 1, 2010.

The cost impact, determined as of October 1, 2009, as applicable to the plan/fiscal year ending September 30, 2011, is as follows:

	<u>Current</u>	<u>Proposed</u>
Total Required Contribution % of Total Annual Payroll	44.12%	43.88%
Expected Member Cont.	3.14%	3.29%
Applicable State Contribution	103,671	103,671 *
Balance From City % of Total Annual Payroll	28.51%	28.12%

\* The recalculated cost of the 3.1% Benefit Multiplier Rate and the 20 & out Normal Retirement provisions adopted in Ordinance 525-F, after consideration of the original use of the State Monies Reserve and considering the current annual State monies, requires a Member Contribution Rate of 3.29% of Payroll. Because the original total annual cost of the benefit improvement in Ord. 525-F was \$16,541; State Monies may be utilized each year, up to that amount, to help offset the Member Contribution Rate associated with that improvement (that is the amount being utilized in the current year).

\*\* After the adoption of this ordinance, the Member Contribution will remain fixed at 3.29% until a future ordinance amends that rate. Please note that under the previous provisions, the actuary was required to annually review the cost of the provisions outlined in Ordinance 525-F and adjust the Member Contribution appropriately. When the rate needed to be adjusted, then the attorney would have to draft an ordinance for adoption by the City. The chart on the next page shows the results of the actuarial studies each year. The actuarial fees associated with each of these analyses totaled \$3,000 over that period and does not include the attorney's fees associated with preparing ordinances. As you can see the required member contribution rate had very little fluctuation over that period. If you look at the 10/1/09 payroll of \$831,397, the difference between the low of 2.97% Member Contributions and the high of 4.0% Member Contributions, the difference is only \$8,563 per year.

Comparative Summary of Principal Valuation Results

	New Benefits <u>10/1/2009</u>	Old Benefits <u>10/1/2009</u>
A. Participant Data		
Number Included		
Actives	23	23
Service Retirees	11	11
DROP Retirees	0	0
Beneficiaries	0	0
Terminated Vested	8	8
Disability Retirees	1	1
Total	43	43
Total Annual Payroll		
Payroll Under Assumed Ret. Age	\$831,397	\$831,397
	831,397	831,397
Annual Rate of Payments to:		
Service Retirees	260,725	260,725
DROP Retirees	0	0
Beneficiaries	0	0
Terminated Vested	28,686	28,686
Disability Retirees	11,190	11,190
B. Assets		
Actuarial Value	4,421,906	4,421,906
Market Value	3,820,514	3,820,514
C. Liabilities		
Present Value of Benefits		
Active Members		
Retirement Benefits	3,613,393	3,613,393
Disability Benefits	25,473	25,473
Death Benefits	19,262	19,262
Vested Benefits	232,293	232,293
Refund of Contributions	21,256	20,720
Service Retirees	2,959,979	2,959,979
DROP Retirees *	0	0
Beneficiaries	0	0
Terminated Vested	211,398	211,398
Disability Retirees	43,628	43,628
Excess State Monies Reserve	0	32,640
Total	7,126,683	7,158,787

\* Liabilities shown represent present value of future payments. Assets in item B., above, do not include accumulated DROP account balances.

C. Liabilities - (Continued)	New Benefits <u>10/1/2009</u>	Old Benefits <u>10/1/2009</u>
Present Value of Future Salaries	5,991,223	5,991,223
Present Value of Future Member Contributions	197,111	188,124
EAN Normal Cost (Retirement)	185,818	185,818
EAN Normal Cost (Disability)	1,674	1,674
EAN Normal Cost (Death)	1,203	1,203
EAN Normal Cost (Vesting)	14,426	14,426
EAN Normal Cost (Refunds)	1,527	1,486
Total Normal Cost (Entry Age Method)	<u>204,647</u>	<u>204,606</u>
Present Value of Future Normal Costs (Entry Age)	1,426,954	1,426,523
Accrued Liability (Retirement)	2,369,594	2,369,594
Accrued Liability (Disability)	11,176	11,176
Accrued Liability (Death)	9,657	9,657
Accrued Liability (Vesting)	89,039	89,039
Accrued Liability (Refunds)	5,257	5,152
Accrued Liability (Inactives)	3,215,006	3,215,006
Excess State Monies Reserve	0	32,640
Total Actuarial Accrued Liability	<u>5,699,729</u>	<u>5,732,264</u>
Unfunded Actuarial Accrued Liability (UAAL)	1,277,824	1,310,358
 D. Actuarial Present Value of Accrued Benefits		
Vested Accrued Benefits		
Inactives	3,215,006	3,215,006
Actives	1,467,593	1,467,593
Member Contributions	122,477	122,477
Total	<u>4,805,076</u>	<u>4,805,076</u>
Non-vested Accrued Benefits	<u>298,799</u>	<u>298,799</u>
Total Present Value Accrued Benefits	5,103,875	5,103,875
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total:	<u>0</u>	

Valuation Date Applicable to Fiscal Year Ending	New Benefits 10/1/2009 <u>9/30/2011</u>	Old Benefits 10/1/2009 <u>9/30/2011</u>
E. Pension Cost		
Normal Cost (with interest) % of Projected Annual Payroll*	25.6	25.6
Administrative Expense (with int.) % of Projected Annual Payroll*	2.8	2.8
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/09) % of Projected Annual Payroll*	15.5	15.7
Total Required Contribution % of Projected Annual Payroll*	43.9	44.1
Expected Member Contributions % of Projected Annual Payroll*	3.3	3.1
Expected City & State Contrib. % of Projected Annual Payroll*	40.6	41.0

\* Contributions developed as of 10/1/09 are expressed as a percentage of projected annual payroll at 10/1/09 of \$831,397.

## ACTUARIAL ASSUMPTIONS AND FUNDING METHODS

### Assumptions

<u>Mortality Rates</u>	1983 GAM Table - Sex Distinct.
<u>Termination Rates</u>	See Tables below (1302).
<u>Disability Rates</u>	See Tables below (1201).
<u>Retirement Age</u>	Earlier of age 55 and the completion of 10 years of service, or the completion of 20 years of service regardless of age, or age 60, regardless of service. Also, any member who has reached Normal Retirement is assumed to continue employment for one additional year.
<u>Early Retirement</u>	Commencing upon a member's eligibility for Early Retirement (Age 50 with 10 years of Credited Service), members are assumed to retire with an immediate subsidized benefit at the rate of 5% per year.
<u>Interest Rate</u>	8% per year, compounded annually, net of investment related expenses.
<u>Salary Increases</u>	6 1/2% per year until retirement age; see Table below. Final salary in year of retirement is increased 20% to account for additional non-regular compensation.
<u>Payroll Increase</u>	Up to 3% per year (3.0% for 10/1/09 val).
<u>Cost of Living Adjustments</u>	3% per year, from age 55 to 65.
<u>Administrative Expenses</u>	\$22,211 annually.

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>	<u>Current Salary as % of Salary at age 50</u>
20	6.0%	0.03%	15.1%
30	5.0	0.04	28.4
40	2.6	0.07	53.3
50	0.8	0.18	100.0

### Funding Method

Entry Age Normal Actuarial Cost Method.

SUMMARY OF PLAN PROVISIONS  
(Through 754-B)

<u>Date of Latest Restatement</u>	October 6, 2008
<u>Eligibility</u>	Employees who are classified as full-time and volunteer Firefighters shall participate in the System as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of service with the City as a Firefighter.
<u>Salary</u>	W-2 Earnings, plus tax deferred, tax sheltered and tax exempt income.
<u>Average Final Compensation</u>	Average Salary for the best 5 years during the 10 years immediately preceding retirement or termination.
<u>Member Contributions</u>	3.14% of Salary effective 10/1/2009.
<u>City and State Contributions</u>	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any. In no event will the City's contribution be less than 5% of the total Salary of the Members, as provided in Part VII of Chapter 112, Florida Statutes.
<u>Normal Retirement</u>	
Date	Earlier of age 60, age 55 and 10 years of Credited Service, or 20 years of Credited Service regardless of age.
Benefit	3.1% of Average Final Compensation times Credited Service
Form of Benefit	Ten Year Certain and Life Annuity (options available).
<u>Early Retirement</u>	
Eligibility	Age 50 and 10 Years of Credited Service.

Benefit	Accrued benefit, reduced 3% per year.
<u>Cost of Living Adjustment</u>	3% increase each January 1 from age 55 through age 65.
<u>Vesting</u>	
Schedule	100% after 10 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.
<u>Disability</u>	
Eligibility	
Service Incurred	Covered from Date of Employment.
Non-Service Incurred	10 years of Credited Service.
Exclusions	Disability resulting from use of drugs, illegal participation in riots, service in military, etc.
Benefit	Benefit accrued to date of disability but not less than 42% of Average Final Compensation (Service Incurred).
Duration	Payable for life, with 120 payments guaranteed, or until recovery (as determined by the Board; options available).
<u>Death Benefits</u>	
Pre-Retirement	
Vested	Monthly accrued benefit payable to designated beneficiary for 10 years.
Non-Vested	Refund of accumulated contributions, without interest.
Post-Retirement	Benefits payable to beneficiary in accordance with option selected at retirement.

Board of Trustees

- a. Two Council appointees,
- b. Two Members of the Department elected by the membership, and
- c. Fifth Member elected by other 4 and appointed by Council.

Deferred Retirement Option Plan

Eligibility

Satisfaction of Normal Retirement requirements.

Participation

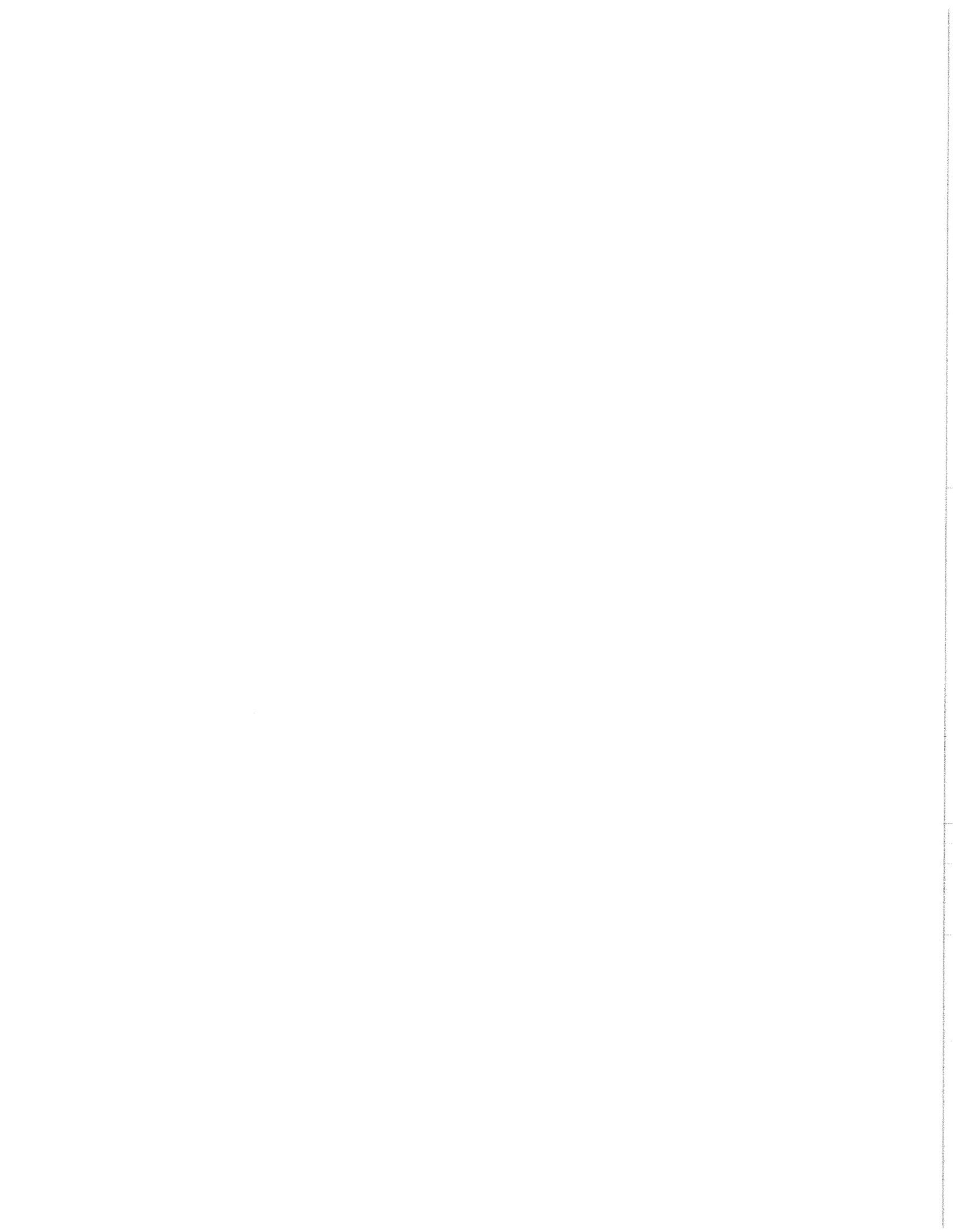
Not to exceed the earlier of 60 months or the completion of 30 years of service with the City as a Firefighter.

Rate of Return

At Member's election: 6.5% or Net Investment Return

Distribution

Cash lump sum (options available) at termination of employment.



**MEMORANDUM**

<b>To:</b>	Honorable Mayor & City Council Members
<b>Via:</b>	T. Jennene Norman-Vacha, City Manager 
<b>From:</b>	Bill Geiger, Community Development Director
<b>Subject:</b>	AX2010-03; Voluntary annexation of 51.50 acres ± of the Brooksville Cemetery Properties.
<b>Petitioner:</b>	City of Brooksville
<b>Location:</b>	North of Olmes Road, South of Mondon Hill Road between Champion Drive and Jasmine Drive
<b>Date:</b>	July 15, 2010

**SUMMARY OF REQUEST - GENERAL INFORMATION**

The subject property consisting of 51.50 acres ±, is located north of Olmes Road and south of Mondon Hill Road between Champion Drive and Jasmine Drive. The City as the petitioner is requesting, through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, for this property to be annexed into the City of Brooksville.

**CURRENT LAND USE/ZONING**

The subject property has a County land use designation of Residential on the Future Land Use Map of the Hernando County Comprehensive Plan. The property is currently zoned Agricultural in Hernando County.

**STAFF FINDINGS**

The City is seeking to have the subject property annexed into the City of Brooksville. The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. If the annexation is approved, then the City's Comprehensive Plan Future Land Use Element will need to be amended to reflect the incorporation, and an appropriate land use designation will need to be assigned. This property has historically been used as a cemetery and will continue as such.

This report does not include the perspective of adjacent landowners, who may be present at the public meeting to address and present questions and comment.

The only action being considered by the City at this time is the request for annexation of this property into the City.

 **BUDGET NOTE**

The costs associated with processing this petition (i.e., certified mailing, staff time, attorney fees, etc.) are being absorbed within the City's current budget.

 **LEGAL NOTE**

The City Council has the authority under Section Chapter 171.044, F.S. to annex land into its corporate boundary.

**PLANNING & ZONING COMMISSION/STAFF RECOMMENDATION**

At their July 14, 2010 meeting, the Planning & Zoning Commission concurred with the staff recommendation to find that the lands associated with Petition No. AX2010-03 are in compliance with Chapter 171.044, Florida Statutes, for being integrated into the incorporated area of the City of Brooksville through the voluntary annexation petition process, and recommend that City Council approve the annexation of the 51.50 acre  $\pm$  tract of land.

- Enclosures:**
- 1) Annexation Petition
  - 2) Proposed Annexation Ordinance
  - 3) Location Map

F:\Bgeig\Annexation\AX2010-03Brooksville Cemetery.doc

# CITY OF BROOKSVILLE ANNEXATION PETITION

APPLICATION TO ANNEX REAL PROPERTY INTO THE CITY OF BROOKSVILLE

DATE June 23, 2010 FILE # AX2010-03

*Please print or type all information.*

## PROPERTY OWNER

Name : City of Brooksville

Address: 201 Howell Avenue

City: Brooksville State: Florida Zip: 34601-2041

Telephone Nos: (352) 540-3810 Fax No: (352) 544-5429

APPLICANT(S): City of Brooksville

Mailing Address: Same as Property Owner

Daytime Telephone: \_\_\_\_\_

REPRESENTATIVE: Bill Geiger

Mailing Address: Same as Property Owner

Daytime Telephone: \_\_\_\_\_

LEGAL DESCRIPTION: Section 23 Township 22 Range 19 E

Insert or attach a copy of the total legal description. Also email a copy to the Community Development Department: [pjobe@ci.brooksville.fl.us](mailto:pjobe@ci.brooksville.fl.us) or [bgeiger@ci.brooksville.fl.us](mailto:bgeiger@ci.brooksville.fl.us)

Size of Area Covered by Application: 51.50 Acres +/- (Brooksville Cemetery Properties)

Highway & Street Boundaries: South side of the Old CSX Railroad Tracks, South of Mondon Hill Road) between Champion Drive and Jasmine Drive.

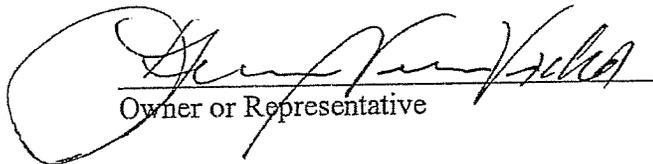
***OWNER OR AGENT AFFIDAVIT***

**CITY OF BROOKSVILLE  
COUNTY OF HERNANDO  
STATE OF FLORIDA**

I, T. Jennene Norman-Vacha, City Manager, being duly sworn, hereby depose and say that the City of Brooksville is the owner of the herein described property to-wit:

(Insert Legal Description Below)

SEE EXHIBIT "A"

  
Owner or Representative

F:\BLDG-BRD\P&Z\Forms\Owner Aff.doc  
Revised 10/13/08 PJ

*Owner or Agent Affidavit  
Community Development Department*

**APPOINTMENT OF AGENT**

**CITY OF BROOKSVILLE  
COUNTY OF HERNANDO  
STATE OF FLORIDA**

City of Brooksville, as the owner(s) in fee simple of the below described real property hereby appoint T. Jennene Norman-Vacha, City Manager as my (our) agent to file required petitions, sign required documents, make representations as to issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. My agent shall also have the authority to commit myself as owner to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

(Insert Legal Description Below)

SEE ATTACHED EXHIBIT "A"

Dated: July 7 2010

Signed in the presence of:

WITNESSES:

Signature

Print Name BILL GEIGER

Signature

Print Name PATRICIA J. JOBE

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

LANDOWNER(S):

Signature

Print Name JENNENE NORMAN-VACHA

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the land described above into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonable compact.

I, T. Jennene Norman-Vacha, City Manager, do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

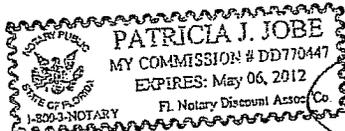
T. Jennene Norman-Vacha  
Signature (Owner/Representative)

\_\_\_\_\_  
Owner Signature(s)

\_\_\_\_\_  
Owner Signature(s)

STATE OF FLORIDA  
COUNTY OF Hernando

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7<sup>th</sup>  
DAY OF July, 2010 BY THE ABOVE PERSON(S) T. Jennene Norman-Vacha  
WHO IS PERSONALLY KNOWN TO  
ME OR WHO HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION  
AND WHO (~~DID~~) (DID NOT) TAKE AN OATH.



NOTARY SEAL

Patricia J. Jobe  
SIGNATURE OF NOTARY

**ORDINANCE NO. 812**

**AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY, PARCEL'S ID NO. R23 422 19 0000 0480 0000 AND R26 422 19 0000 0050 0000, A PORTION OF THE BROOKSVILLE CEMETERY, INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Brooksville owns five individual parcels of land which are contiguous to one another and which are collectively and more commonly known as the "Brooksville Cemetery"; and,

**WHEREAS**, the City operates, manages and maintains the Brooksville Cemetery and desires to annex the Brooksville Cemetery into the City of Brooksville; and,

**WHEREAS**, the City of Brooksville owns a parcel of real property (the "Property") in the Brooksville Cemetery which is located in an unincorporated area of Hernando County, and is contiguous to the corporate limits of the City of Brooksville, Florida (the "City"), and which is reasonably compact, and the City desires to annex that certain Property into the City of Brooksville, Florida; and,

**WHEREAS**, the Property, which is more particularly described by the legal description herein, can be succinctly identified as Parcel ID No. R23 422 19 0000 0480 0000 and R26 422 19 0000 0050 0000; and,

**WHEREAS**, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of that certain Property into the City; and,

**WHEREAS**, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

**WHEREAS**, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

**WHEREAS**, this Ordinance to voluntarily annex the said Property, and to redefine the boundary lines of the City to include said Property, has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard in a quasi-judicial proceeding; and,

**WHEREAS**, the City Planning and Zoning Commission recommended at its July 14, 2010 meeting that the City Council annex the referenced Property; and,

**WHEREAS**, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

**NOW THEREFORE**, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The above recitals are incorporated herein and made a part hereof.

**SECTION 2. PURPOSE.** The purpose of this Ordinance is to voluntary annex Property owned by the City into the City of Brooksville, Florida, pursuant to the Petition for Voluntary Annexation submitted by the petitioner and owner of said Property, the City of Brooksville, as authorized by section 171.044, Florida Statutes.

**SECTION 3. AUTHORITY.** The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

**SECTION 4. SUFFICIENCY OF PETITION.** That the City accepted and deemed sufficient the petition for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

**SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA.** That certain Property, as is depicted on Exhibit "A" which is attached hereto and incorporated herein by reference, and is more particularly described in this section, is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida.

**SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS.** The Property described herein is annexed subject to the following condition(s):

- A. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

**SECTION 7. BOUNDARY MODIFICATIONS.** All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

**SECTION 8. PUBLICATION.** That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

**SECTION 9. OFFICIAL FILING OF ORDINANCE.** That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

**SECTION 10. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 11. CONFLICTS AND REPEALER.** This Ordinance shall be cumulate of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance, which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 12. AMENDMENT TO THE CODE.** The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

**SECTION 13. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its adoption.

**CITY OF BROOKSVILLE, FLORIDA**

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Janice Peters, City Clerk, CMC Lara Bradburn, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

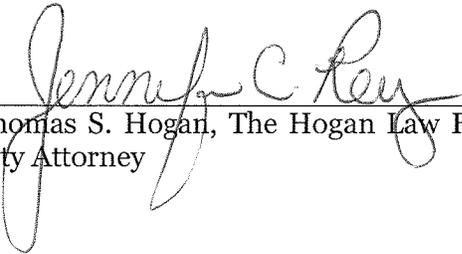
NOTICE was mailed to affected parties (if any) via United States Certified Mail on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

PASSED on First Reading \_\_\_\_\_  
NOTICE Published on \_\_\_\_\_  
PASSED on Second & Final Reading \_\_\_\_\_

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

**VOTE OF COUNCIL:**

- Bernardini \_\_\_\_\_
- Bradburn \_\_\_\_\_
- Burnett \_\_\_\_\_
- Johnston \_\_\_\_\_
- Lewis \_\_\_\_\_

  
\_\_\_\_\_  
Thomas S. Hogan, The Hogan Law Firm, LLC,  
City Attorney

**EXHIBIT "A"**  
**Legal Description**

**PARCEL 1 & 2**

**PARCEL ID NO. R23 422 19 0000 0480 0000 AND PARCEL ID NO. R26 422 19 0000 0050 0000**

**BROOKSVILLE CEMETERY** as recorded in Plat Book 3, Page 29, Public Records of Hernando County, Florida.

AND

**BROOKSVILLE CEMETERY** as recorded in Plat Book 3, Page 61, Public Records of Hernando County, Florida.

AND

**MASTER PARCEL**

Beginning at a point on east line of Section 26, Township 22 south, Range 19 East 909 feet east of NW corner of the Brooksville Cemetery, thence run West following north line of said Brooksville Cemetery, 909 feet to the NW corner of said Cemetery, thence North 975.5 feet, thence East 909 feet, thence South on section line on east side of Sections 23 and 26, 975.5 feet to point of beginning; LESS right-of-way for existing public road along east side of said parcel; being a part of SE ¼ of SE ¼ of Section 23 and a part of NE ¼ of NE ¼ of Section 26, in township 22 South, Range 19 East.

**PARCEL NO. 1**

The South 243.875 feet of the above described master parcel.

**PARCEL NO. 2**

The North 243.875 feet of the South 487.75 feet of the above described master parcel.

**PARCEL NO. 3**

The South 243.875 feet of the North 487.75 feet of the above described master parcel.

**PARCEL NO. 4**

The North 243.875 feet of the above described master parcel herein described together with all other portions described in the master parcel not heretofore conveyed by Warranty Deed.

ALSO

A tract of land described as follows: Commencing at the SW corner of the SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 23, Township 22 South, Range 19 East, and running North  $89^{\circ} 26' 33''$  East, a distance of 75.00 feet, thence North  $00^{\circ} 04' 49''$  West a distance of 25.80 feet to the north right of way line of Paul Street for a point of beginning; from the point of beginning thus described continue North  $00^{\circ} 04' 49''$  West a distance of 409.33 feet, thence North  $72^{\circ} 21' 04''$  East a distance of 363.24 feet, thence South  $0^{\circ} 20' 27''$  East a distance of 516.30 feet to the north right of way line of Paul Street, thence South  $89^{\circ} 29' 03''$  West, along the north right of way line of Paul Street a distance of 337.79 feet to the point of beginning; being in the SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  Section 23, Township 22 South, Range 19 East.

ALSO

A tract of land described as follows: Commencing at the SE corner of Section 23, Township 22 South, Range 19 East, run South  $89^{\circ} 26' 33''$  West a distance of 25.00 feet, thence North  $00^{\circ} 19' 25''$  West a distance of 463.67 feet for a point of beginning; from the point of beginning thus described continue North  $00^{\circ} 19' 25''$  West a distance of 493.33 feet, thence South  $89^{\circ} 40' 35''$  West a distance of 673.00 feet, thence South  $00^{\circ} 19' 25''$  East a distance of 494.54 feet, thence North  $89^{\circ} 34' 38''$  East a distance of 673.02 feet to the Point of Beginning; being in the SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 23, Township 22 South, Range 19 East.

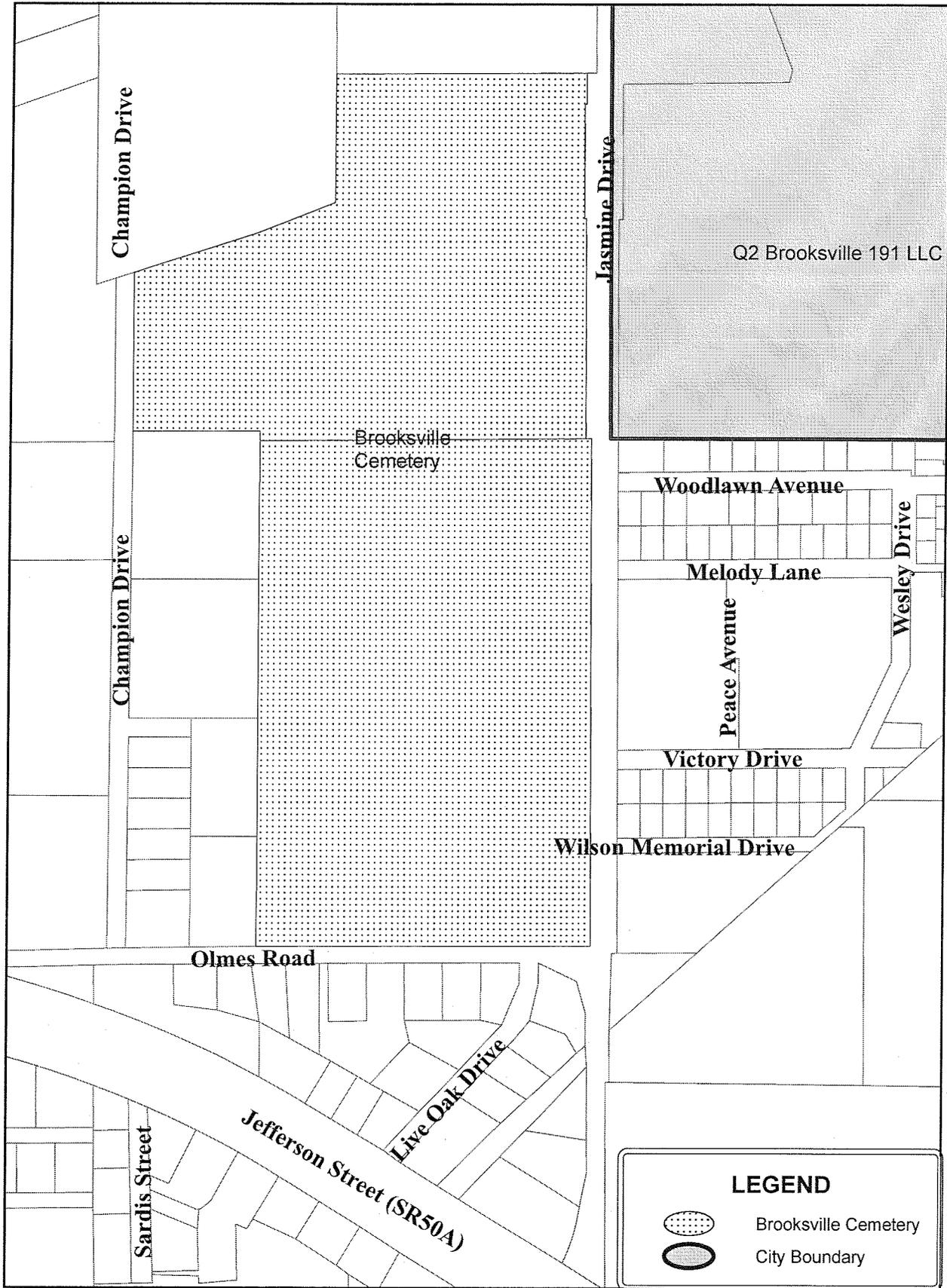
ALSO

A tract of land described as follows: Commencing at the SE corner of Section 23, Township 22 South, Range 19 East, run South  $89^{\circ} 26' 33''$  West a distance of 25.00 feet, thence North  $00^{\circ} 19' 25''$  West a distance of 463.67 feet for the point of beginning, from the point of beginning thus described run South  $89^{\circ} 34' 38''$  West a distance of 673.02 feet, thence South  $00^{\circ} 19' 25''$  East a distance of 123.43 feet, thence North  $89^{\circ} 47' 37''$  East a distance of 687.00 feet, thence North  $00^{\circ} 19' 25''$  West a distance of 125.55 feet to the point of beginning; being in the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 23, Township 22 South, Range 19 East. Together with any other portions of parcel # R23 422 19 0000 0480 0000 not described nor conveyed by deed.

SUBJECT TO Restrictions, easements and right of way permits of record.

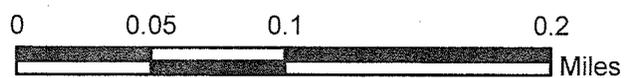


Brooksville Cemetery Annexation  
 Petition - July 2010  
 Ord. No. \_\_\_\_ - EXHIBIT "A"



**LEGEND**

-  Brooksville Cemetery
-  City Boundary

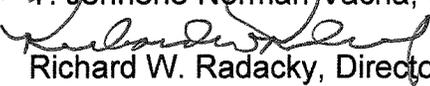


\*Base map information provided by the Hernando County Property Appraiser's office.  
 Map created by the Brooksville Community Development Department.  
 Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon.  
 f:\Esri\ArcMap Projects\Cemetery Annexation 2010.mxd

**MEMORANDUM**

**To:** The Honorable Mayor and City Council Members

**Via:** F. Jennene Norman-Vacha, City Manager 

**From:** Richard W. Radacky, Director of Public Works 

**Subject:** Elevated Tank Painting Bid No. – UD2010-04  
Award Recommendation

**Date:** July 23, 2010

**Background:** The City advertised for sealed bids for the painting of the elevated water tank at Liberty Street and Brooksville Avenue. Bids were opened and read aloud in Council Chambers on June 4, 2010. There were five (5) bids submitted as follows:

Bidder	Bid Amount
Spensieri Diversified, LLC (Haines City, Fl.)	\$178,800
Utility Service Co., Inc. (Perry, Ga.)	\$179,000
Tank Rehab, Inc. (Pont Vedra Beach, Fl.)	\$179,900
Caldweld Tanks, Inc. (Louisville, Ky.)	\$220,750
SVII General Contracting, Inc. (Inverness, Fl.)	\$309,185

References supplied by the two (2) lowest bidders were called. A reference list of similar elevated tank work with containment (tank enclosed to prevent drifting of sand blast material and paint) was requested from these bidders. Information for the lowest bidder, Spensieri, reveals only one (1) elevated tank containment paint job. The one reference contacted, which happened to be the project engineer on two (2) of Spensieri's jobs, stated they were an average painter and that they were continuing to negotiate a change order.

The next lowest bidder, Utility Services, claims to paint over 700 tanks a year and submitted references for eight (8) elevated tank containment jobs in Florida. The references contacted spoke positive about their performance and the finished job. Only \$200 separates Utility Service's Bid and Spensieri's Bid.

The bid price reflects the complications of painting a tank in close proximity to other structures. The job will require total containment which entails full draping of the tank and air circulation/filtration equipment to contain the overspray. Also, the entire parking lot and street parking will have to be discontinued and all landscaping and power lines removed. Because of the proximity to streets and building this is probably the worst location to paint a tank. This will be a most difficult project!

Staff believes the low bidder, Spensieri Diversified, has not demonstrated adequate experience with the type of work needed considering elevated tank containment. Staff believes that Utility Services has demonstrated more than satisfactory experience not only with tank painting, but containment as well; therefore, based on the limited difference in pricing and overall comparable experience of the bidders, staff has determined that Utility Services is the best bid for the City's purposes.

**BUDGET IMPACT:** Funds for this project are currently budgeted (09/10 Budget) in 401 000 164 19031 (Improvements Other than Buildings) in the amount of \$175,000 of which \$10,740 on engineering and inspection services and \$3,312 to Progress Energy is committed to Progress Energy to temporarily move the power line. Construction engineering and inspection services will cost approximately \$20,000. This will require a transfer of \$38,052 from Utility Reserves to complete this project. The project is not likely to be completed this fiscal year and the remaining estimated expenditures will be placed in the 10/11 Water and Sewer Budget.

**LEGAL REVIEW:** Pursuant to the City's Charter, Article V, Sec. 5.04. Competitive Bidding, the City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to Florida Statutes, Chapter 287. Only after all additional documents are received, reviewed and approved by Legal Counsel will the City sign an Agreement for Contractor Services.

**STAFF RECOMMENDATION:** Considering the potential for damage to surrounding buildings and vehicles during the work, staff is recommending the Council award of the Elevated Tank Bid No. UD2010-04 to Utility Service Co., Inc., of Perry, Georgia, in the amount of \$179,000, and further authorize the Mayor to sign the appropriate contract documents upon review and approval by the City Attorney. Staff will include the additional capital expenditures as discussed in the 10/11 Budget.

**NOTATION:** Staff has requested Utility Service be represented at the Council Meeting for a brief presentation (15 minutes or less) following consideration of bid award, if Council so desires.

**BID OPENING MINUTES  
ELEVATED WATER TANK PAINTING  
BID NO. UD2010-04**

June 4, 2010

3:00 p.m.

A Bid Opening was held at approximately 2:00 p.m. on Friday, June 4, 2010, in the City Hall Council Chambers for the **ELEVATED WATER TANK PAINTING BID NO. UD2010-04**. Janice L. Peters, City Clerk and Lindsay Morgan, Recording Secretary were in attendance.

City Clerk Peters advised that an Invitation to Bid was published in the Friday, May 7, 2010, edition of the Hernando Today with a closing date and time set for 3:00 p.m. on Friday, June 4, 2010. Subsequently, Addendum #1 was issued on May 26, 2010.

As a result, six (6) sets of bids were received, all properly sealed and notated. The bids were to include a Bid Certification Form, State of Florida Contractor's License, Bid Bond or Certified Check in the amount of 5% of the bid, List of Sub-contractors, three current references for the same type of work with contact information, Public Entity Crime Statement, Drug-Free Workplace Certification and one (1) notarized original with two (2) full copies.

The following company's submitted bids, which were opened in no particular order, and the results read as follows:

1. **Caldwell Tanks, Louisville, KY** **BASE BID \$220,750.00**  
All required documentation included; Drug Program Implemented  
75-100 calendar day notice to proceed, Addendum #1 Acknowledged.
2. **Gemstone LLC, Key West, FL** **BASE BID \$214,900.00**  
All required documentation included; Drug Program Implemented  
900 calendar day notice to proceed,
3. **Spensieri Diversified, LLC, Haines City, FL** **BASE BID \$178,800.00**  
All required documentation included; Drug Program Implemented **OPTION A \$ 18,000.00**  
60 calendar day notice to proceed
4. **SV III General Contractor, Inverness, FL** **BASE BID \$309,185.00**  
All required documentation included; Drug Program Implemented **OPTION A \$ 7,600.00**  
60 calendar day notice to proceed, NO Addendum #1
5. **Utility Service Company Inc., Perry, GA** **BASE BID \$179,000.00**  
All required documentation included; Drug Program Implemented  
60 calendar day notice to proceed
6. **Tank Rehab.com, LLC, Orange Park, FL** **BASE BID \$179,900.00**  
All required documentation included; Drug Program Implemented  
90 calendar day notice to proceed

City Clerk Peters informed bidders that the bid packets would be reviewed by staff and the results posted on the City's website. The bid opening meeting closed at 3:10 p.m.

---

Janice L. Peters, CMC, City Clerk

**CITY OF BROOKSVILLE  
BID CERTIFICATION FORM  
BID NO. UD2010-04**

Bidders Certification to THE CITY OF BROOKSVILLE:

1. The undersigned warrants that: (A) this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any), the Minimum Technical Specifications, Plans, Addendums, Exhibits, Agreement, Bonds and Insurance requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Bidder.

2. Please check one:

Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.

Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashiers Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashiers Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashiers Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Bidder proposes and agrees to provide all materials, services and equipment required for Elevated Tank Painting Services, for the Total Bid Sum of One hundred seventy-nine thousand and no/100 Dollars (\$ 179,000.00 ). Base Bid

Option A (per spec) Add seven thousand six hundred dollars (\$7,600) to Base Bid.  
Base Bid plus Option A = \$ 186,600<sup>00</sup>

Return to City with your Bid

Bidder/Company Name Utility Service Co., Inc.  
Bid No. JUD2010-04

5. Number of calendar days from date of Notice to Proceed that will be required for the final completion of all work as described herein and as shown on the plans.

60 days

6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.

7. Bidder Hereby Acknowledges Receipt of the Following Addendums:

( ) none

#1  
\_\_\_\_\_  
\_\_\_\_\_

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Return to City with your Bid

Bidder/Company Name Utility Service Co., Inc.  
Bid No. UD2010-04

Name of Bidder: Utility Service Co., Inc.

Business structure: (  ) Corporation, ( ) Partnership, ( ) Individual  
( ) Other \_\_\_\_\_

If a Partnership:

Name(s) of Partner(s): \_\_\_\_\_

If a Corporation:

Incorporated in State of: Georgia Date of Incorporation 9/2001

Business Address: 535 Courtney Hodges Blvd City: \_\_\_\_\_

City: Perry State: GA Zip: 31069

Telephone Number: ( 478 ) 987-0303 Fax ( 478 ) 987-9657

Submitted By: (Print) HAL Black Title: General Manager

Signature: [Handwritten Signature]

If corporation:  
ATTEST (Secretary)

By: [Handwritten Signature]  
Shane Albritton  
Print Name

Affix Corporate Seal  
(If Corporation)

State of Georgia

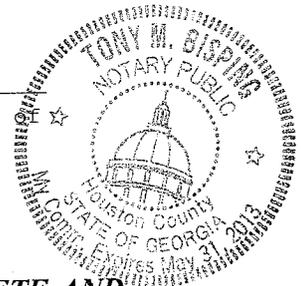
County of Houston

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of June 2010,  
by Hal Black, who is personally known to  
me or who presented \_\_\_\_\_ as identification, and who (did) ~~(did not)~~  
take an oath.

Tony M. Bisping  
[Signature of Notary Public]

54009  
[Commission Number of Notary Public]

TONY M. BISPING  
[Printed, typed or stamped name of  
Notary Public]



**NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Brooksville, Florida, a Municipal Corporation, 201 Howell Avenue, Brooksville, Florida 34601 by Hal Black, General Manager  
[print individual's name and title]  
for Utility Service Co., Inc.  
[print name of entity submitting sworn statement]

whose business address is 535 Courtney Hodges Blvd.  
Perry, GA 31069

and (if applicable) its Federal Identification Number (FEIN) is 58-1920989

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or  
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Return to City with Your Bid

Company Name: Utility Service Co., Inc.  
BID NUMBER UD2010-04

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

X [Signature]  
[signature]

UD2010-04  
[Reference: Proposal Number]

Sworn to and subscribed before me this 3<sup>rd</sup> day of June, 20 10.

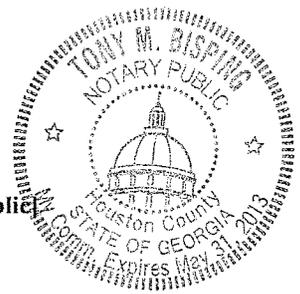
Personally known  OR Produced identification   
[Type of identification]

Notary Public - State of Georgia

My Commission expires 5/31/2013

Tony M. Bisping  
[Signature of Notary]

TONY M. BISPING  
[Printed, typed or stamped commissioned name of Notary Public]



**CITY OF BROOKSVILLE**  
**DRUG-FREE WORKPLACE CERTIFICATION**

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the bid/proposal submission date, the bidder is requested to certify that as part of their drug-free workplace program, they have:

(1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.

(2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Part I - PROGRAM IMPLEMENTED**

I certify that I/we have established a drug-free workplace Program meeting the foregoing minimum requirements.

Hal Black  
[Printed, typed name]

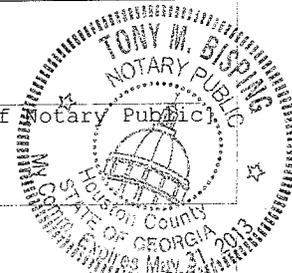
*Hal Black*  
[Signature]

State of ~~Florida~~ Georgia  
County of Houston

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of June, 2010, by Hal Black, who is personally known to me or who presented \_\_\_\_\_ as identification, and who (did) (did not) take an oath.

*Tony M. Bisping*  
[Signature of Notary Public]  
54009  
[Commission Number of Notary Public]

TONY M. BISPING  
[Printed, typed or stamped name of Notary Public]

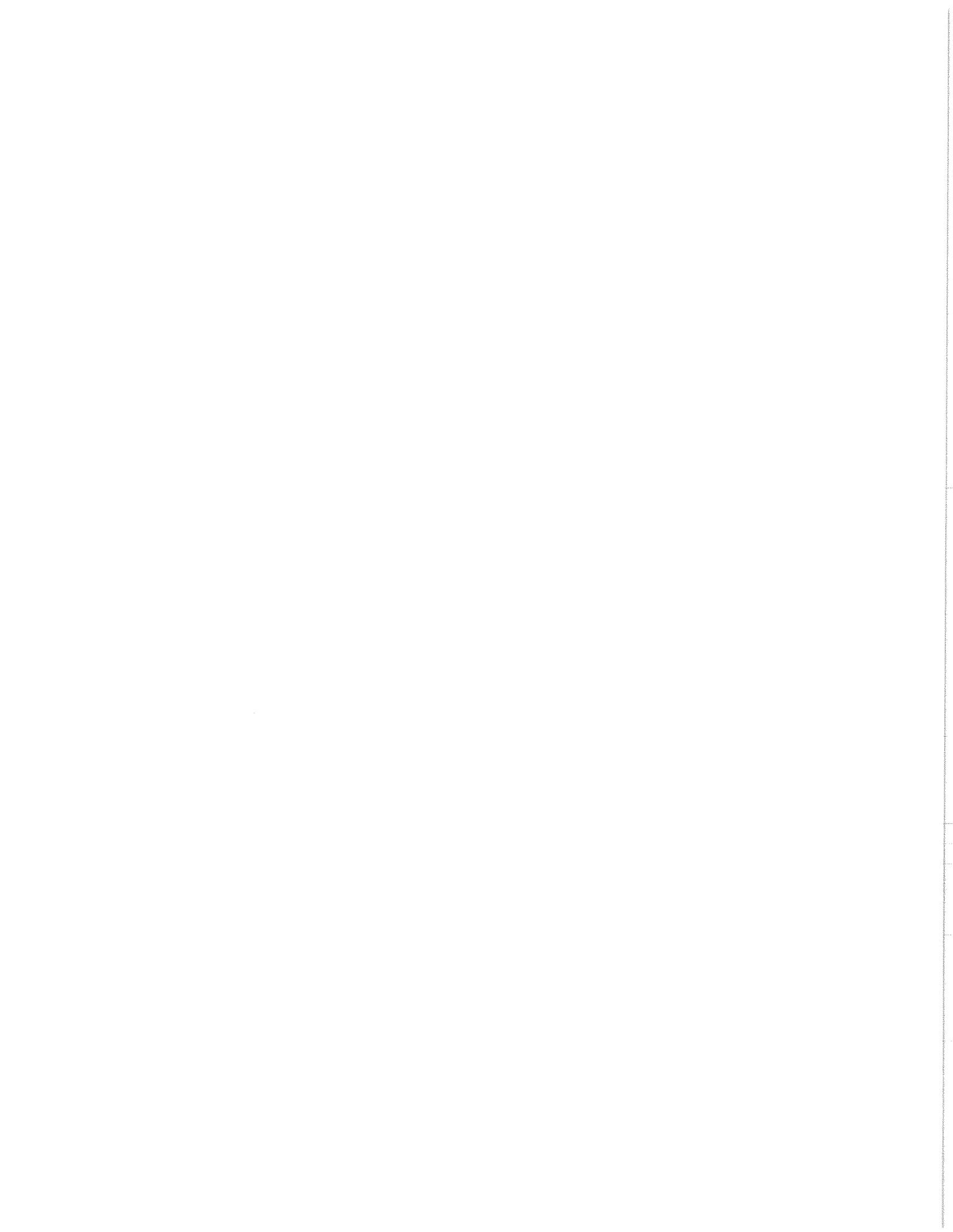


**Part II - PROGRAM NOT IMPLEMENTED**

A program meeting the above stated requirements has not been established or has not been fully implemented prior to bid/proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]





CONSENT AGENDA ITEM  
MEMORANDUM

**To:** Honorable Mayor and City Council Members  
**Via:** T. Jennene Norman-Vacha, City Manager *T. Jennene Norman-Vacha*  
**From:** Timothy A. Mossgrove, Fire Chief *Tim Mossgrove*  
**Subject:** Request Use of Impact Fees for upgrading existing HVAC System at Brooksville Fire Department  
**Date:** August 2, 2010

**General Summary / Background:**

The Brooksville Fire Division contacted facilities department on June 28, 2010 to report problems with the air conditioning system of not functioning properly with freezing up and not cooling the station adequately and while doing a periodic cleaning of the filter found the inside of the return air a dark colored dust and dirt. Facilities Supervisor inspected the unit and after review found dirt/contaminates in the system. Further investigation showed additional dirt/contaminates throughout the duct work of the existing building. To confirm the urgency of this issue Air Source Cooling and Heating was called in to verify and consulted on the possible solutions.

Overview: The current square footage of the existing building is approximately 1950 square feet. The unit is a 4 ton unit designed to cool an estimated 2500+ square foot area. The unit is currently responsible for cooling 100% of the existing building consisting of 7 rooms including administrative offices, operations area, kitchen, dining, and bunk area. The unit currently has one return located in the hallway from the common area to the truck bay. The AC unit is approximately 5 years old, originally installed by Senica Air. The new addition of the building is finished and the Fire department staff moved into the new building the week of July 2 so the demolition and remodel can begin and is underway as of July 7, 2010 to refurbish the common area.

This common area is to be transformed from the kitchen and bunk room to an expanded dinning and the commercial grade kitchen area. The scope of work for the new construction includes installing a 1.5 ton HVAC system to service the new refurbished area approximately 20% of the existing structure. With the existing 4 ton unit plus the 1.5 ton new unit is a total of 5.5 tons of cooling capacity, approximately 30% more than what is needed for the total square footage of the existing structure. To modify the existing 4 ton system without scope modification is estimated to cost \$7,200.00 per the AC contractor.

Cause: The dirt / contaminates buildup is due to the size of the unit relevant to the size of the space to be cooled and the current air flow configuration and promotes Fungus to grow when excessive moisture builds up. Moisture comes from a few possible causes. In this case we feel the primary cause is the following:

1. The air handler in the Fire Department has the return register positioned in a heavily used exit corridor to the truck bay which draws in air of high humidity and exhaust fumes. This configuration does not pull air from the living space creating an unbalanced airflow design (7 individual rooms, 1 thermostat and 1 return register).

2. With an oversized unit, the current system will cycle more than a properly rated service for the designated area. The oversized unit pushes a great deal more air through the vents which cools in a very short period of time and quickly turns off the fan and cooling cycle once reaching the selected temperature. This type of cycling does not provide for enough air flow to be able to extract the moisture from the air or the system and the excess humid air promotes the growth of contaminates.

Solution: The demolition and remodel of the kitchen is underway and scheduled for completion by August 9, 2010 and the following proposed solution is recommended during that scheduled period. The proposed solution is to remove the duct work having dirt / contaminates and to replace / retrofit the duct work to avoid future problems. In review of the current construction plans and current conditions of the existing HVAC the facilities department propose the following:

Replace with a re-engineer solution using current HVAC system to include service, overhaul and maintenance of the existing 4 ton system.

Scope to include:

- a. The 4 ton air handler needs to be removed from the closet and disassembled to clean the cabinet, coil and all elements currently harboring mold, dust and contaminates. A complete overhaul of the existing condenser unit to ensure maximum efficiencies and life expectancy.
- b. The ductwork of the existing system is to be replaced as needed. The duct work is to include a new air flow design to maximize the efficiencies of the AC unit and to include the existing structure and kitchen area. (The demolishing by the contractor will expose the current duct work providing a cost effective opportunity to replace / retrofit the ductwork in the existing structure as needed.)
- c. A return air flow system will be installed throughout the existing structure of the building. A return collection box to be fitted at the base of the air handler to create an air collection system to increase air quality, energy efficiencies and help reduce any reoccurrence of contaminates. The planned registers locations in the remodel are to remain and are to be incorporated in the re-engineering plan of the existing HVAC system.
- d. Extra: Install a UV air filtration system in the air handler. In such that the Fire department is a mission critical department for the wellbeing of the city, the installation of an electronic air filtration system is recommended. Such technology of air filtration has been proven to eliminate almost all mold, allergens and even viruses that attribute to the common cold.

Cost: The estimated cost for the scope of work to upgrade existing HVAC system is \$8,475.00. Hernando County has agreed to allow the City to use the credit (\$6,951.00) for not installing the additional 1.5 ton HVAC system to upgrade / re-engineer the existing building to offset the cost and, this cost to the City would be \$1,524.00. As recommended by facilities a UV air filtration system in the air handler would cost approximately \$1,700.00

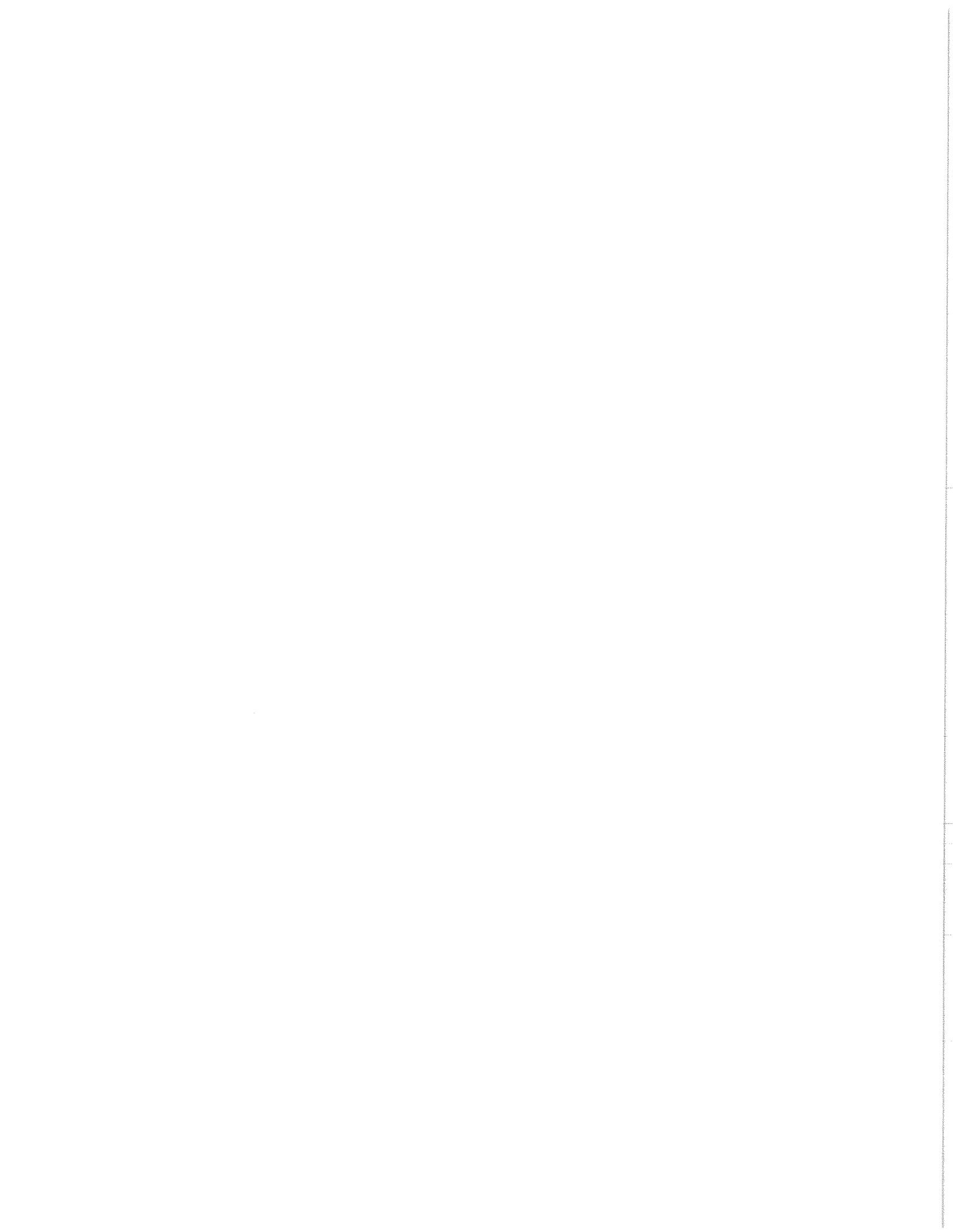
- Credit for 1.5 ton HVAC installation (Hernando County)	(\$6,951.00)
-Balance of HVAC work and re-engineer of existing building	\$1,524.00
- UV Air Filtration System	<u>\$1,700.00</u>
<b>Total estimated cost:</b>	<b>\$10,175.00</b>

**Budget Impact:** In order to fund the \$3,500 for the HVAC redesign and scope modification at the Fire Department, a 09/10 budget amendment for \$3,500 for to GL#114-014-522-55650 (Fire Impact Fees Construction in Progress) is requested. Parks and Facilities staff indicates the payment not to exceed \$3,500 should be made to the vendor, On the Mark Heating and Air Conditioning, Inc. 17086 Cortez Blvd., Brooksville, Fl. On the Mark Heating & Air Conditioning, Inc. is the vendor contracted by Hernando County through their bidding process to perform the air conditioning work at our fire station. Fire Impact Fees reserves are approximately \$94,000.

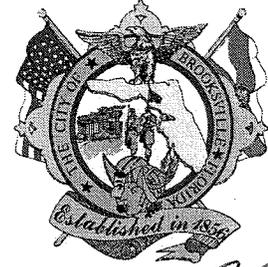
**Legal Review:** The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services to include matters of fiscal impact. Pursuant to Hernando County Code Sec. 23-50, relating to impact fees and which applies to the City because the City opted-in to the County's impact fee ordinance, "...funds collected from fire protection and emergency medical services capital facilities impact fees shall be used exclusively for the purpose of capital improvements which are of direct benefit to the benefit district from which the funds were collected." The ordinance also defines "*capital equipment*" as equipment with an expected use life of three (3) years or more.

**Staff Recommendation:**

After review of the problem staff recommends using impact fees monies not to exceed \$3,500.00 to complete the work of the HVAC system at the fire department. In addition, staff requests a 09/10 Budget Amendment for \$3,500 as described in Budget Impact section above.



**AGENDA ITEM**  
**MEMORANDUM**



**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**  
**FROM: GEORGE TURNER, CHIEF OF POLICE**  
**SUBJECT: RED LIGHT CAMERA VENDOR BID AWARD & CONTRACT**  
**DATE: August 02, 2010**

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**GENERAL SUMMARY:** The City of Brooksville City Council voted on July 19<sup>th</sup> in the affirmative to continue the Red Light Camera Program and directed staff to chose a vendor and negotiate a contract. After careful review of the four vendor's that responded to our bid, SENSYS AMERICA has been chosen as the best bid for the City of Brooksville. Sensys America is an employee-owned company headquartered in Miami Florida. Using military grade radar, Sensys provides the most technologically advanced photo red light system in the world.

**BUDGET IMPACT:** The 10/11 Budget Traffic Camera Fund #128 will incorporate the revenues and expenditures estimates based on the bid awarded by City Council for our Red light camera program. The revenues will exceed expected expenditures for the program.

**LEGAL REVIEW:** Pursuant to the City's Charter, Article V Sec. 5.04 – Competitive Bidding, the City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to Florida Statutes, Chapter 287. Only after all additional document are received, reviewed and approved by Legal Counsel will the City sign an Agreement for Contract Services.

**STAFF RECOMMENDATION:** Staff recommends awarding the bid to Sensys America and approval of the proposed contract. Staff also recommends proceeding with additional camera installations as State law permitting allows.

**ATTACHEMENTS:** City of Brooksville / Sensys America Contract.

**PROFESSIONAL SERVICES AGREEMENT  
“AGREEMENT”**

**THIS AGREEMENT** made this \_\_\_\_\_ day of August, 2010 between Sensys America, Inc. (herein “Contractor”), with its principal place of business at 1111 Lincoln Road, Suite 400, Miami, Florida 33139, and the City of Brooksville, (herein "Customer" or City”), a municipal corporation of the State of Florida with principal offices at 201 Howell Avenue, Brooksville, FL 34601.

**WITNESSETH:**

**WHEREAS**, Contractor has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Sensys Red Light Safety System" (herein “System”), and

**WHEREAS**, Customer desires to use the System to monitor and enforce red light violations, and may, in the future, desire to monitor and enforce traffic speed or other traffic movements and to issue citations for traffic violations.

**NOW THEREFORE**, the parties agree:

**1. DEFINITIONS:**

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

**"Person" or "persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

**"Camera System"** means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a traffic infraction on up to four contiguous lanes controlled by one signal phase and which records such data with one or more images of such vehicle. "Camera System" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the System is stationed.

**"Recorded Image"** means an image digitally recorded by a Camera System.

**"Approach"** is defined as one direction of travel of one or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by one signal phase.

**"Violation"** means a violation of Section 316.074(a) or 316.075(1)(c)(1) of the Florida Statutes, as may be amended or recodified from time to time.

**"Notice of Violation"** means a written notice of a Violation or equivalent instrument issued by or on behalf of Customer relating to a Violation documented or evidenced by a Camera System.

**“Traffic Infraction Enforcement Officer”** means an employee of Customer’s police or sheriff’s department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes, as may be amended or recodified from time to time.

**“Uniform Traffic Citation”** means a uniform traffic citation as described in Section 316.650 of the Florida Statutes, as may be amended or recodified from time to time.

**“VIMS Analysis”** is a statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for a red light enforcement camera system.

**“Owner”** means the person or entity identified by the Florida Department of Highway Safety and Motor Vehicle, or other State vehicles registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a lease with a term of six (6) months or more.

**“Start Date”** means the date of the first issued and payable notice of a violation, which date shall be agreed upon and confirmed in writing by the City Manager before said date is effective.

**“Traffic Control Signal”** means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through an intersection.

Other words shall have the meanings ascribed to them in the Ordinance authorizing this program.

**2. CONTRACTOR AGREES TO PROVIDE:**

The scope of work identified in Exhibit “A, Section 1”, attached hereto and incorporated herein as if set forth in haec verba.

**3. CUSTOMER AGREES TO PROVIDE:**

The scope of work identified in Exhibit “A, Section 2”, attached hereto and incorporated herein as if set forth in haec verba.

**4. TERM AND TERMINATION:**

- a. This Agreement shall be effective on the date first noted above.
- b. Except as otherwise provided for herein, the term of this Agreement shall be for five (5) years beginning on the date of the first issued and payable notice of a violation (the “Start Date”) and may be automatically extended by the Customer for two additional five (5) year periods. Provided however, Customer may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement at least 120 calendar days prior but not more than 180 calendar days prior to the expiration of the current term.
- c. The Contractor’s services may be terminated:
  - i) By mutual written consent of the parties;

- ii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving notice;

For legal reasons, by either party in the event that state legislation or a decision by a court of competent jurisdiction against a party prohibits the enforcement of Violations using image-capture technology.

- d. Upon termination of this Agreement, either for breach or because it has reached the end of its term, the parties recognize that the Customer will have to process traffic law violations in the “pipeline,” and that Contractor accordingly must assist the Customer in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: The Customer shall cease using the System, and shall return or allow Contractor to recover all provided equipment within a reasonable time not to exceed sixty (60) calendar days, and shall not generate further images to be processed. Unless directed by the Customer not to do so, Contractor shall continue to process all images taken by the Customer before termination and provide all services associated with processing in accordance with this Agreement, and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

**5. ASSIGNMENT:**

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that this Agreement may be assigned to any Person that acquires all or substantially all of Contractor’s assets in one transaction or a series of related transactions.

**6. FEES AND PAYMENT:**

Customer shall pay for services and maintenance based on the fee schedule indicated in Exhibit A, Schedule 3, (“Fees”), attached hereto and incorporated herein as if set forth in haec verba.

The Customer shall pay all Fees due Contractor upon receipt of invoices from the proceeding month as soon as practicable and in any event within thirty (30) business days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances.

Unit prices will be fixed for the first three (3) years of the first term and thereafter on each anniversary date of the term unit prices will increase by the CPI, according to the average change during the prior 12 months in the Consumer Price Index for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.

**7. INTERSECTION AND VIOLATION RATE ANALYSIS:**

Prior to implementing the System, Contractor may conduct an analysis of each Approach being considered for a Camera System. If Contractor deems necessary, Contractor will use

VIMS Analysis or other tool or means to complete the analysis over a 4 to 24 hour period. The Customer will be provided a report on violations recorded at each monitored approach, including the time of day and lanes on which the violations occurred. For any Approach recommended by the Customer, Contractor may install a Camera System. However, Contractor may elect not to install a Camera System where traffic violation data does not support installation of the System.

**8. COMMUNICATION OF INFORMATION:**

Contractor agrees that all information obtained by Contractor through operation of the System shall be made available to the Customer at any time during Contractor's normal working hours, excluding trade secrets and other confidential or proprietary information not *reasonably* necessary for the prosecution of citations or the fulfillment of Customer's obligation under this Agreement.

**9. CONFIDENTIAL INFORMATION:**

No information given by Contractor to Customer will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by Contractor. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws including 24(a) of Art. I of the Constitution of the State of Florida and Fla. Stat. Ch. 119, insofar as they may be applicable. Contractor shall not use any information acquired by this program or in the performance of this Agreement including, without limitation, information with respect to any violations, violators, information obtained from recorded images or information concerning the Customer's law enforcement activities for any purpose other than for the benefit of the Customer.

**10. OWNERSHIP OF SYSTEM:**

It is understood by the Customer that the System being installed by Contractor is, and shall remain, the sole property of Contractor, unless separately procured from Contractor through a lease or purchase transaction. The System is being provided to Customer only under the terms and for the term of this Agreement. All software associated with the operation of the Systems will, to the extent necessary, be licensed to the Customer at no additional charge.

**11. INDEMNIFICATION AND INSURANCE.**

Contractor shall at all times comply with all federal, state and local laws, ordinances and regulations and shall comply with the maintenance procedures and manufacturer recommendations for operation of the System equipment which affect this Agreement, and shall indemnify and save harmless the Customer against any claims, arising from Contractor's violation of any such laws, ordinances and regulations or any claims arising from Contractor's performance of this Agreement, including as a result of the negligence or willful misconduct of Contractor, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer.

Contractor shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single

limit of \$1,000,000 per occurrence. Such insurance shall include the Customer, its officers, directors, employees, and elected officials as additional insured's for liability arising from Contractor's operation.

- b. Workers Compensation as required by applicable state law, and Employers' Liability insurance with limits of not less than \$500,000 each accident; Contractor shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Contractor with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

The Customer and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by Contractor under this Agreement. Contractor shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name the Customer and its officers, employees, and authorized volunteers as additional insured's.

Certificates showing Contractor is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to the Customer within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that the Customer shall be notified of all cancellations of such insurance policies. Contractor shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as the Customer is a body politic and corporate, the laws from which Customer derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, the Customer may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement.

## **12. DISPUTE RESOLUTION:**

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both parties, followed if necessary within thirty (30) calendar days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

**13. CHANGE ORDERS OR ADDITIONAL SERVICES:**

Changes to services or scope and additional systems and services may be added to this Agreement by mutual consent of the parties in writing as an addendum to this Agreement. Customer and Contractor agree that should legislation or local ordinance be enacted to enable speed enforcement within the City limits, the Customer shall have the option to negotiate services and fees and issue a change order to cover such services. All other terms and conditions shall remain the same.

**14. NO AGENCY:**

Contractor is an independent contractor providing services to the Customer and the employees, agents and servants of Contractor shall in no event be considered to be the employees, agents, or servants of the Customer. Except as expressly provided herein, this Agreement is not intended to create an agency relationship between Contractor and the Customer.

**15. FORCE MAJEURE:**

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by Contractor. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

**16. TAXES:**

In the event that any excise, sales or other taxes are due relating to this Agreement, the Customer will be responsible for the payment of such taxes unless otherwise exempt from such taxes; *provided, however*, that any taxes imposed by the Customer to the Contractor shall be waived by the Customer or reimbursed to Contractor by the Customer to the extent allowed by law.

**17. NOTICES:**

Any notices or demands which under the terms of this Agreement or under any statute must or may be given or made by Contractor or Customer shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601  
Attn: City Manager

Contractor  
Sensys America, Inc.  
1111 Lincoln Road, Suite 400  
Miami, Florida 33139  
Attn: Brian Haskell

**18. GOVERNING LAW:**

All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida and the parties hereby agree to be subject to the jurisdiction of the Federal and State courts of the State of Florida. The parties hereby agree that venue is proper the state courts of Hernando County, Florida, or the Federal

courts sitting in the Middle District of Florida. Any litigation between the parties in respect of this Agreement shall be in the courts of said jurisdictions. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. Contractor and the Customer hereby irrevocably waive any and all rights to have this action brought in any place other than Hernando County, Florida. The parties hereby irrevocably waive any claim that any such action has been brought in an inconvenient forum

**19. GENERAL:**

The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. In this Agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement. The parties agree that this Agreement is consummated and entered into in Hernando County, Florida.

**20. SEVERABILITY:**

Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

**21. MODIFICATION.**

The Parties may modify or amend the terms of the Agreement if the photo enforcement program is required to be modified or amended: by any governmental entity requirement; due to changes in the law; or other change of circumstances. No amendments or modification hereof shall be effective unless they are in writing and executed by both parties.

Each party acknowledges that it has read this Agreement and understands the terms and conditions herein. Further, the parties have caused this Agreement to be executed on its behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

CITY OF BROOKSVILLE

By: \_\_\_\_\_  
Lara Bradburn, Mayor

ATTEST: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

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

\_\_\_\_\_  
THOMAS S. HOGAN, JR., THE HOGAN LAW FIRM, LLC  
CITY ATTORNEY

CONTRACTOR

Witnesses:

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

### **I. SCOPE OF WORK**

#### **1.2 IMPLEMENTATION**

- 1.2.1 To provide a turnkey solution for Camera Systems to Customer wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of Contractor, except for those items identified in Section 2 titled "Customer Scope of Work". Contractor and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the Customer, unless otherwise specified, Customer shall not charge Contractor for the cost. All other in-scope work, external to Customer, is the responsibility of Contractor.
- 1.2.2 Contractor agrees to make every effort to adhere to the Project Time Line agreed upon between the parties.
- 1.2.3 Contractor will assist Customer with video evaluation of candidate sites using their system.
- 1.2.4 Contractor will install Camera Systems at a number of intersections or grade crossing approaches to be agreed upon between Contractor and Customer after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where Camera Systems are installed and maintained.
- 1.2.5 Contractor will operate each Camera System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.6 Contractor's in-house marketing department will assist Customer with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, Contractor may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to Contractor from revenues collected.
- 1.2.7 Contractor agrees to provide a secure web site accessible to Owners who have received Notices of Violation or Uniform Traffic Citations by means of a Notice # and PIN, which will allow violation image and video viewing.
- 1.2.8 Customer and Contractor will complete the Project Business Rules Process Work Flow design within thirty (30) days of Agreement signature.
- 1.2.9 Contractor shall provide technician site visits to each Camera System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.

- 1.2.10 Contractor shall repair a non-functional Camera System within seventy-two (72) business hours of identification of a malfunction.
- 1.2.11 Contractor shall repair the system within one (1) business day from the time of the outage. Outages of Customer internet connections or infrastructure are excluded from this service level.
- 1.2.12 For any Customer using Contractor lockbox or epayment services, Contractor will establish a demand deposit account bearing the title, "**Sensys America** as agent for the City of Brooksville" at Bank of America, NA or another national banking institution reasonably acceptable to the City (the "Deposit Account Bank"). All funds collected on behalf of Customer will be deposited in this account and transferred by wire the first business day of each week to Customer's primary deposit bank. The Customer will identify the account to receive funds wired from the Deposit Account Bank. Customer shall sign a W-9 and blocked account agreement, to be completed by Customer, to ensure Customer's financial interest in said Deposit Account Bank account is preserved.

### 1.3 CONTRACTOR OPERATIONS

- 1.3.1 Contractor shall provide the Customer with an optional one-time warning period up to thirty (30) days in length for each intersection/approach where a new Camera System is installed.
- 1.3.2 Contractor shall provide Customer with an automated web-based citation processing system including image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Owner within the statutory period. Mailings to Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included according to each pricing option.
- 1.3.3 Contractor shall act as Customer's agent for the limited purpose of making an initial determination of whether Recorded Images should be forwarded to the Traffic Infraction Enforcement Officer to determine whether a Violation has occurred and shall not forward for processing those Recorded Images that clearly fail to establish the occurrence of a Violation.
- 1.3.4 Text only reminder notices may be delivered by first class or other mail means for additional compensation to Contractor as agreed by the parties in Exhibit B.
- 1.3.5 Upon expiration of the due date of the Notice of Violation, Contractor shall issue a Uniform Traffic Citation, which shall be delivered by certified mail to the Owner within the statutory period. The issuance of the Uniform Traffic Citation shall be based on the Traffic Infraction Enforcement Officer's approval, as provided in Section 2.4 of this Exhibit A, of the Notice of Violation.
- 1.3.6 Contractor shall make available a form of affidavit, approved by Customer, to be used by an Owner who wishes to establish the existence of an exemption to a Notice of Violation or Uniform Traffic Citation as provided in Section

316.0083(1)(d)1 of the Florida Statutes, as may be amended or recodified from time to time.

- 1.3.7 Contractor shall apply an electronic signature to a Notice of Violation or Uniform Traffic Citation, when authorized to do so by an approving Traffic Infraction Enforcement Officer.
- 1.3.8 Contractor shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as Customer's agent for these purposes.
- 1.3.9 Contractor shall seek records from out-of-state vehicle registration databases and apply records found to issue Notices of Violation and Uniform Traffic Citations for Customer.
- 1.3.10 If Customer is unable to or does not desire to integrate Contractor data into its adjudication system, Contractor shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence and other related information required to adjudicate the disputed Uniform Traffic Citation. The system will also enable the adjudication staff to accept and account for payments.
- 1.3.11 Contractor shall provide to the Customer access to the system, which provides the Customer with the ability to run and print standard system reports.
- 1.3.12 If required by the Customer, Contractor shall provide the Customer with or train a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the system until judicial notice is taken.
- 1.3.13 In those instances where damage to a Camera System or sensors is caused by negligence on the part of Customer or its authorized agent(s), Contractor will provide Customer an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, Contractor shall replace or repair any damaged equipment and invoice Customer for the pre-approved repair cost. Contractor shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.3.14 Contractor shall provide a toll-free help-line to help Customer resolve any problems encountered regarding its Red Light Camera System and/or citation processing. The help-line shall function during normal business hours.
- 1.3.15 As part of its turnkey system, Contractor shall provide Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the Contractor payment website(s) and may offer the opportunity to download a form affidavit to establish an exemption under Section 316.0083(1)(d) of the Florida Statutes, as may be amended or recodified from time to time. Online-obtained affidavits submitted in response to a Notice of Violation or Uniform Traffic Citations shall be directed to and processed by Contractor and communicated to Customer via the transfer described above.

## **II. CUSTOMER SCOPE OF WORK**

### **2.2 GENERAL IMPLEMENTATION REQUIREMENTS**

- 2.2.1 Within seven (7) business days of execution of the Agreement, Customer shall provide Contractor with the name and contact information for a project manager with authority to coordinate Customer responsibilities under this Agreement.
- 2.2.2 Within seven (7) business days of execution of the Agreement, Customer shall provide Contractor with the name and contact information for a Uniform Traffic Citation manager responsible for oversight of all Uniform Traffic Citation-related program requirements.
- 2.2.3 Within seven (7) business days of execution of Amendment No. 1 to the Agreement, Customer shall provide Contractor with the name(s), contact information, and electronic signature(s) of all Traffic Infraction Enforcement Officers authorized by Customer's police to approve and issue Notices of Violation and Uniform Traffic Citations.
- 2.2.4 Customer shall establish a method by which an Owner who has received a Notice of Violation or a Uniform Traffic Citation may review the images and video evidencing the Violation at the Citizen Citation Interface free of charge. This may be at a publicly available terminal at a Customer facility or by appointment with the Uniform Traffic Citation manager.
- 2.2.5 Customer shall make every effort to adhere to the Project Implementation Timeline to be agreed upon between both parties.
- 2.2.6 Customer shall direct the Chief of Police or approved alternate to execute the Contractor DMV Subscriber Services Agreement (Schedule 2) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that Contractor is acting as an Agent of Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.2.7 Customer and Contractor shall complete the Project Business Process Work Flow design within thirty (30) calendar days of execution of the Agreement.

### **2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS**

- 2.3.1 If Customer chooses to move a Camera System to a new approach after initial installation, Contractor shall effect the relocation no more than once per year at no cost to the Customer, provided, however, that the term with respect to such relocated System shall commence again as of the date such relocated System is operational.
- 2.3.2 Contractor will design, fabricate, install and maintain red light camera warning signs. Such signs shall be in compliance with statutory and Florida Department of Transportation requirements.

- 2.3.3 Customer shall cooperate with Contractor to access traffic signal phase connections according to approved design at no cost to Customer.
- 2.3.4 Customer shall allow Contractor to access power from existing power sources at no cost to Customer and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within the Customer's jurisdiction. The costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Contractor.
- 2.3.5 Customer shall not require Contractor to provide installation drawings stamped by a licensed civil engineer. However, Contractor work product and drawings shall be overseen and approved by a Contractor PE and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.
- 2.3.6 Customer shall approve or reject Contractor submitted plans within seven (5) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days.
- 2.3.7 Customer shall not charge Contractor or its subcontractor for building, constructions, street use and/or pole attachment permits.

#### 2.4 POLICE DEPARTMENT OPERATIONS

- 2.4.1 Customer's Traffic Infraction Enforcement Officer(s) shall process each potential violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Contractor's System to determine which violations will be issued as Notices of Violation.
- 2.4.2 Within seven (7) days of the execution of the Agreement, Customer shall provide Contractor with a form of Uniform Traffic Citation that complies with the provisions of Chapter 316 of the Florida Statutes, with the understanding that some modifications may be necessary to enable use with Contractor's systems.
- 2.4.3 If an Owner who receives a Notice of Violation fails to pay the statutory penalty or submit an affidavit that complies with all requirements provided in Section 316.0083(1)(d) of the Florida Statutes within the time period provided in Section 316.0083(1)(b) of the Florida Statutes, the issuance of a Uniform Traffic Citation will automatically occur based on the prior Traffic Infraction Enforcement Officer approval of the Notice of Violation.
- 2.4.4 Customer shall provide Contractor with instructions or specifications for the treatment of affidavits, with the understanding that some modifications may be necessary to ensure compatibility with Contractor's processes.
- 2.4.5 Police Department workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.

- 2.4.6 For optimal data throughput, Police Department workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.7 Customer shall provide signatures of all authorized Traffic Infraction Enforcement Officers who will review events and approve issuance of Notices of Violation and Uniform Traffic Citations on forms provided by Contractor.

## 2.5 ADJUDICATION OPERATIONS

- 2.5.1 If Customer does not provide payment processing services, Customer shall use Contractor payment processing services.
- 2.5.2 Customer shall provide a magistrate, judge or hearing officer and adjudication facilities to schedule and hear disputed Uniform Traffic Citations.
- 2.5.3 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. Customer may refer citizens with questions regarding Contractor technology and processes to websites and/or toll free telephone numbers provided by Contractor for that purpose.
- 2.5.4 Any potential, one time, direct costs to Contractor to develop an interface between a court system will be initially paid by Contractor.

## 2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 In the event that remote access to the Contractor system is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Contractor to facilitate appropriate communications while maintaining required security measures.

**EXHIBIT B**  
**SERVICE FEE SCHEDULE**

1.0 The Customer shall pay to Contractor the amount of \$4,500 per month per approach (as the same may be adjusted in accordance with the Agreement, “Monthly Fee”) during the term of this Agreement, *provided, however*, that in the event that said Monthly Fee comprises more than 50% of the total revenue collected by the Customer in respect of this Agreement during such month (“Monthly Collections”), Customer shall pay to Contractor 50% of such Monthly Collections (the “Adjusted Fee”) and shall accrue the difference between the Monthly Fee and the Adjusted Monthly Fee (as accumulated monthly, if at all, the “Shortfall Accrual”) and shall pay the Shortfall Accrual (in whole or in part) in subsequent months in the amount, if any, by which Monthly Collections exceed the Monthly Fee (the “Shortfall Makeup”). It is understood and agreed by the Parties that any Shortfall Makeup shall be paid, if at all, solely from revenue generated pursuant to the Agreement and in accordance with this Section 1.0. The below example represents application of this provision:

<i><b>Month</b></i>	<i><b>Monthly Fee</b></i>	<i><b>Monthly Collections</b></i>	<i><b>50% Threshold</b></i>	<i><b>Adjusted Fee</b></i>	<i><b>Shortfall Accrual</b></i>	<i><b>Shortfall Makeup</b></i>
1	\$4500	\$7000	\$3500	\$3500	\$1000	\$0
2	\$4500	\$8000	\$4000	\$4000	\$1500	\$0
3	\$4500	\$10000	\$5000	\$4500	\$1000	\$500
4	\$4500	\$15000	\$7500	\$4500	\$0	\$1000
5	\$4500	\$15000	\$7500	\$4500	\$0	\$0

Except with respect to amounts due during the wind-down period, the provisions of this Section 1.0 of ***Exhibit A*** shall *not* survive the termination of the Agreement.

2. **Collection Services:** For any violation issued before July 1, 2010, Contractor will initiate collection efforts of delinquent notices upon written request by Customer and Contractor will be entitled to receive portions of the collected revenue as noted below. The maximum is 30% total for both pre-collection and collection. For those accounts in default that go to collection, this is in addition to Fees noted above.

Pre-Collection Letters	10% of Recovered Revenue
Delinquent Collections Services	30% of Recovered Revenue

3.0 In the event that the Customer requires text only reminder notices to be issued to violators who have not paid the requisite fine, Customer and Contractor shall negotiate in good faith a reasonable fee for such service.

4.0 Customer will reimburse Contractor for all of its pre-approved costs associated with a public relations campaign.

**CORRESPONDENCE-TO-NOTE**  
**REGULAR COUNCIL MEETING – August 2, 2010**

1. TYPE: Letter  
DATE: July 19, 2010  
RECEIVED FROM: The Hogan Law Firm  
ADDRESSED TO: Robert S. Goldman  
SUBJECT: City of Brooksville Public Service Tax Audit of Progress Energy
  
2. TYPE: Letter  
DATE: July 20, 2010  
RECEIVED FROM: Withlacoochee Regional Planning Council  
ADDRESSED TO: Mike McDaniels, FDCA  
SUBJECT: Proposed Comprehensive Plan Amendment
  
3. TYPE: Memorandum  
DATE: July 20, 2010  
RECEIVED FROM: Florida League of Cities  
ADDRESSED TO: Key Officials  
SUBJECT: Transmittal of the 2010 Proposed Resolutions
  
4. TYPE: Letter  
DATE: July 19, 2010  
RECEIVED FROM: Florida Department of Law Enforcement  
ADDRESSED TO: City of Brooksville  
SUBJECT: Notification of Change to the End Date for the Light for Life Grant.
  
5. TYPE: Letter  
DATE: July 21, 2010  
RECEIVED FROM: Florida Trail Association, Inc.  
ADDRESSED TO: Mayor Bradburn  
SUBJECT: Florida Trail Association's "Gateway Community" Program
  
6. TYPE: Letter  
DATE: July 22, 2010  
RECEIVED FROM: Florida Department of Transportation  
ADDRESSED TO: Florida Department of Community Affairs  
SUBJECT: City of Brooksville Proposed Amendment 10-1

# THE HOGAN LAW FIRM®

*We mean business*<sup>SM</sup>

July 19, 2010

Robert S. Goldman  
 Madsen, Goldman, Holcomb, LLP  
 1705 Metropolitan Boulevard, Suite 1010  
 Tallahassee, Florida 32308-3765  
 Email: [mgh@mgh-law.com](mailto:mgh@mgh-law.com)

Re: City of Brooksville Public Service Tax Audit of Progress Energy

Dear Mr. Goldman:

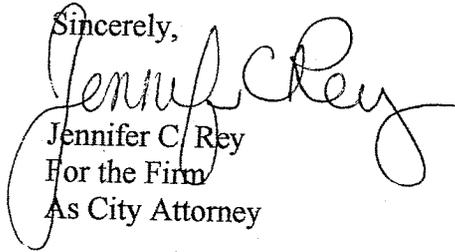
The City's auditor has met with Gail Simpson and discussed the records to be audited. It is my understanding that Progress Energy has agreed to make certain data available to include a spreadsheet containing the following data:

- Premise No.
- Premise Address
- Book Month
- Customer Charge
- Energy Charge
- Gross receipts
- Taxable Fuel

Pursuant to Fla. Stat. §166.234, the City is to be provided "applicable records" which are defined as records kept in the ordinary course of business which establish the collection and remittance of taxes due. Please be advised that the auditor has been authorized to proceed with the audit of the data as prepared and presented by Progress Energy; however, the City reserves the right to request any and all other "applicable records" including individual customer billing records to complete its audit.

We hope your client continues to cooperate with the City's effort to complete its audit.

Sincerely,

  
 Jennifer C. Rey  
 For the Firm  
 As City Attorney

cc: T. Jennene Norman, City Manager  
 Mary Beth Gary, Oliver & Joseph, P.A.

CTN  
 8.2.10  
 JAW

07-23-10 P03:05 IN

MICHAEL R. MOEHLMAN  
EXECUTIVE DIRECTOR

1241 S.W. 10th Street  
OCALA, FLORIDA 34471-0323

Telephone 352-732-1315  
FAX 352-732-1319  
email: mailbox@wrpc.cc  
http://www.wrpc.cc



OFFICERS

RONALD ALLEN  
CHAIR

JOSEPH JOHNSTON, III  
VICE - CHAIR

BARBARA FITOS  
SECRETARY

July 20, 2010

Via Facsimile  
850-921-0781

Mr. Mike Mc Daniels, Chief  
Office of Comprehensive Planning  
Florida Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

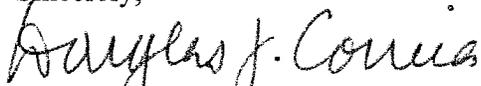
Subject: Proposed Comprehensive Plan Amendment (DCA#10-1)  
Jurisdiction: City of Brooksville, CPA2010-L2 through CPA 2010-L7

Dear Mr. Mc Daniels:

Pursuant to Chapter 163.3184(5) FS, the Withlacoochee Regional Planning Council (WRPC) staff reviewed the above referenced proposed large scale comprehensive plan amendments. Staff comments can be found in the attached DCA amendment review form. These amendments were found to be generally consistent with the *Strategic Regional Policy Plan* for the *Withlacoochee Region* without apparent adverse impacts on regionally significant resources or other jurisdictions.

If you have any questions, you may contact me at [dcorreia@wrpc.cc](mailto:dcorreia@wrpc.cc) or call, extension 235.

Sincerely,

  
Douglas J. Correia  
Senior Planner

cc: Hon. Lara Bradburn, Mayor  
City of Brooksville

copy to George  
@TW  
8-2-2010  
TW



**Memorandum**

To: Key Officials

From: Michael Sittig, Executive Director

Re: Transmittal of the 2010 Proposed Resolutions

Date: July 20, 2010

Attached are the proposed resolutions that are being submitted for consideration by the FLC Resolutions Committee, which will convene on Thursday, August 19, from 4:00 p.m. until 5:00 p.m., in conjunction with the League's Annual Conference at the Westin Diplomat, Hollywood Florida.

The Resolutions Committee is charged with considering official resolutions relating principally to constitutional, congressional and commemorative issues. The committee will review and vote on each resolution and then forward the committee's recommendations to the League's membership at the **Business Session, which will take place on Saturday, August 21 at the Westin Diplomat.**

It is at the Business Session where the League's voting delegates vote on the Report of the Resolutions Committee. **Please forward this packet to your city's voting delegate in preparation for the Business Session.** Please note proposed resolutions are subject to change by the resolutions committee.

Proposed resolutions may also be submitted directly to the Resolutions Committee or the Business Session. These resolutions will be considered late-filed and will require a favorable two-thirds vote of the committee or the voting delegates, respectively, in order for them to be considered. Therefore, additional resolutions may be proposed at the conference.

Should you have any questions, please contact Allison Payne at the League office at (800) 342-8112 or e-mail: [apayne@flcities.com](mailto:apayne@flcities.com).

Attachments

*ATTN  
8.2.10*

*[Handwritten signature]*

**Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308**

SUBGRANTEE: City of Brooksville

TITLE OF PROJECT: LIGHT FOR LIFE

GRANT NUMBER: 2010-JAGD-HERN-1-4Y-090      ADJUSTMENT NUMBER: 1

NATURE OF ADJUSTMENT: ChgEndDate

TO SUBGRANTEE:

Pursuant to your request of 06/30/2010 the following change, amendment, or adjustment in the above grant project is approved subject to such conditions or limitations as may be set forth below:

<u>Clayton H. Wilder</u>	<u>7-19-10</u>
Authorized Official	Date
Clayton H. Wilder	
Administrator	

The grant period is revised to reflect an early termination date of June 30, 2010.

NOTE: Retain this Grant Adjustment Notice as part of official project records.

CTN  
copy: Chief Turner  
Steve Baumgart  
8.2.10  
HW



Mayor Lara Bradburn  
 City of Brooksville  
 201 Howell Avenue Ste 300  
 Brooksville FL 34601

RE: Florida Trail Association's "Gateway Community" program

Dear Mayor Bradburn,

This letter is to introduce you to the Florida Trail Association's Gateway Community program, and to briefly describe the benefits your Community's partnership with the Association can bring.

Recent studies have determined that there is an ever increasing shift in demand toward nature based tourism opportunities in Florida, and for the availability of amenities to accommodate local and out-of-state visitors at their chosen destination. To answer this need, the Florida Trail Association, whose mission, in part, is to build, maintain, protect and promote the Florida National Scenic Trail – one of only eleven congressionally designated scenic trails in the Country – has established the Florida Trail Gateway Community Program, which is designed as an exchange in the promotion of the Trail, and of your Community. A few of the major key assets this program brings to your Community include:

- ❖ Economic Development / Revitalization Tool
- ❖ Eco-Tourism
- ❖ Transportation Alternative
- ❖ Health & Fitness
- ❖ Nature Based and Environmental Education
- ❖ Recreational Opportunity

It has been determined that individuals seeking use of the Florida Trail System look for restaurants, lodging and dry good providers to serve their needs, and are willing to travel out up to 50 miles from the Trail. As the City of Brooksville lies within the 1<sup>st</sup> ten mile radius of the Trail, it is a perfect candidate for Gateway Community designation.

Enclosed you will find summary information that briefly describes the program. To learn more, including a complimentary video on the Association and the Gateway Community program, simply return the card enclosed, give me a call or email, or let's schedule a brief time to meet. To become designated as a Gateway Community is simple, and the cost is free.

On behalf of the Florida Trail Association, I would like to thank you for your valued time and further consideration, and sincerely look forward to talking with you soon.

Respectfully,

  
 Michael A. Eurich  
 Director of Development & External Affairs

CTN  
 8.2.10  
 HRCV



*Copy for Mayor Bradburn*

07-23-10 P03:06 IN

## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

11201 N. McKinley Drive  
Tampa, FL 33612-6456

STEPHANIE C. KOPELOUSOS  
SECRETARY

July 22, 2010

Ray Eubanks, Plan Processing Administrator  
Florida Department of Community Affairs  
Division of Community Planning  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

Re: City of Brooksville Proposed Amendment 10-1

Dear Mr. Eubanks:

We have reviewed the City of Brooksville proposed Amendment 10-1 according to Chapter 163, Florida Statutes, Rule 9J-5, Florida Administrative Code, and our review guidelines. The City proposes seven large scale amendments (817 acres total) which allow a net gain of at least 902 dwelling units/DU and perhaps 2,182 DU. The lack of some information prevents accuracy in determining the net gain of DU. The City also transmitted ten small scale amendments which do not appear to be adopted yet. Our objections and comments follow the descriptions of the large scale amendments. We have one general and one specific comment about the small scale changes.

CPA 2010-L2 proposes to amend the land use (LU) on 182.4 acres (annexed in 2005) from County Residential (zoned Ag/Rural) to City Suburban Residential (2.5 dwelling units/DU per acre). The site is approximately one mile east of US 41/SR 45 on the south side of Mondon Hill Road immediately east of Jasmine drive. The development potential is increased from 18 DU to 456 DU.

Objections: Minimal trip generation information is provided, and no analysis regarding roadway impact, only a statement "as required by ordinance, the developer will be required to submit a detailed traffic analysis to address the impact of any development on the level of service of the impacted road network." The amendment is not adequately supported by data and analysis to assess the impacts of the proposed change on the roadway system. The proposal does not link land use and transportation by demonstrating that adequate analysis and planning for roadway facilities has been done to meet the needs of the additional development.

CPA 2010-L3 proposes to add text to Policy 1.5 in the FLUE and to amend the FLUM to change the LU of 450 acres (annexed in 2006) from County Rural (1 DU/10

*CTN  
8-2-10  
SMW*