CITY OF BROOKSVILLE
BUDGET WORKSHOP
201 Howell Avenue
Brooksville, FL 34601

AGENDA

August 23, 2011 **6:00 P.M.**

A. CALL TO ORDER

B. FY201/12 BUDGET REVIEW

Review and discussion of Budget for FY2011/12.

Presentation: City Manager Norman-Vacha & Finance Director Steve Baumgartner
Attachment: Budget

C. ADJOURNMENT

Meeting agendas and supporting documentation are available from the City Clerk's office, and online at 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.

BUDGET WORKSHOP
AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER

SUBJECT: BUDGET WORKSHOP ITEMS

DATE: AUGUST 17, 2011

During budget workshops on July 26th and August 9th, City Council requested further information on the following items to be discussed during budget workshop of August 23rd:

1. Cost of full-time in-house attorney versus contracted attorney
2. Listing of special events with Council approved fee waivers for last two (2) years
3. Breakdown of square footage and associated costs approved for office space for building department services provided through PDCS.
4. Review/analysis of fire department personnel – 10/12/24 hour shift schedules
5. Retirement/Pension Plans – overview, current/historical rates, and discussion of future impact
6. Summary information on staff sharing across funds
7. Reasoning/requirements for separate funds for Utility Services, eg water, wastewater, sanitation.
8. Status of Impact Fee funds – including dates of collection and expenditure requirements
9. Timeframe for a "tree replacement plan" for the City
10. Timeframe for further discussion/solutions for brick street maintenance program
11. Current expenditures for road inventory/pavement management methodology

Additionally, staff has prepared a couple of items for Council's review/discussions:

12. Millage information for discussion/review
13. Employee group medical coverage options

Councilman Bernardini had also requested:

14. Report on the City's Take Home Vehicle Policy, with specific reference to the Police Department.

Item 1

Cost of full-time in-house attorney v. outsourced contract attorney

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER

SUBJECT: IN-HOUSE LEGAL SERVICES STAFF V. OUTSOURCED CONTRACT ATTORNEY

DATE: AUGUST 18, 2011

Council requested that we present information regarding in-house legal services staff v. outsourced contract attorney. We have prepared a brief analysis that discusses the direct costs for each type of service provision. This analysis does not include other areas that should be discussed/considered by Council, i.e. experience levels, single attorney v. multiple attorneys, further costs for ligation and specialty counsel, etc.

IN-HOUSE LEGAL SERVICES STAFF

In an effort to review direct salary costs for legal services staff, we pulled statistical wage information of the "typical" wage for legal personnel within the Tampa-St. Petersburg-Clearwater MSA. The wage data was based on 2010 wage survey information and estimated in 2011 wage dollars. Statistical data/wage information was obtained through the State of Florida Agency for Workforce Innovation.

The data indicates that the average mean wage expected to compensate an attorney is $110,656 (wages only), with a range from entry level at $51,022 to experienced level at $140,483.

Additionally, the data indicates that the average mean wage expected to compensate a legal secretary is $40,914 (wages only), with a range from entry level at $28,475 to experienced level at $47,112.

Using the average mean wage for the attorney position and a legal secretary, we calculated the annual direct wage and benefit costs to be as follows:

Wages	$151,570
FICA	$ 11,595
FRS Retirement	$ 8,075
Medical Insurance	$ 11,371
Medical HRA	$ 500
Life & ADD	$ 946
Dental Insurance	$ 661
LTD Insurance	$ 349
Workers' Comp	$ 369
TOAL	$185,436

This amount is not inclusive of indirect benefit costs, such as holiday pay, vacation/sick leave, etc. Also this is not inclusive of *any* operating costs for computers, telephone, office space, office supplies/materials, etc.

For start-up we would expect approximately $1,100 per desktop computer or approximately $2,200 for two (2). This includes operating system and regular office software licensing (Outlook, Word, Excel, etc); however, this does not include ongoing access to Westlaw or another specialized software specific to legal services/legal research. We would not expect the need to purchase a separate printer due to our networked printer abilities; however, regular printing costs (paper, toner, ink) could be expected.

For City staff, we pay $17 per month per phone for telecommunications or approximately $200 per year per phone per year . This is inclusive of equipment allocation and there are not additional line charges.

We have not estimated the costs for "office space" and although there are associated costs associated with housing/office space, we believe that it would be fairly minimal.

Another cost could be malpractice insurance. Our current insurance policy specifically excludes legal malpractice coverage. Should in-house legal staff be added, we would need to further explore costs to obtain appropriate insurance coverages.

OUTSOURCED CONTRACT LEGAL SERVICES

Currently the City contracts with the Hogan Law Firm for legal services. The contractual retainer is $157,500 per year, where 75 hours per month are allocated for the City. If hours of service are provided over and above the 75 hours per month, the City pays an additional $185.00 per hour of time expended.

Due to the contractual arrangement with the Hogan Law Firm, there are no additional ancillary costs associated with a full-time hire, i.e. no payroll taxes, workers' compensation costs, benefit costs, malpractice insurance costs or other operational expenses/capital outlay.

Attached is the wage information obtained through the State of Florida, Agency on Workforce Innovation and the U.S. Department of Labor, Bureau of Labor Statistics for your review. Also attached is the current contract/agreement with the Hogan Law Firm and the 2009-10 fiscal year Annual Summary that discusses areas where legal services have been required/directed by City Council. The Firm will be present and prepared to discuss legal service costs that the City has realized during the 2010-11 fiscal year and the estimated outlook for 2011-12.

Wage/Salary Information

Legal Services

for the

Tampa-St. Petersburg-Clearwater, FL MSA

SOURCE: State of Florida, Agency for Workforce Innovation

August 16, 2011

State of Florida – Agency for Workforce Innovation

Occupational Employment and Wages, 2011

Employment estimate and mean wage estimates for this occupation:

2011 Florida Occupational Employment and Wages

Tampa - St. Petersburg - Clearwater MSA

(Hernando, Hillsborough, Pasco and Pinellas Counties)

Occupational Code	Title	2010 Employment	Hourly & Annual Wage (2011 wage estimates in dollars) Mean		Median		Entry*		Exp**	
23-1011	Lawyers	7,700	$53	$110,656	$45	$93,413	$25	$51,022	$68	$140,483
23-6012	Legal Secretaries	2,000	$20	$40,914	$20	$41,350	$14	$28,475	$23	$47,112
23-2099	Legal Support Workers, All Other	520	$23	$46,987	$24	$49,296	$17	$35,485	$25	$52,749

* Entry Wage - This is the wage an entry-level worker might expect to make. It is defined as the average (mean) wage earned by the lowest third of all workers in a given occupation.

**Experienced Wage - This wage represents what an experienced worker might expect to make. It is defined as the average (mean) wage earned by the upper two-thirds of all workers in a given occupation.

Note: Annual wages have been calculated by multiplying the hourly mean wage by a "year-round, full-time" hours figure of 2,080 hours; for those occupations where there is not an hourly mean wage published, the annual wage has been directly calculated from the reported survey data.

Occupation/Position Title Definitions –by US Department of Labor, May 2010 for Legal Services positions

23-1011 Lawyers
Represent clients in criminal and civil litigation and other legal proceedings, draw up legal documents, or manage or advise clients on legal transactions. May specialize in a single area or may practice broadly in many areas of law. *Illustrative examples: Attorney, Corporate Counsel, Public Defender*

23-2011 Paralegals and Legal Assistants
Assist lawyers by investigating facts, preparing legal documents, or researching legal precedent. Conduct research to support a legal proceeding, to formulate a defense, or to initiate legal action. Excludes "Legal Secretaries" (43-6012). *Illustrative example: Legal Aide*

23-2099 Legal Support Workers, All Other
All legal support workers not listed separately. *Illustrative example: Legal Technician*

Legal Services

	% of salary rate	Annual Per Employee Charge		
			2	
Salaries			$151,570.00	
Salaries - Overtime			$0.00	
FICA (OASDI & HI)	7.65%		$11,595.11	
Retirement				
FRS - Elected	16.4700%			
FRS - Senior Management	8.8175%			
FRS - Regular	5.3275%		$8,074.89	
FRS - Special Risk	15.4650%			
FRS - Drop	6.0100%			
Police Pension	0.0000%			
Fire Pension	24.5200%			
Group Benefits				
Health/Medical Insurance		$5,685.60	$11,371.20	
Medical HRA		$250.00	$500.00	
Life & ADD Insurance (2 x salary)		$3.12 per $1,000 coverage (2x salary)	$945.80	
Dental Insurance		$330.72	$661.44	
LT Disability Insurance		salary x 0.23%	$348.61	
EAP		$0.00		
Workers' Compensation				
5509 - Streets/Highways	6.3627%			
7520 - Utilites - Water/Wastewater	3.6414%			
7704 - Fire/Rescue	3.2931%			
7720 - Police	2.4780%			
8380 - Fleet/Mechanic	2.6358%			
8810 - General/Clerical	0.2432%		$368.62	
9015 - Facilities	3.3259%			
9060 - Grounds Maintenance	1.7418%			
9102 - Parks/Recreation	3.1945%			
9220 - Cemetery	4.1147%			
9403 - Sanitation	9.3139%			
9410 - Not Otherwise Classified	2.6161%			
			Workers' Comp	$368.62

AMENDED 3/3/08
Per Council

PROFESSIONAL SERVICES AGREEMENT
CITY ATTORNEY, CITY OF BROOKSVILLE, FLORIDA

This Agreement made and entered into this 1st day of October, 2007, by and between the City of Brooksville, Florida, a Florida municipal corporation (hereinafter referred to as the CITY), and THE HOGAN LAW FIRM, LLC (hereinafter referred to as the ATTORNEYS).

WHEREAS, the CITY desires to retain the professional services of the ATTORNEYS as the CITY's City Attorney, under and pursuant to the City Charter and Code of Ordinances; and

WHEREAS, it is the desire of the CITY to provide certain compensations and other benefits, establish conditions of this arrangement, and provide a positive working environment and relationship between the CITY and ATTORNEYS; and

WHEREAS, ATTORNEYS desire to provide professional services to the CITY;

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

SECTION 1. SCOPE OF DUTIES

a. CITY hereby agrees to retain ATTORNEYS as City Attorney for the City of Brooksville; to perform the functions and duties of said office as specified in the City Charter and Code of Ordinances; and to perform such other duties and functions as the CITY's City Council may reasonably assign. Such duties shall include:

   1. Non-litigation services, for which the ATTORNEYS shall serve under the direct supervision and control of, the CITY's City Council, including the drafting or review of all ordinances, resolutions, contracts, deeds, easements, and other legal documents of the CITY; attendance at all regular and special City Council meetings and special meetings and meetings of other City boards, committees, and agencies when requested; and the provision of legal advice and counsel regarding business of the CITY to City Council members, the City Manager, the City Clerk, and all CITY department heads.

   2. Litigation services, both judicial and administrative, when requested by the CITY's City Council or City Manager.

b. Except as may be specifically provided herein, no provisions of the CITY's personnel policies shall apply to this contract.

c. In the performance of their duties under this Agreement, ATTORNEYS shall serve as independent contractors.

d. Attorney shall notify the City Manager and Mayor of any conflict, or reasonably perceived conflict, as it arises.

SECTION 2. TERM

This Agreement shall become effective as of October 1, 2007, and shall continue for an indefinite term, subject to termination as provided herein.

SECTION 3. PRINCIPAL ATTORNEY

Thomas S. Hogan, Jr., Esq., shall serve in the titular role of City Attorney. However, other attorneys of the firm shall perform various duties and responsibilities under this Agreement, subject to the supervision and direction of Thomas S. Hogan, Jr., Esq.

SECTION 4. COMPENSATION

a. For services provided under Section 1, ATTORNEYS shall be paid a monthly retainer of $2,500.00, payable on the 15th day of each month. Said retainer shall entitle the CITY to fourteen hours of attorneys' time each month. For hours of service provided each month over and above fourteen hours, ATTORNEYS shall be paid for attorney time at the rate of $185.00 per hour or the customary and usual hourly billing rate of the attorney, whichever is lower. The time of any paralegal or intern employed by ATTORNEYS, who perform work for the City under this Agreement, shall not be included in the fourteen hours of attorney time included within the monthly retainer; such time shall be billed to the City at $100.00 per hour or at the customary and usual hourly rate for the paralegal or intern, whichever is lower.

b. Time shall be billed to the CITY in one-tenth of an hour increments, based on actual time spent performing any service and not on any minimum incremental charge greater than one-tenth of an hour. Detailed statements shall be provided to the CITY monthly and shall be paid within 30 days after receipt.

c. At no time shall the City be charged for the time of more than one person for performing any one service (e.g., depositions, hearings, trials, appellate oral arguments, attendance at CITY meetings, attendance at contract negotiations), without approval of the CITY's City Manager, unless more than one person performs distinctly separate and necessary functions with regard to such service.

d. ATTORNEYS shall be reimbursed for all costs paid for or on behalf of the CITY, including filing and service fees, court reporter costs, long distance telephone and fax charges, postage, photocopying costs, travel costs for travel outside of Hernando County (pursuant to CITY personnel policy), and other direct CITY costs. Reimbursement of travel costs shall be in accordance with the CITY's adopted personnel policies.

e. Six months after the effective date of this Agreement, the parties shall re-evaluate the compensation provided for herein and consider possible adjustments thereto.

SECTION 5. BENEFITS

Except as may be provided herein, no benefits provided by the CITY to City employees shall be provided to ATTORNEYS or any of ATTORNEYS' employees.

SECTION 6. TERMINATION

a. ATTORNEYS may terminate this Agreement, by giving at least 60 days' written notice in advance, unless the parties otherwise agree. The CITY may elect to require ATTORNEYS to cease work under this Agreement at any time during the notice period and simply pay ATTORNEYS for time and costs incurred prior to the cessation of work.

b. CITY may terminate this Agreement, for cause, at any time or, without cause, by giving at least 30 days' written notice in advance, unless the parties otherwise agree.

SECTION 7. NOTICES

Notices pursuant to this Agreement shall be given by hand delivery or by deposit in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

CITY: Mayor, City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

ATTORNEYS: The Hogan Law Firm, LLC
c/o Thomas S. Hogan, Jr., Esq.
Post Office Box 485
Brooksville, FL 34605

Parties shall notify one another if there is any change of address.

IN WITNESS WHEREOF, the City of Brooksville has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the ATTORNEYS have caused this Agreement to be signed and executed on their behalf by Thomas S. Hogan, Jr., Esq..

CITY OF BROOKSVILLE

By: _____
David Pugh, Mayor

ATTEST:

_____
Karen M. Phillips, City Clerk

THE HOGAN LAW FIRM, LLC

By: _____
Thomas S. Hogan, Jr., Esq.

AGENDA ITEM NO. F-5
3/3/08

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER

SUBJECT: CITY ATTORNEY COMPENSATION

DATE: FEBRUARY 26, 2008

GENERAL SUMMARY/BACKGROUND:
On October 1, 2007, the City Council approved Professional Services Agreement with the Hogan Law Firm, LLC. Section 4. entitled "Compensation" of the agreement states that the Firm will be paid a monthly retainer of $2,500 for fourteen (14) hours of attorney time. This is a rate of $178.57 per hour. Hours for attorney services over and above the fourteen (14) hours are paid at a rate of $185.00 per hour. A copy of the Agreement is attached as Attachment 1.

Section 4. (e) of the Agreement reads as follows: "Six months after the effective date of this Agreement, the parties shall re-evaluate the compensation provided for herein and consider possible adjustments thereto." As you will recall, there was discussion as to how many hours were appropriate for retainer to accomplish the desired legal work of the City and whether fourteen (14) hours would be adequate.

To date, there have been several areas that have required a significant number of hours more than the fourteen (14) provided through the retainer. Council has also directed a comprehensive review and updating of existing City policies, ordinances, and code.

We feel the hours over the retainer amount will continue for some time and an increase in the retainer hours would provide a savings to the City of Brooksville.

City Attorney, Thomas S. Hogan, Jr., has agreed to provide additional retainer hours for a price of $175.00 per hour. Based on the first six (6) months, current projects/legal matters and direction by Council of additional work, staff recommends increasing retainer hours from fourteen (14) hours per month to seventy-five (75) hours per month.

We recommend that the retainer hours be increased in order to lessen the overall costs for legal services given the number of hours that are being expended for the required/requested service level.

APPROVED BY BROOKSVILLE
CITY COUNCIL
ON 3/3/08 INITIALS

This would require that the existing "Professional Services Agreement" between the City of Brooksville and "The Hogan Law Firm, LLC" be amended under Section 4. Compensation, paragraph a. to read as follows:

> "a. *For services provided under Section 1. ATTORNEYS shall be paid a monthly retainer of $13,125.00, payable on the 15th day of each month. Said retainer shall entitle the CITY to 75 hours of attorney's time each month. For hours of service provided each month over and above 75 hours, ATTORNEYS shall be paid for attorney time rate of $185.00 per hour or the customary and usual hourly billing rate of the attorney, whichever is lower. The time of any paralegal or intern employed by ATTORNEYS, who perform work for the CITY under this agreement, shall not be included in the 75 hours of attorney time included within the monthly retainer; such time shall be billed to the City at $100.00 per hour or at the customary and usual hourly rate for the paralegal or intern, whichever is lower."*

The section changes requested are 1). the number of hours from fourteen (14) to seventy-five (75) and 2). the monthly retainer amount from $2,500.00 to $13,125.00 per month.

We also recommend that a second sentence be added to the existing "Professional Services Agreement" between the City of Brooksville and "The Hogan Law Firm, LLC" so that Section 4. Compensation, paragraph e. will read in total, as follows:

> "e. Six months after the effective date of this Agreement, the parties shall re-evaluate the compensation provided for herein and consider possible adjustment thereto. Staff will review with the City Attorney the retainer hours 90 days prior to each October 1 , beginning 2009 to recommend to Council as to whether the "monthly retainer" amount can/should be reduced/adjusted."

This would be an overall increase in the retainer amount from $30,000 per year to $157,500 per year; however, staff believes that the overall cost of legal services will decrease due to the reduced retainer, per hour charge and the reduced amount of hours that would be over and above the retainer level. The retainer, per hour rate has been reduced from $178.57 and most of the "over and above retainer charges" would be reduce from $185.00 per hour to $175.00 per hour.

BUDGET IMPACT: Staff only budgeted approximately $45,000.00 per year for legal services. Additional monies required for the retainer costs would be $112,500 annually, plus any additional billing. We recommend that Council approve a budget amendment to release/transfer $112,500.00 from Reserve from Contingencies to increase the General Government department budget, Legal line item 001-009-514-53100.

LEGAL REVIEW: Legal has reviewed this item and finds the agreement language to be of good legal form.

STAFF RECOMMENDATION: Staff recommends increasing the City Attorney's Professional Services Agreement to increase the "monthly retainer" to $13,125.00 per month for retainer hours in the amount of 75 hours per month. To effectuate this recommendation, we recommend that the Council approve:

1). Amend the "Professional Services Agreement" between the City of Brooksville and "The Hogan Law Firm, LLC", Section 4. Compensation, paragraph a. to read as follows:

"a. *For services provided under Section 1. ATTORNEYS shall be paid a monthly retainer of $13,125.00, payable on the 15th day of each month. Said retainer shall entitle the CITY to 75 hours of attorney's time each month. For hours of service provided each month over and above 75 hours, ATTORNEYS shall be paid for attorney time rate of $185.00 per hour or the customary and usual hourly billing rate of the attorney, whichever is lower. The time of any paralegal or intern employed by ATTORNEYS, who perform work for the CITY under this agreement, shall not be included in the 75 hours of attorney time included within the monthly retainer; such time shall be billed to the City at $100.00 per hour or at the customary and usual hourly rate for the paralegal or intern, whichever is lower."*

Also that a second sentence be added to the existing "Professional Services Agreement" between the City of Brooksville and "The Hogan Law Firm, LLC" so that Section 4. Compensation, paragraph e. will read in total, as follows:

"e. Six months after the effective date of this Agreement, the parties shall re-evaluate the compensation provided for herein and

consider possible adjustment thereto. Staff will review with the City Attorney the retainer hours 90 days prior to each October 1, beginning 2009 to recommend to Council as to whether the "monthly retainer" amount can/should be reduced/adjusted."

2). Approve budget amendment to release/transfer $112,500.00 from Reserve from Contingencies to increase the General Government department budget, Legal line item (001-009-514-53100).

ANNUAL REPORT

LEGAL SERVICES
FOR FISCAL YEAR 2009-2010

PREPARED BY:

THE HOGAN LAW FIRM®

We mean business℠

20 S. BROAD STREET
POST OFFICE BOX 485
BROOKSVILLE, FL34605

{00232117}

ANNUAL REPORT
LEGAL SERVICES FOR FISCAL YEAR 2009-2010

EXECUTIVE SUMMARY

The Hogan Law Firm has had the pleasure of serving as the City Attorney for the City of Brooksville, Florida since October 1, 2007. Pursuant to the Professional Services Agreement, the Firm is retained to perform the functions and duties of City Attorney as specified in the City Charter and Code of Ordinances. The Firm is also retained to perform duties and functions as the City Council may reasonably assign including both non-litigation and litigation services as follows:

- Non-litigation services include the drafting or review of all ordinances, resolutions, contracts, deeds, easements, and other legal documents; attendance at all regular and special City Council meetings and special meetings and meetings of other City boards, committees, and agencies when requested; and the provision of legal advice and counsel regarding the business of the City.

- Litigation services, both judicial and administrative, when requested by the City Council or the City Manager.

We of the Hogan Law Firm strive to provide efficient, effective service in providing non-litigation and litigation services. To effectively manage the Firm's work for the City, we have developed and implemented several systems and procedures including: a document tracking log to manage the exchange of documents between the City and the Firm; and an open projects schedule to monitor the status of ongoing activities and projects and to ensure timely completion and regular progress towards achieving goals. Regular meetings are held with City Council members and the City Manager to provide periodic updates on the status of key projects and litigation matters. Where it is beneficial to the City's interest, the Firm has provided more than one attorney to assist on a project or to be present at a meeting; however, the Firm does not bill for more than any one attorney if duplicative tasks are provided.

This Annual Report provides an overview of the various legal matters the Firm has dealt with on behalf of the City; however, please note that this report is in no way intended to identify each and every activity or initiative undertaken by the Firm on the City's behalf. This Annual Report contains a summary of litigation matters and an overview of the overall nature of work the Firm has performed for the City. The Annual Report is organized by categories as follows:

- Litigation Matters;
- Ordinances;
- General Administration;
- Code Enforcement;
- Community Development Department;
- Fire Department;
- Human Resources Department;
- Parks and Recreation Department;
- Police Department; and
- Public Works Department.

The Firm is currently engaged for a monthly retainer in the amount of $13,125.00 for seventy-five (75) hours per month. Attorney time within the seventy-five (75) hours is billed at the $175 hourly rate, attorney time beyond the monthly retainer hour allotment is billed at a $185 hourly rate, paralegal time is billed at a $100 hourly rate, and non-litigation human resources legal services are billed at a $100 hourly rate.

For Fiscal Year 2009-2010, a total of 1382.60 hours were invested in City legal services, approximately $14,739.91 in costs were incurred and fees of $231,352.50 were billed for the fiscal year; resulting in total fees and costs of $246,092.41. By comparison, for Fiscal Year 2008-2009 a total of 1377 hours were invested, approximately $8,807.30 in costs were incurred and fees of $208,902.14 were billed; and for Fiscal Year 2007-2008, a total of 1399.10 hours were invested, approximately $12,629.78 in costs were incurred and fees of $221,115.28 were billed.

Engaging the Firm under a retainer agreement results in an overall cost savings to the City. By way of example, if the 1382.60 hours invested were billed at the Firm's regular billable hourly rate of $250.00, the City would have spent an estimated $345,650.00 in legal fees; therefore, participating in the retainer program resulted in a

cost savings to the City of $114,297.50. Throughout the course of the Firm's representation of the City, it has extended various courtesy discounts and has not billed for certain attorney time spent on City legal services. For 2009-2010, approximately fifty-seven (57.10) hours of attorney time were not applied against the monthly retainer and not charged to the City.

Given the total hours of attorney time invested in legal services performed for the City, including those that were not charged to the City, and the total amount of fees and costs billed, the actual average hourly rate for all legal services performed for Fiscal Year 2009-2010 was $167.33 without costs, and $177.99 with costs. By comparison, Fiscal Year 2008-2009 the rate was $151.71 without costs, and $158.10 with costs; and for Fiscal Year 2007 -2008, the rate without costs was $158.04 and $167.07 with costs. The Fiscal Year 2009-2010 average hourly rate is slightly higher than previous years, primarily due to the amount of time and costs incurred in litigation matters in any given month.

Several exhibits are included at the end of the report to supplement the information contained in the narrative. These exhibits include:

- Exhibit 1 FY 2009/2010 Percent of Time Invested By Category
- Exhibit 2 FY 2009/2010 Dollars Invested By Category
- Exhibit 3 Table of Hours By Month
- Exhibit 4 Table of Fees By Month
- Exhibit 5 Table of Costs By Month
- Exhibit 6 Three Year Trend Chart of Monthly Hours
- Exhibit 7 Three Year Trend Chart of Monthly Fees
- Exhibit 8 Three Year Trend of Monthly Costs
- Exhibit 9 Two Year Trend Hours by Category/Department
- Exhibit 10 Firm Profile
- Exhibit 11 Firm Organizational Chart
- Exhibit 12 Attorney Biographies

LITIGATION MATTERS

This section of the Annual Report provides an overview of the various litigation matters involving City interests, whether the matter is being pursued on behalf of the City or the matter involves defending the City against a cause of action brought against it. This fiscal year the Firm invested approximately 617 hours of time in litigation-related matters; accounting for forty-eight percent (48%) of fees and costs in the amount of $116,900. This is an increase from the 203 hours of litigation time last fiscal year; the 204% increase is primarily due to litigation arising from performance bond and bankruptcy matters. The following list includes litigation matters opened or continued during this fiscal year including litigation which may be covered under the City's liability coverage and litigation in which special counsel was retained.

City of Brooksville v. Maygan Badger

Fifth Judicial Circuit Court in and for Hernando County

Case No. CA-10-2314

Filed on: 7/28/2010

Status: Open

This involves a civil forfeiture of property recovered during arrest pursuant to the Florida Contraband Seizure Act. Litigation is ongoing in this matter.

City of Brooksville v. Bond Safeguard Insurance Company

Fifth Judicial Circuit Court in and for Hernando County

Case No. CA- 09-2388

Filed on: 07/08/09

Status: Open (Jury)

This is an action to pursue a claim on a surety performance bond for the amount of $251,191.50. The City filed suit against Bond Safeguard to foreclose the performance bond securing certain public works improvements in Phase One of the Cascades at Southern Hills Planned Development Project. The City entered into a settlement agreement following mediation. The deposit and settlement funds are

being held in trust at The Hogan Law Firm. Completion of the improvements is scheduled for December 1, 2010.

City of Brooksville v. John Richard Brown

Fifth Judicial Circuit Court in and for Hernando County

Case No. CA-10-2293

Filed on: 7/26/2010

Status: Open

This involves a civil forfeiture of property recovered during arrest pursuant to the Florida Contraband Seizure Act. Litigation is ongoing in this matter.

City of Brooksville v. Byron David Crosby

Fifth Judicial Circuit Court in and for Hernando County

Case No. CA 09-2405

Filed on: 07/08/09

Status: Open

This involves a civil forfeiture of property recovered during arrest pursuant to the Florida Contraband Seizure Act. Litigation is ongoing in this matter.

City of Brooksville v. Vernon Lee

Fifth Judicial Circuit Court in and for Hernando County

Case No. H-27-CA-2008-002735

Filed on: 08/27/08

Status: Open

This involves a civil forfeiture of property recovered during arrest pursuant to the Florida Contraband Seizure Act. Discovery is ongoing in this matter.

City of Brooksville v. Levitt and Sons of Hernando County

U.S. Bankruptcy Court for the Middle District of Florida

Case No. 07-19845-BKC-RBR

Filed On: Chapter 11 filed on 11-09-07

Status: Open (pending dismissal)

The City has filed a proof of claim in US Bankruptcy Court with regard to the foreclosure action by KeyBank, N.A. of the Cascades at Southern Hills Planned Development Project. The Project has since been sold to a subsequent owner; however, the matter remains open for monitoring.

City of Brooksville v. Gary C. Quilling

Fifth Judicial Circuit Court in and for Hernando County

Case No. 2002-CF-900

Filed on: 5/30/2002

Status: Open

This matter involves a dispute over public records requests made by Gary Quilling who is an inmate with the Florida Department of Corrections. There is no activity in this matter at this time; however, the file remains open for monitoring.

City of Brooksville v. Jennifer P. Stillson

Fifth Judicial Circuit Court in and for Hernando County

Case No. H-27-CA-2008-002736

Filed on: 08/27/08

Status: Voluntarily Dismissed with Prejudice on 9/14/2010.

This involved a civil forfeiture of property recovered during arrest pursuant to the Florida Contraband Seizure Act. The City negotiated a resolution with the property owner and has entered into a settlement agreement. The matter was voluntarily dismissed with prejudice on September 14, 2010.

City of Brooksville v. Johnnie Thompson, Jr.

Fifth Judicial Circuit Court in and for Hernando County

Case No. CA 09-002030

Filed on: 06/05/09

Status: Dismissed on 08/27/2010.

This involved a civil forfeiture of property recovered during arrest pursuant to the Florida Contraband Seizure Act. A settlement agreement was signed. This matter was dismissed on August 27, 2010.

City of Brooksville v. Travelers Casualty and Surety Company of America, Inc. and Chubb Group Insurance Companies (Federal Insurance Company)

Fifth Judicial Circuit Court in and for Hernando County

Case No. CA-10-2915

Filed on: 9/23/2010

Status: Open (Jury)

The City filed suit for declaratory judgment, breach of contract and to foreclose on performance bonds in the amount of $20,140,498.73, which were issued to secure public works infrastructure at Cascades at Southern Hills Plantation, Phases 1, 2, 2-A, 3, and 3A-1. Discovery requests were served with the complaint and responses are due from Travelers on November 15, 2010 and from Chubb/Federal on December 2, 2010. The Defendants have filed Notices of Removal, to remove the matter to the U.S. District Court for the Middle District of Florida. The City has filed a Motion to Remand which is not yet scheduled for hearing.

City of Brooksville v. Anita Washington

Fifth Judicial Circuit Court in and for Hernando County

Case No. H-27-CA-2008-001232

Filed on: 04/18/08

Status: Voluntarily Dismissed with Prejudice on 11/02/09

This involved a civil forfeiture of property recovered during arrest pursuant to the Florida Contraband Seizure Act. The City negotiated a resolution with the property owner and entered into a settlement agreement. The matter was voluntarily dismissed with prejudice on November 2, 2009.

City of Brooksville v. Westchester Fire Insurance Company, Inc.

U.S. Eleventh Circuit Court of Appeal

Case No. 10-14075

Filed on: 9/01/2010

Status: Open

The City filed a Notice of Appeal of the Order Denying its Motion for Summary Judgment and is currently waiting for an amended briefing schedule to determine when the initial appellate brief is due. Court ordered telephone mediation has been set for December 7, 2010. The City has retained John L. Watkins of the Barnes & Thornburg, LLP law firm in Atlanta, Georgia as special counsel in this appellate matter.

City of Brooksville v. Maggie Bell Williams

Fifth Judicial Circuit Court in and for Hernando County

Case No. CA 09-002016

Filed on: 06/04/09

Status: Open

This involves a civil forfeiture of property recovered during arrest pursuant to the Florida Contraband Seizure Act. Upon receipt of a signed Settlement Agreement and Release, the City will dismiss the case.

In re: Application of Skyland Utilities, LLC to operate a water and wastewater utility in Pasco and Hernando County

Florida Public Service Commission

Case No. 090478-WS

Filed on: 10/16/2009

Status: Open

The final public hearing was held on September 23, 2010 and the Public Service Commission's recommendation is due by December 2, 2010. The City of Brooksville filed its Notice of Adoption by reference of Hernando County's Post Hearing Statement of the Issues and Positions and Post Hearing Brief of Hernando County Water and Sewer District and Hernando County Utility Regulatory Authority. In the event Skyland's application is approved, Hernando County has indicated it will appeal.

In re: Crescent Resources, et al.

U.S. Bankruptcy Court for the Western Division of Texas, Austin Division

Case No. 09-11507-CAG

Filed on: 06/10/09

Status: Open (Monitoring)

Hampton Ridge Developers, LLC and LandMar Group, LLC, subsidiaries of Crescent Resources, LLC, each commenced a voluntary case under Chapter 11 of Title 11 of the U.S. Bankruptcy Code. On or about March 3, 2010, the City was served with a Notice of Limited Notice of De Minimis Asset Conveyance involving the Southern Hills Plantation Planned Development Project. A proof of claim was filed on behalf of the City in the amount of $42,948.75. In addition, a formal objection to the asset conveyance was filed in order to assert the City's rights to reject the sale of the Southern Hills Plantation Planned Development Project and the accompanying infrastructure obligations set forth in the various agreements between the City and the debtors. The City retained John T. Rogerson, III of Volpe, Bajalia, Wickes, Rogerson & Wachs to serve as special counsel regarding bankruptcy matters. As part of this litigation, an Amended and Restated Development Agreement was negotiated with GreenPointe Communities, LLC and the City recovered on its proof of claim.

Robert F. Buck v. City of Brooksville

Fifth Judicial Circuit Court in and for Hernando County

Case No. CA-2008-2059

Filed on: 06/27/08

Status: Dismissed with Prejudice on 3/10/2010

This was a claim by a former employee for wrongful termination. Other counsel provided by the City's insurance carrier represented the City is this matter. This matter was dismissed with prejudice on March 10, 2010.

Terry W. Elliot v. City of Brooksville

Fifth Judicial Circuit Court in and for Hernando County

Case No. H-27-CA-2008-001001

Filed on: 03/28/08

Status: Open

This is a claim by a former employee for wrongful termination in violation of the Florida Police Officer's Bill of Rights. Discovery and settlement negotiations are pending.

Phillip Merrill v. City of Brooksville

County Court in and for Hernando County

Case No.: SC-10-555

Filed On: 5/10/2010

Status: Dismissed; Final Judgment in favor of City.

Phillip Merrill filed a small claims case against the City to recover $402.75, representing his fees and court costs relating to a red light camera code violation. Due to a conflict of interest with this Firm, the City was represented by Todd Vraspir, Esq., who filed a Motion to Dismiss. The court granted the Motion to Dismiss with Prejudice and entered a Final Judgment in favor of the City in the amount of $700 at 6% interest. The judgment was satisfied on September 3, 2010.

Westchester Fire Insurance Company v. City of Brooksville

U.S. District Court for the Middle District of Florida

Case No. 8:09CV00062-T23TBM

Filed on: 01/19/2009

Status: Closed (On Appeal)

The City first filed suit in Circuit Court against Westchester Fire Insurance Company which is the surety on performance bonds obtained by Levitt & Sons of Hernando County, the developer for the Cascades at Southern Hills Planned Development Project. The City and Westchester entered into a forbearance agreement and the circuit court case was dismissed. The forbearance agreement was terminated effective January 19, 2009 and Westchester filed a declaratory judgment action in U.S. Court for the Middle District of Florida. The City filed a counterclaim against Westchester to foreclose on the performance bonds for a total of $5,366,454.75. The hearing on Motions for Summary Judgment was held on July 22, 2010. On July 30, 2010, the court ruled in favor of Westchester and the City filed a Motion for Re-hearing/New Trial on August 31, 2010, which was denied on October

8, 2010. The City filed a Notice of Appeal in the U.S. 11th Circuit Court of Appeals on September 1, 2010 and applicants for co-counsel are being reviewed.

Bruce Sather v. City of Brooksville

Fifth Judicial Circuit Court in and for Hernando County

Case No. CA-09-3923

Filed on: 10/30/2009

Status: Open

This is a class action lawsuit filed against the City and American Traffic Solutions, LLC for declaratory and injunctive relief for individuals who received citations for red-light violations. The City's insurance carrier is representing the City in this matter. Discovery is in progress and a settlement offer has been extended.

Boyce Tincher v. City of Brooksville

Fifth Judicial Circuit Court in and for Hernando County

Case No. 08-006443DEJ

Filed on: 3/04/2008

Status: Closed

This is a claim by a former employee on a worker's compensation matter. Other counsel provided by the City's insurance carrier is representing the City in this matter. The matter was settled at mediation.

ORDINANCES

When it was first retained, the City directed the Firm to assist in completing a comprehensive update of the City's Code of Ordinances. The Firm has assisted the City in researching, reviewing and drafting a variety of ordinances with the overall goal of completing an overhaul of the City's Code of Ordinances. The Firm spent 51.9 hours of time in researching and drafting ordinances. This accounts for four percent (4%) of fees and costs in the amount of $9,756.00.

The following identifies the various ordinances which have been dealt with since October 1, 2009.

- Ordinance No. 779 - Public Burning and Fireworks Permitting
- Ordinance No. 780 - Fire Protection Code Amendment
- Ordinance No. 783 - Code Amendment - Alcoholic Beverages
- Ordinance No. 784 - Filling Council Vacancies (Denied)
- Ordinance No. 786 - Filling Council Vacancies
- Ordinance No. 758A - Traffic Light Safety Amendment
- Ordinance No. 788 – Brooksville Fire District Special Assessments
- Ordinance No. 789 – Inclusion into County EMS Municipal Service Tax Unit
- Ordinance No. 808 - Election Qualifying - Emergency Ord.
- Ordinance No. 809 - Utility Deposit Refunds
- Ordinance No. 810 - Election Qualifying
- Ordinance No. 811 - Moratorium - Pain Management Clinics

GENERAL ADMINISTRATION

As City Attorney, the Firm offers regular guidance to the City Council and City management. As part of its commitment to providing effective service and legal guidance to the City, the Firm has provided legal opinions on routine matters of City operations; and at least one, but sometimes more than one, attorney from the Firm was in attendance at City Council meetings, workshops, and other public meetings. In total, attorneys participated in thirty-five (35) public meetings this fiscal year. In addition, an attorney from the Firm participated in weekly City management staff meetings. An attorney has also been available to attend other meetings as required or requested.

The Firm invested about 303 hours in General Administration activities and public meetings and workshops; accounting for fifteen-percent (15%) of fees and costs in the amount of $36,784.00. This is a decrease from the 424.38 hours invested last year. With this time, the Firm has assisted in the following:

- Drafting a Lease Agreement with The Children's Home Society, Inc. for use of the 3rd floor of City Hall.
- Reviewing Ordinance No. 814 – Fiscal Year 2010/2011 Budget.
- Reviewing, advising and filing proofs of claim in numerous local bankruptcy matters.
- Reviewing requests and responses to various public records requests.
- Reviewing and revising the policy and procedure on student appointments to the City's Beautification Board.
- Reviewing and revising the proposed tobacco free campus policy.
- Coordinating and monitoring the public service tax audit
- Drafting emergency ordinance to amend elections code section Sec. 30-5
- Drafting the ordinance on filling council vacancies.
- Drafting the resolution to certify election results.
- Reviewing the Ordinance adopting the 2010-2011 budget.

In addition, the Firm researched and drafted legal memoranda on a variety of issues including the following:

- Filling a City Council Vacancy
- Permitted Use Changes in Land Development Code Amendments
- Restrictions on Public Funds for Political User (SB-16)
- Quasi-Judicial Procedures
- Council/Manager Governance
- Social Media and the Sunshine Law
- Authority of the City Manager
- Roberts' Rules Guidelines on Motion Procedure

CODE ENFORCEMENT

The Firm prosecutes code enforcement violations on behalf of the City at the monthly Special Magistrate Code Enforcement Hearings. The Firm has prosecuted eighty-four (84) code violations including red light traffic infraction appeals, automobile noise ordinance violations, overgrown lots, and commercial vehicle parking violations. This is an increase from fifty (50) violations prosecuted last year. Approximately ninety-one (90.90) hours were spent in reviewing and prosecuting code violations including attendance at hearings; an increase from the forty (40) hours incurred last year. Fees and costs allocated to Code Enforcement matters account for six percent (6%) of the total in the amount of $15,857.

In addition to prosecuting violations, the Special Master/Code Enforcement Hearing Officer contract was amended; and the Firm researched and revised the notice to appear form used for code violations.

COMMUNITY DEVELOPMENT DEPARTMENT

Members of the Firm worked with the City Manager and the Community Development Director to address the City's planning and zoning, building and other community development issues. In total, approximately 70.1 hours were invested in legal issues regarding community development activities; accounting for seven percent (7%) of total fees and costs in the amount $16,325.

The Firm has spent significant time addressing legal issues with outside bankruptcy counsel involving the impact of the bankruptcy filing by Levitt & Sons of Hernando County, Inc., the developer for the Cascades at Southern Hills Plantation Planned Development Project and Crescent Resources, LLC, the parent company for Hampton Ridge Developers, Inc., the developer for the Southern Hills Plantation Planned Development Project. A related project to these bankruptcy matters, was the

Amended and Restated Development Agreement regarding the sale of the Southern Hills Plantation Project to GreenPointe Communities, LLC. The City was successful in colleting $42,948.75 on its proof of claim filed in the Crescent Resources, LLC bankruptcy matter. The Firm was also able to negotiate a settlement with Bond Safeguard Insurance Company regarding the completion of outstanding improvements in Phase One of the Cascades at Southern Hills development.

The Firm also attended all the Planning & Zoning Commission meetings and assisted in revising the Joint Planning Agreement and the Land Development Code. In addition, a resolution establishing a referendum to continue with economic development incentives was prepared for inclusion on the election ballot. A proposed economic development ordinance was also researched and drafted. The Firm researched, reviewed and revised, as necessary, the following ordinances and resolutions:

- Resolution 2010-15 to adopt a Local Mitigation Strategy Plan
- Resolution 2010-11 authorizing a Community Development Block Grant (CDBG) application.
- Ordinance No. 812 - Annexation - Brooksville Cemetery Part 1
- Ordinance No. 813 - Annexation - Brooksville Cemetery Part 2
- Ordinance No. 781 - Zoning Classification – Innovators
- Ordinance No. 782 - Code Amendment - Concurrency Requirements
- Ordinance No. 759-A - Majestic Oaks
- Ordinance No. 785 - Annexation - Cornerstone Communities
- Ordinance No. 787 - Annexation - Russell Property
- Ordinance No. 790 - Comprehensive Plan Amendment

FIRE DEPARTMENT

The Firm worked with the City Manager and the Fire Chief to review, research, negotiate and/or draft the following interlocal agreements and other contracts:

- Interlocal Agreement and Resolution for Special Assessments

- Interlocal Agreement for Non- Transport Advanced Life Support and Memorandum of Understanding.
- Interlocal Agreement on Consolidated Emergency Management Plan (CEMP)
- Interlocal Agreements with Tax Collector and Property Appraiser regarding non-ad valorem assessments.
- Special Event application and code revisions
- Burn Permit Ordinance
- Fire Prevention Code Ordinance
- Ordinance 640 Inclusion in County Municipal Service Taxing Unit for EMS Services
- Ordinance No. 754-D - Firefighter's Retirement Trust Amendment

The Firm also addressed collective bargaining matters; approximately 7.5 hours were invested in collective bargain negotiations and related matters. In addition, the Firm expended approximately 42.6 hours in legal matters for the Fire Department. Fees and costs allocated to legal matters for the Fire Department total $12,236 or five percent (5%) of the total.

HUMAN RESOURCES

The Firm represented the City in six (6) unemployment appeal hearings and prosecuted two (2) employee disciplinary/termination appeals pursuant to the Law Enforcement Bill of Rights and the City's grievance policy. In addition, we provided regular guidance on various employee disciplinary and termination actions.

The Firm assisted the City in re-writing personnel policies in order to complete the comprehensive overhaul of the City's personnel manual. The following personnel policies have been revised and have been proposed for adoption but have not yet been finalized or approved:

- Employee Orientation and Training
- Tuition Reimbursement Program
- Exposure Control
- Vacation Leave

- Sick Leave/Extended Leave/Short Term Disability Bank
- Purpose and Scope
- Definition of Terms
- Hours and Pay
- Salary Administration
- On-call Pay
- Leave Without Pay
- Communications and Cell Phone Use
- City Property, Equipment and Information
- City Vehicle and Take Home Vehicle Policy
- Email and Computer Use

The Firm invested approximately 50.40 hours in human resource and personnel related matters. Non-litigation activities were billed at the reduced hourly rate of $100 per hour. For both litigation and non-litigation human resource and personnel matters, approximately $9,220 dollars were invested by the City in this area.

PARKS & RECREATION DEPARTMENT

The Firm spent about 54.8 hours of time on legal matters for the Parks and Recreation Department; accounting for about $9,777 in fees and costs. Work in this department included the following matters: rules and regulations on firearms; the Hernando Youth League agreement; independent contractor agreement for recreation coaches; inmate labor agreements; golf cart lease termination/amendment; and volunteer application forms and screening requirements.

In addition, several real estate transactions were facilitated this last fiscal year. The Firm assisted the City in conveying certain tracts of cemetery property and Good Neighbor Trail property along Jasmine Drive to Hernando County for use as a road easement to accommodate the expansion of Jasmine Drive. The City also acquired the Olive Street cemetery from the Diocese of Saint Petersburg, and an easement was obtained to provide access to the Olive Street Cemetery. Also, the Brooksville Cemetery was successfully annexed into the City's municipal boundaries.

POLICE DEPARTMENT

The Firm assisted the City Manager and the Chief of Police in a variety of matters including forfeitures and seizures which are itemized in the litigation section of this Annual Report. A total of approximately 37.10 hours of time and $6,901 in fees and costs were invested in police department related legal matters (not including litigation), including work on the following:

- Research memorandum on the disposition of firearms.
- Feasibility of implementing additional fees for ordinance violations and local street/traffic offenses.
- Ordinance No. 770-A Police Office's Pension Trust Fund amendment.
- Review and revise on the American Traffic Solutions contract; termination and indemnification claims.

PUBLIC WORKS DEPARTMENT

The Firm assisted the City Manager and the Public Works Director with various contracts, agreements, and resolutions including the following:

- Interlocal Agreement for Water and Sewer Improvements for South Brooksville
- Interlocal Agreement on Stormwater Drainage and Flooding
- Reviewing and revising Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation
- Corrective Deed for Good Neighbor Trail Phase 2B
- Research on solid waste collection fees and special license agreements
- Sewer Rehabilitation Phase 3 Change Order
- Resolution 2010-06 renaming Clinton Blvd.
- Resolution 2010-10 Utility Code Revision/Deposit Refunds and Meter Deposits
- Resolution 2010-18 Utility Rates

- Cooperative Funding Application for South Brooksville
- Ordinance No. 644 Interlocal Agreement with Tax Collector for Stormwater Non-ad valorem Special Assessment
- Interlocal on Stormwater Management Municipal Service Taxing Unit
- Mowing Services Bid and Contract
- City Hall Retaining Wall Bid and Contract
- Elevated Water Tank Bid and Contract
- Compactor Roll Off Container Agreement

Efforts in this area included nearly 68.4 hours of attorney time; accounting for $12,336 dollars in fees and costs.

CONCLUSION

The Hogan Law Firm has had the continued pleasure of representing the City of Brooksville over the last three fiscal years. We have engaged in a variety of activities in the scope of our legal representation of the City and have worked with all the departments of the City. We believe the City has been afforded innovative, cost-effective and efficient legal services.

We look forward to continuing to work with the City Council and City staff to enhance City services while minimizing legal risk and serving and protecting the legal interest of the City.

EXHIBIT 1
FY 2009/2010 TIME INVESTED BY CATEGORY

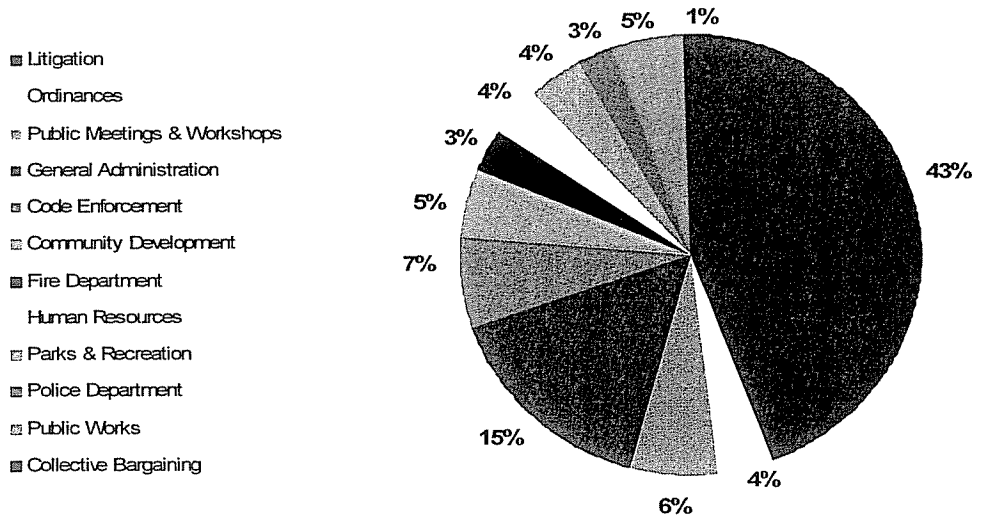


EXHIBIT 2
FY 2009/2010 DOLLARS INVESTED BY CATEGORY

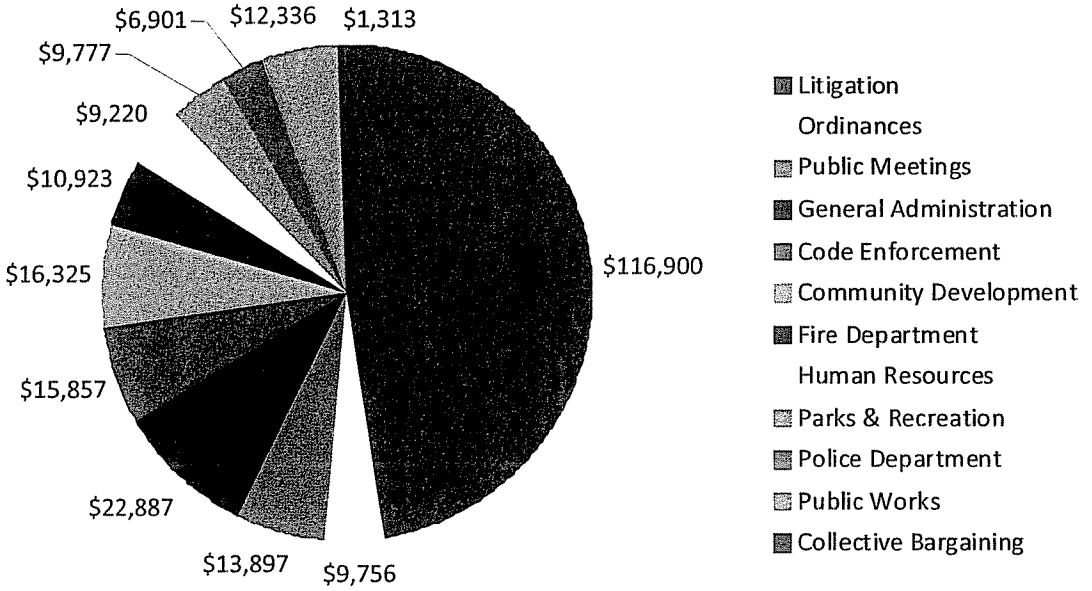


EXHIBIT 3 – HOURS BY MONTH

	FY 07-08	FY 08-09	FY 09-10	FY 08-09 % Increase/Decrease	FY 09-10 % Increase/Decrease
October	78.50	125.70	148.00	60.1%	17.7%
November	125.80	93.70	80.70	-25.5%	-13.9%
December	83.30	118.90	117.90	42.7%	-0.8%
January	146.80	129.70	101.30	-11.6%	-21.9%
February	118.50	93.30	144.20	-21.3%	54.6%
March	173.20	116.00	79.30	-33.0%	-31.6%
April	159.60	98.60	102.80	-38.2%	4.3%
May	127.50	117.50	107.60	-7.8%	-8.4%
June	96.50	143.20	142.20	48.4%	-0.7%
July	114.60	123.30	137.20	7.6%	11.3%
August	72.20	86.70	122.30	20.1%	41.1%
September	102.60	130.40	99.10	27.1%	-24.0%
Total	1399.10	1377.00	1382.60	-1.6%	0.4%

EXHIBIT 4 – FEES BY MONTH

	FY 07-08	FY 08-09	FY 09-10	FY 08-09 % Increase/Decrease	FY 09-10 % Increase/Decrease
October	$ 13,285.50	$ 19,977.00	$ 24,697.00	50.4%	23.6%
November	$ 18,613.52	$ 14,035.00	$ 13,763.00	-24.6%	-1.9%
December	$ 13,986.50	$ 16,768.00	$ 20,580.50	19.9%	22.7%
January	$ 22,145.50	$ 17,600.00	$ 17,036.50	-20.5%	-3.2%
February	$ 20,298.85	$ 15,225.00	$ 22,748.50	-25.0%	49.4%
March	$ 28,990.00	$ 17,033.50	$ 13,555.00	-41.2%	-20.4%
April	$ 24,058.50	$ 14,565.00	$ 18,078.00	-39.5%	24.1%
May	$ 14,286.91	$ 17,636.60	$ 18,260.00	23.4%	3.5%
June	$ 15,807.50	$ 19,182.90	$ 23,369.00	21.4%	21.8%
July	$ 18,878.50	$ 20,361.51	$ 20,743.00	7.9%	1.9%
August	$ 13,125.00	$ 14,035.13	$ 21,478.00	6.9%	53.0%
September	$ 17,639.00	$ 22,482.50	$ 17,044.00	27.5%	-24.2%
Total	$ 221,115.28	$ 208,902.14	$ 231,352.50	-5.5%	10.7%

EXHIBIT 5 – COSTS BY MONTH

	FY 07-08	FY 08-09	FY 09-10	FY 08-09 % Increase/Decrease	FY09-10 % Increase/Decrease
October	$ 1,157.36	$ 681.26	$ 1,240.98	-41.1%	82.2%
November	$ 2,150.70	$ 214.71	$ 5,175.84	-90.0%	2310.6%
December	$ 1,749.46	$ 496.28	$ 80.24	-71.6%	-83.8%
January	$ 537.80	$ 1,169.79	$ 1,420.11	117.5%	21.4%
February	$ 1,585.86	$ 824.23	$ 1,307.21	-48.0%	58.6%
March	$ 1,028.89	$ 374.23	$ 133.12	-63.6%	-64.4%
April	$ 1,604.17	$ 287.64	$ 58.86	-82.1%	-79.5%
May	$ 780.21	$ 1,625.17	$ 185.57	108.3%	-88.6%
June	$ 419.23	$ 270.71	$ 1,095.60	-35.4%	304.7%
July	$ 721.58	$ 1,678.68	$ 1,659.65	132.6%	-1.1%
August	$ 820.31	$ 1,060.60	$ 1,172.97	29.3%	10.6%
September	$ 74.21	$ 124.00	$ 1,209.76	67.1%	875.6%
Total	$ 12,629.78	$ 8,807.30	$ 14,739.91	-30.3%	67.4%

EXHIBIT 6 – MONTHLY HOURS THREE YEAR TREND

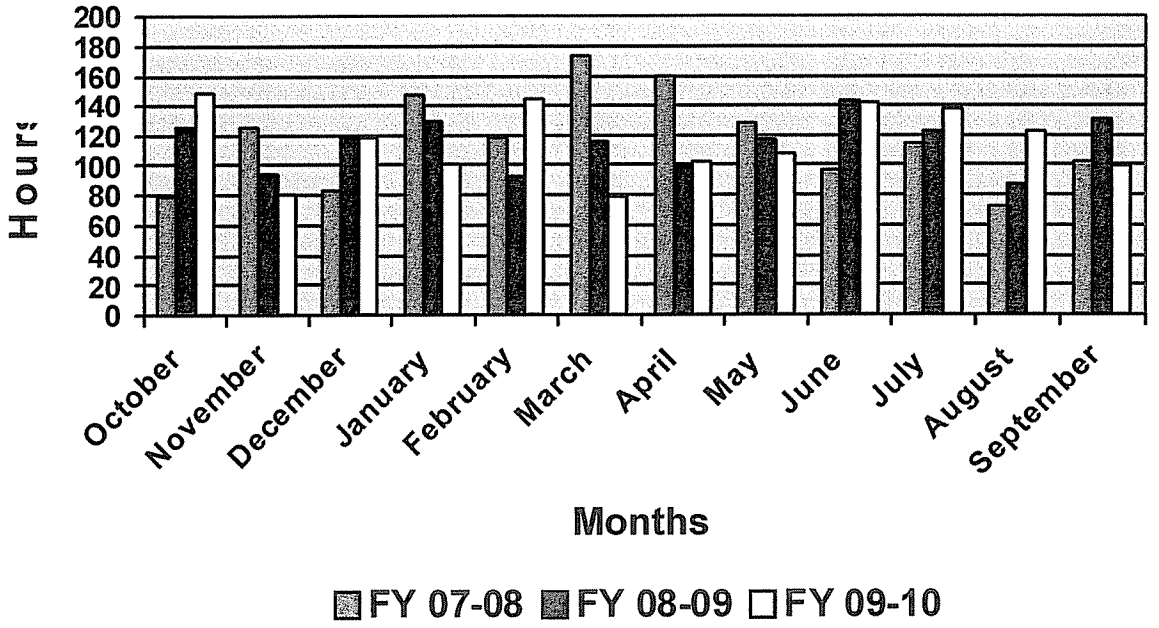


EXHIBIT 7– MONTHLY FEES THREE YEAR TREND

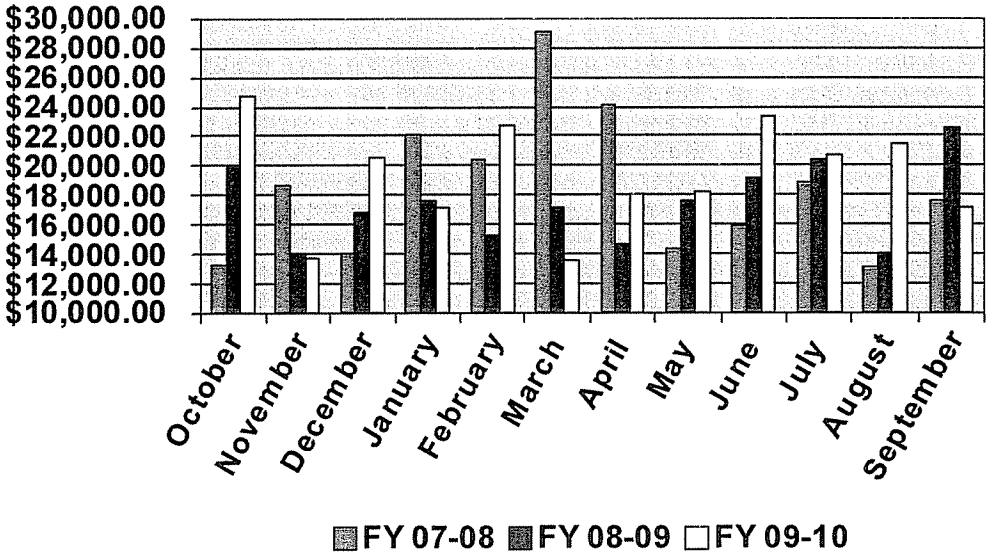


EXHIBIT 8– MONTHLY COSTS THREE YEAR TREND

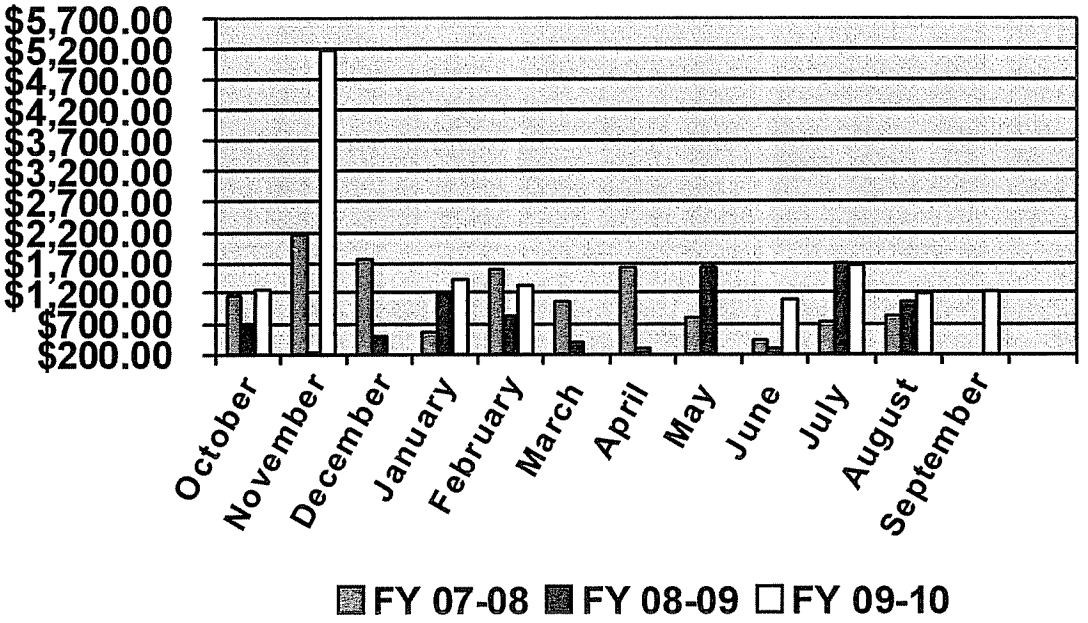


EXHIBIT 9 – TWO YEAR TREND HOURS BY CATEGORY

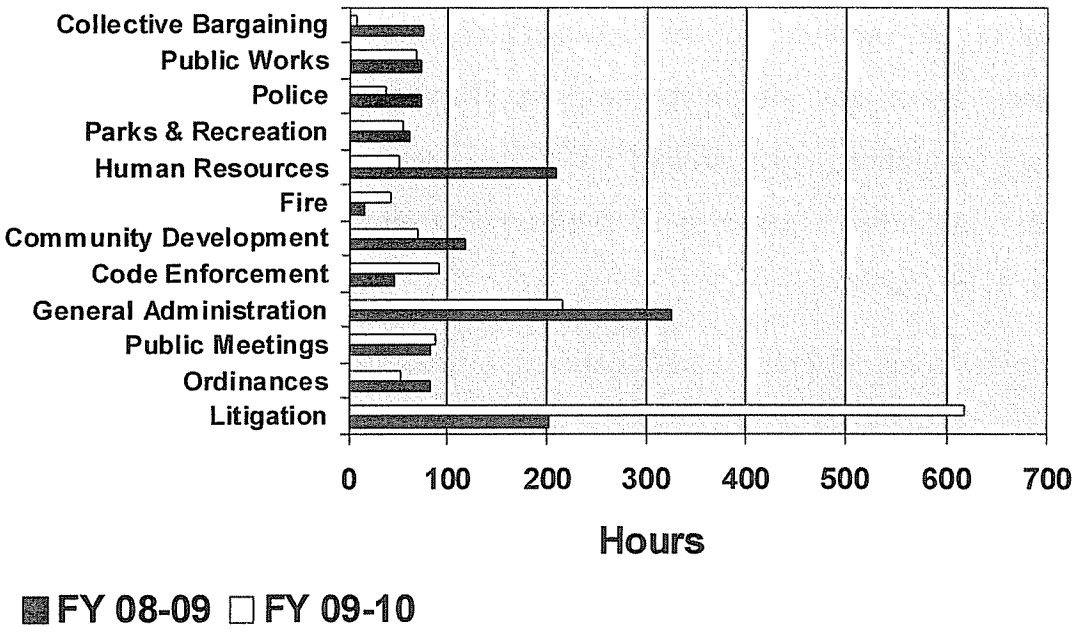


EXHIBIT 10 FIRM PROFILE

Founded in 1989, The Hogan Law Firm, LLC (the "Firm") is the largest law firm in Hernando County. The Firm has seven (7) attorneys available to the City, each concentrating in different legal disciplines. Our experienced team of attorneys practice in the areas of: Local Government Law; Land Use; Commercial/Civil Litigation; Labor and Employment Law, Business Law; Corporate Law; Estate Planning; Insurance; and Criminal Law. The Firm also employs experienced legal assistants and other support staff to provide optimal efficiency and cost-effective services to its clients.

A professional biography, summarizing qualifications, education and experience for each of the Firm's attorneys are found in Exhibit 12. The Firm maintains two (2) fully-staffed offices which are located in Hernando County. In addition to routine appearances, one of our attorneys is generally available and responsive to handle most emergency assignments in a timely manner.

The Firm is statutorily formed as a limited liability company. The Firm's managers are Thomas S. Hogan, Jr., Deborah F. Hogan, George G. Angeliadis, and Derrill L.McAteer. The Firm has no fee sharing arrangement with other law firms in connection with its representation of the City or any management service or fee referral arrangement with any law firm or attorney. The Firm does not anticipate that it will require any such arrangement to continue to properly perform the scope of legal services it does for the City. The Hogan Law Firm has a clear understanding that the role of City Attorney is not that of policy maker. It is our intent to serve as legal advisor to the City and not to attempt to interject ourselves into policy issues.

The Firm practices preventative law which is a long-term commitment to assisting its clients (the City) in the prevention of litigation through good business

practice. However, when litigation becomes unavoidable, our team of experienced litigators can aggressively and efficiently protect the City's interests.

Because we live and work here, we have a long-standing commitment to be an active part of the community. Members of the Firm are involved in numerous community organizations or activities, including the following:

Charitable

- Habitat for Humanity of Hernando County, Inc.
- Hernando County Sherriff's Office, Youth Education Services Program
- High Fives for Hope, Inc.
- United Way of Hernando County

Civic

- First Hernando Youth Soccer Club
- Hernando County Youth Court
- Rotary Club of Brooksville
- Spring Hill Kiwanis Club
- West Pasco Republican's Club
- Women's Advisory Council

Professional

- Business Networking International
- Citrus-Hernando Inns of Court
- Hernando County Bar Association
- Hernando County Builder's Association
- Hernando County Chamber of Commerce
- Hernando County Community Summit Business Development Committee
- Hillsborough County Bar Association
- Nature Coast Human Resources Society, Inc.
- Women's Bar of Citrus-Hernando

EXHIBIT 11 ORGANIZATIONAL CHART

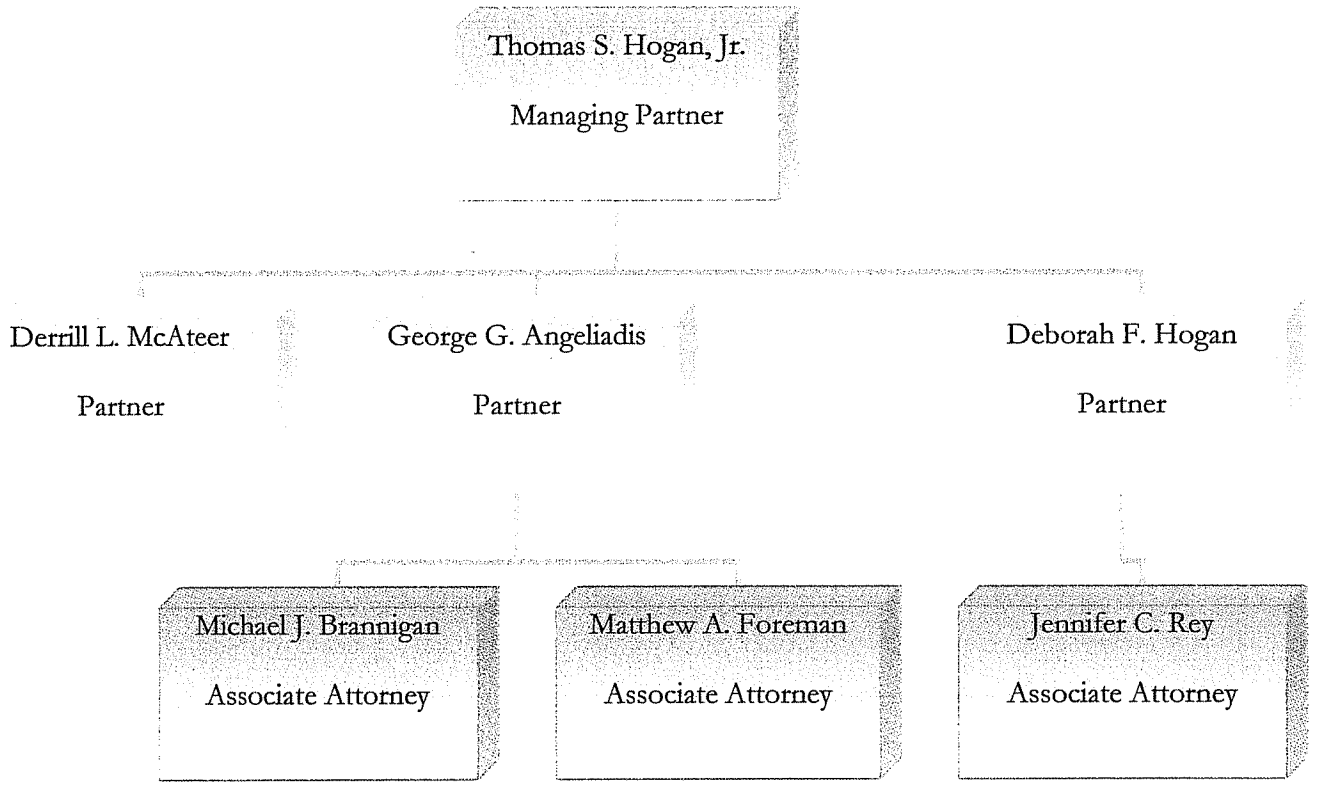
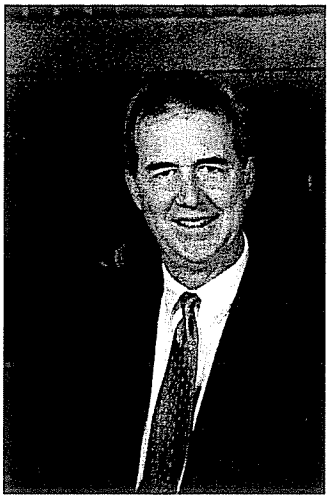


EXHIBIT 12 - ATTORNEY BIOGRAPHIES

Thomas S. Hogan, Jr., Esq.



Thomas S. Hogan, Jr. is a fifth generation resident of Hernando County. He graduated from the University of Florida with a Bachelor of Arts degree in political science in 1976 and Cumberland School of Law where he received a Juris Doctorate degree in 1981. Mr. Hogan was admitted to the Florida Bar in 1982. He was admitted to the Alabama Bar in 1981; the U.S. District Court for the Middle District of Florida in 1982; the United States Supreme Court in 1982 and the Military Court of Appeals in 1982. His experience includes: Assistant State Attorney of the Sixth Judicial Circuit, 1981-1984; Executive Assistant State Attorney of the Fifth Judicial Circuit, 1985-1989; Board of Trustees of Pasco-Hernando Community College, 1989-1993 (Chair 1993); Judicial Nominating Commission of the Fifth Judicial Circuit, 1990-1994, 1999-2001, 2002-2006; He was nominated by the Florida Congressional Delegation to be U.S. Attorney in 1988. Mr. Hogan has been awarded the Victim's Rights Award; was named an Honorary Lieutenant Colonel Aide de Camp in 1980; and has received numerous certificates of appreciation for commendable service during his career.

Mr. Hogan founded The Hogan Law Firm in 1989. It has become the largest full service law firm in Hernando County, with offices in Spring Hill and Brooksville. He currently practices law in the areas of general business law, civil litigation and government law. He represents the Hernando County Clerk of Court, the Florida Association of State Troopers, the Fraternal Order of Police, the City of Brooksville, the City of Port Richey, and Sumter County. He is the designated attorney serving as city attorney for the City of Brooksville. Mr. Hogan has represented business and litigation clients in Florida, Georgia, Louisiana, Texas, Arizona, Illinois, Alabama California and New York as well as in Thailand, Singapore and Indonesia. He has appeared with high-profile clients on such nationally televised news programs as Fox News and The Larry King Live show. Mr. Hogan is a member of the Hernando County Bar Association, the Florida Bar and the Alabama Bar. He is also Chairman of the Board for Cortez Community Bank.

George G. Angeliadis, Esq.

George G. Angeliadis graduated from the University of South Florida with a Bachelor of Science degree in Finance in 1991. Mr. Angeliadis attended South Texas College of Law in Houston, Texas, where he received a Juris Doctorate degree in 1995. He has been admitted to the Florida Bar in 1996, and has also been admitted to the United States District Court for the Middle District of Florida, and the United States Court of Appeals, 11th Circuit. Mr. Angeliadis' legal experience includes serving the citizens of Hernando County as an Assistant State Attorney in and for the Fifth Judicial Circuit of Florida, from 1996-2000. Currently Mr. Angeliadis is a partner with The Hogan Law Firm, and practices in the areas of Government Law, Civil Litigation, Criminal Defense, Construction Litigation, Foreclosures and Landlord–Tenant disputes.

Mr. Angeliadis has represented municipalities in grievance proceedings and litigation filed by disciplined employees, and he represents or has represented the Hernando County Clerk of Court, the City of Crystal River, the City of Brooksville, the City of Port Richey, Sumter County, The Hernando County Sheriff's Office, the Florida Association of State Troopers and the Fraternal Order of Police. Mr. Angeliadis also has land use law experience including variance requests and participation in quasi-judicial proceedings regarding amendments to comprehensive plans. Mr. Angeliadis was appointed by Governor Charlie Crist to be a commissioner on the Fifth Judicial Circuit Judicial Nominating Commission. He has been a member of the Hernando County Youth Court Program for many years, and was a charter member of the Citrus-Hernando Inns of Court. Mr. Angeliadis is also involved with the Hernando County Chamber of Commerce, the Hernando County Builder's Association, the Hernando County Bar Association, the Kiwanis Club, the First Hernando Youth Soccer Club (Commissioner), and has been a member of the Board of Directors of the Hernando County Sherriff's Office, Youth Education Services Program.

As a former prosecutor, Mr. Angeliadis believes that it is very important to address any legal matter, criminal or civil, as quickly as possible. George G. Angeliadis is located in the Hogan Law Firm's Spring Hill location. Please contact Mr. Angeliadis for an appointment to discuss your legal needs.

Michael J. Brannigan, Esq.

Michael J. Brannigan is a native Floridian. He graduated from the University of South Florida with a Bachelor of Arts degree in Philosophy in 1992. He graduated from South Texas College of Law in Houston, Texas with a Juris Doctorate Degree in 1995. Mr. Brannigan was admitted to the Florida Bar in 1996 and the U.S. District Court for the Middle District in 2001. His experience includes serving as Assistant State Attorney for the 6th Judicial Circuit in Pinellas County from 1995-2000.

As a prosecutor, Mr. Brannigan handled a wide variety of criminal prosecution matters ranging from traffic infractions and DUI's to serious felony crimes. As a sole practitioner, Mr. Brannigan represented clients in the areas of criminal defense, personal injury, civil litigation, and family law throughout Hernando, Pinellas and Hillsborough Counties. Mr. Brannigan joined The Hogan Law Firm in 2006. He serves as the designated attorney serving as city attorney for the City of Port Richey. He practices primarily in the areas of Government Law, Criminal Defense, Civil Litigation, and Family Law. He is also a member of Citrus Hernando Inns of Court , a member of the Hillsborough Bar Association and a member of the Hernando County Bar Association. Mr. Brannigan is also a member of the Hernando County Builders Association, Spring Hill Kiwanis Club and the West Pasco Republican's Club.

Matthew A. Foreman, Esq.

Matthew Foreman is a native Floridian raised in Spring Hill, Florida. He graduated from Stetson University in May 2005 with a Bachelor of Arts degree in Religious Studies and a minor in Family Business. Matthew received his Juris Doctor degree from Stetson University College of Law in 2008, where he was a recipient of the William F. Blews Pro Bono Service Award, and was admitted to the Florida Bar that same year. He is also admitted to practice before the U.S. District Court for the Middle District of Florida.

While at Stetson, Mr. Foreman was a research assistant to Professor Peter F. Lake in the Center for Excellence in Higher Education Law and Policy, annually served as an assistant at the National Conference on Law and Higher Education and was an intern to D. Scott Poley, Vice President of Legal Affairs and General Counsel for the entities that comprise Minor League Baseball. Mr. Foreman joined the Firm in 2009 and practices in the areas of civil litigation, family law, personal injury and local government law. He is involved in the Hernando County Youth Court program, is a member of the Citrus-Hernando Inns of Court, and serves on the Board of Directors of High Fives for Hope, Inc.

Deborah F. Hogan, Esq.

Deborah Hogan was born and raised in Florida. She graduated from Florida Southern College and received a B.S. in Accounting and Business Administration, Magna Cum Laude, in 1980. She graduated from the University of Florida College of Law and earned her Juris Doctorate degree, with honors, in 1983. Ms. Hogan was admitted to the Florida Bar in 1983. She was also admitted to the U.S. District Court, the Middle District of Florida and the United States Supreme Court in 1983. Her legal experience includes a transactional practice with a large Tampa law firm; serving as in-house counsel to an architect and civil engineering firm; and as corporate attorney with a private corporate/estate planning law firm. She has served as an adjunct professor at St. Petersburg Junior College and Pasco-Hernando Community College; and a Civil Law Mediator. Ms. Hogan has been one of the senior partners of The Hogan Law Firm since 1997.

As head of the corporate department which represents over 300 companies and their shareholders/members, Ms. Hogan assists clients with statutory compliance, general business transactions and labor, employment and human resource matters including disciplinary and termination processes; mediation; employee grievances; harassment; drug free work-place and drug testing. She has served as special counsel to a private non-profit school board and corporate counsel to Head Start Programs in five counties. She has represented non-private organizations, private schools, municipalities and employees in employment/labor law issues. Ms. Hogan has significant experience in conducting and defending EEOC actions; unemployment hearings; worker's compensation hearings, administrative proceedings under Chapter 120, and appeals. Ms. Hogan also oversees the Estate Planning/Probate department for the Firm and assists clients in asset protection, estate planning, real estate and general business transactions.

Derrill L. McAteer, Esq.

Derrill L. McAteer is a partner with the firm. A sixth generation Floridian, he was born and raised in Brooksville, Florida. Mr. McAteer graduated from Wake Forest University and received a Bachelor of Arts degree in Politics, cum laude, in 1999. He graduated from the University of Florida College of Law and received a Juris Doctorate degree, with honors, in 2002. Mr. McAteer was admitted to the Florida Bar in 2003 and the U.S. District Court for the Middle District in 2003.

His experience includes serving as a legal research assistant the University of Florida Agricultural Law Center. Mr. McAteer practiced civil litigation, land use law, and real estate transactional law with a large Tampa law firm from 2003 to 2006.

Mr. McAteer joined The Hogan Law Firm in 2006. He practices primarily in the areas of land use law, real estate law and civil litigation. He is currently the designated attorney serving as county attorney for Sumter County through the County's contract with the firm. He is Past President of the Hernando County Bar Association. Mr. McAteer is a member of the Board of Directors of the Hernando County Chamber of Commerce and a member of the Hernando County Community Summit Business Development Committee.

Jennifer C. Rey, Esq.

A Florida native, Ms. Rey has resided in Brooksville, Florida since 1986. She earned a Bachelor of Arts degree in Human Resources Administration, magna cum laude, from Saint Leo University in 1995 and a Master's of Business Administration in Business Economics and Public Policy from The George Washington University in Washington, D.C. in 1996. Ms. Rey earned her Juris Doctor in 2007 from Stetson University College of Law, and was admitted to the Florida Bar that same year. She is also admitted to practice before the U.S. District Court for the Middle District of Florida.

Ms. Rey is a Florida Supreme Court certified circuit court mediator and is trained in Residential Foreclosure Mediation. Ms. Rey holds a Senior Professional in Human Resources (SPHR) and a Global Professional in Human Resources (GPHR) certifications from the Human Resources Certification Institute. Ms. Rey has worked in human resources, economic development, local government, not-for-profit, and small business environments. She served as a Federal Litigation Intern with the U.S. Attorney's Office for the Middle District of Florida and she interned with the in-house counsel office for Tech Data Corporation.

She joined The Hogan Law Firm in January 2008, where she focuses on employment law, business litigation, business transactions and government law. Ms. Rey has litigated performance and payment bond, trade infringement, wage and hour, FMLA and various contract dispute matters for government and corporate clients. She has represented clients before the National Labor Relations Board (NLRB), Equal Employment Opportunity Commission (EEOC), Department of Labor (DOL), Public Employee Relations Commission (PERC), Florida Board of Education, and the Agency for Workforce Innovation Unemployment Division (AWI).

Ms. Rey is a member of the Florida Bar Association, the Hernando County Bar Association (HCBA), Citrus-Hernando Inns of Court and the Society for Human Resource Management (SHRM). She is a Board Member of the Rotary Club of Brooksville, President-elect of the Nature Coast Human Resources Society (NCHRS) where she has served on the Board since 2008, and is Treasurer for Habitat for Humanity of Hernando County, Inc. where she has been a Board Member since 2008. Ms. Rey also serves on the Board of Directors of the United Way of Hernando County, and is a member of the Women's Advisory Council.

Item 2

Special Event Fee Waivers

SPECIAL EVENTS BUDGET AMENDMENTS APPROVDED BY CITY COUNCIL FOR YEAR ENDING 9 30 11

Council Meeting approved Amendment	Budget Amendments Approved for Special Event Waivers offset by $7,000 City Council Event waivers	Police Overtime	Police Fuel	Fire Overtime	Streets Overtime	Streets Fuel	Total
12/6/2010	City Council Waiver Budget Amendments: Hernando High Homecoming 10 08 10:Brooksville Cycling Classic 10 16 10; and Veterans Appreciation Parade on 11 13 10	3,147.72	240.00	716.39	520.62	75.00	4,699.73
1/3/2011	City Council Waivers Budget Amendments for Christmas Parade 12 11 10	1,493.82	160.00				1,653.82
Totals		4,641.54	400.00	716.39	520.62	75.00	6,353.55

SPECIAL EVENT REVENUES WAIVED BY CITY COUNCIL FOR FY YEAR ENDING 9 30 11

Council Meeting approved	Date of Event (Journalize in Month)		JBCC Rental Income	Misc. Rev	Fees	Community Development	
3/15/2010	11/20/2010	Hernando County Intergroup of Alcoholics Anonymous	440.00				440.00
9/20/2010	10/16/2010	Brooksville Cycling Classic				100.00	100.00
3/7/2011	4/2/2011	Week of the Young Child--waiving fees at JBCC	465.00				465.00
3/7/2011	05/06/11 & 05/07/11	Relay for Life Campaign--use of City generator		150.00			150.00
4/4/2011	5/28/2011	Blazin' Butts-N-Brisket BBQ	275.00				275.00
Grand Total			1,180.00	150.00	0.00	100.00	1,430.00

Recap of Special Events Activity for Fiscal Year ending 9 30 11

2010/11 Original Budget	7,000.00
10/11 Budget amendments for Homecoming, Cycling Classic, Veterans Parade, and Christmas parade (see spreadsheet entitled SPECIAL EVENTS BUDGET AMENDMENTS APPROVED BY CITY COUNCIL ENDING 9 30 11)	-6,353.55
10/11 Budget remaining in City Council Special Events line item	646.45

10/11 Budget remaining in City Council Special Events line item (see above)	646.45
Special Events revenues waived by City Council (see above)	-1,430.00
Reimbursement from Kiwanis for Christmas Parade	1,000.00
Balance remaining on City council Special Event Expense line at 7 28 11	216.45

SPECIAL EVENTS WAIVED BY CITY COUNCIL FOR FY YEAR ENDING 9 30 10

Council Meeting approved	Date of Event (Journalize in Month)	Organization/Event	Police	Fire	Streets	JBCC Rental Income	Parks Misc. Rev	Tournament Fees	Total
6/1/2009	10/17/2009	Blazin' Butts-N-Brisket BBQ					475.00		475.00
6/1/2009	11/7/2009	Hernando County Intergroup				495.00			495.00
		Alcoholics Anonymous							
8/3/2009	11/14/2009	Veteran's Appreciation Parade	503.15						503.15
8/17/2009		Tangerine Time 2009 **(EVENT CANCELED)**				0.00			0.00
9/21/2009	10/30/2009	HHS Homecoming Events	807.78	243.52					1,051.30
10/5/2009		Hispanic Scholarship Civic & Cultural Foundation Inc. **(DATE CANCELED)**				0.00			0.00
11/2/2009	12/12/2009	Kiwanis Christmas Parade----$1000 paid by Kiwanis applied to PD	1,406.05	716.39	598.45				2,720.89
11/2/2009	11/14/2009	Humane Society - 2nd Annual Fur Fest					275.00		275.00
12/7/2009	3/27/2010	The Childhood Development Services, Inc. (Week of the Young Child)				480.00			480.00
12/7/2009	1/5/2010	Kids Central, Inc. (Resource Fair) **(DATE CANCELLED)**				0.00			0.00
3/15/2010	5/1/2010	2nd Annual Captain Scott Bierwiler Softball Tournament				50.00		375.00	425.00
4/5/2010	4/30/2010	Relay for Life waiver for use of City's trailer-mounted generator		150.00					150.00
Grand Total			2,716.98	1,109.91	598.45	1,025.00	750.00		6,575.34

Item 3

Square Footage Costs for Building Division

MEMORANDUM

TO: T. Jennene Norman-Vacha, City Manager

FROM: Bill Geiger, Community Development Director BG

SUBJECT: Building Division Office Space – Indirect Cost

DATE: July 28, 2011

This memorandum is in follow-up to the July 26, 2011 City Council Budget Workshop meeting concerning the request from Council Member Bernardini to provide indirect cost information for providing office space for the Building Division.

The Building Division occupies two offices which total approximately 283 square feet of area. This represents less than 1% (.0094) of the total area for the 3-story city hall building. The calculated indirect monthly cost for this amount of space is provided in the following table:

MONTHLY ELECTRICAL (based on billing average over a 3-month period for the building only)	**MONTHLY WATER, SEWER & SANITATION** (based on billing average over a 3-month period)	**TOTAL AVERAGE MONTHLY UTILITY COSTS FOR 201 HOWELL AVENUE**	**BUILDING DIVISION COST PERCENTAGE TOTAL @ .94%**
$2,385.82	$314.72	$2,700.54	$25.39

Based on the information provided in the table above, the estimated annual indirect cost to the city for providing the building division office space is $304.68.

Please let me know if you need any additional information in this regard.

Pc: Steve Baumgartner, Finance Director
file

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Item 4

Fire Department Shift Staffing

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: TIMOTHY MOSSGROVE, FIRE CHIEF

SUBJECT: SHIFT STAFFING EFFICIENCIES

DATE: AUGUST 12, 2011

Background and Significance

On July 26, 2011, Brooksville City Council at their budget workshop discussing the general fund, asked staff to provide information while on manning/staffing of shifts for the Brooksville Fire Department. The reasoning/request for this was to look closely at how the fire department is staffed and that personnel are allocated using the most cost efficient and productive manner to provide the highest level of fire protection/service to the city.

The Brooksville Fire Department, Station 61, located at 85 Veterans Avenue operates from one station that is shared / co-located with Hernando County Fire Rescue, Station 24, since August 2010. Hernando County operates their shifts on the same work schedule as our department which is a 24 / 48 hour schedule.

Current staffing of the Brooksville Fire Department consists of twenty-five (25) members that include a Fire Chief and Administrative Assistant III. The Fire Chief works a 40 hour week and is available after hours to respond, if needed, to emergencies. The department has three (3) shifts that work a 24/48 schedule which is considered a three (3) platoon system. Two shifts have five personnel and one shift has six personnel. Included as part of staffing are seven reserve firefighters. The reserves allocation in the budget accounts for one (1) full time equivalent (FTE).

As requested by Council we have researched and provided answers to the following questions:

1) What staffing practices/models are used in career fire departments?
2) How many fire departments in Florida use a staffing practice other than 24/48 hours.
3) Is the current staffing practice (24/48) used at Brooksville Fire Department the most cost effective and productive?

Results

1) What staffing pract ices / models are used in career fire departments?

Of the staffing models used to deploy firefighters for fire protection for a prescribed area/ boundary or need is based on the service level demands for that area. Research found that fire departments delivering a continuous level of fire protection for an area on a 24 hour basis look at different factors to determine what staffing model to use. The models commonly used are 24/48, 24/24 or a 10/14, 12/12. As with any type of 24 hour continuous coverage the Fair Labor Standards Act (FLSA) may impact the hours worked depending on how many shifts / platoons are used.

24 /48 Hour Shift-

The 24/48 hour shift uses a three (3) platoon/shift system where the shift works one day (24 hours) and off two days (48 hours). Research conducted in 1997 found that more than 92 percent of departments use a 24 hours shift schedule (Hill 1997).

10 / 14 or 12 / 12 Hour Shift-

The 10-hour day 14-hour night/schedule uses a four (4) platoon/shift system and does have relevance from departments that experience a high call volume throughout an entire 24 hour period however; the majority of those departments that are using a 10/14 or 12/12 model was because they provided EMS transport service and the increase in stress and fatigue on the firefighter. In further research there was some opinion that a 10/14 shift would reduce sick leave and overtime (Rule 1997). Mims (1999) also supports that model along with reducing overtime and leave usage that productivity and safety would also increase. The problem with the quantification of this finding is there has not been extensive research that supports these statements only by surveys to departments. What is recognized here is it may reduce overtime and sick leave usage but it shows the need to increase the staffing by adding an additional shift. The reply back from departments asked about a split shift of 10/14 or 12/12 is, while productivity during the day remains in line with a 24 hour shift, productivity on the evening shift does not stay at the same level after 8 to 10 pm. A reason found for the reduced productivity is that at nighttime most businesses are closed; therefore, pre plans or inspections cannot be done. Other activities are also restricted such as hydrant flowing in residential areas due to noise levels.

2) How many fire departments in Florida use a staffing practice other than 24/48 hours.

Chief Mossgrove contacted the Florida Fire Chief's Association (FFCA) requesting an informational e-mail be distributed to the members of the FFCA asking for any department who is using a staffing practice other than a 24/48 shift schedule or proposing to move away from a 24/48 staffing model and implement a 10/14 or 12/12 shift. All of the responses to date have found no fire department in Florida working personnel less than a 24 hour shift of some type.

This request also went to the International Association of Fire Chief's with the same response that most departments use a 24 hour shift staffing model and the departments using a 10/14, 12/12 have a fourth shift to accommodate that schedule.

The Florida League was also contacted to request any information on departments using various staffing models for fire departments other than a 24 hour shift. There were two responses received back which no information was available.

3) Is the current staffing practice (24/48) used at Brooksville Fire Department the most cost effective and productive?

After researching other staffing level models used in the fire service that deliver the same level of service as the Brooksville Fire Department does, is best served with a three (3) platoon / shift staffing. Under this staffing model we comply/follow with the Fair Labor Standards Act. As outlined in the FLSA standard an employer must adopt a schedule of the number of hours a firefighter can work in any given period. The City has used the 28-day work cycle since Garcia – vs- San Antonio MTA, et. al, 1985. Using the thresholds for the 28-day cycle, a firefighter can work up to 212 hours in that cycle. They currently work 216 hours which means they are compensated for 4 hours at time and one half. It should be noted they are only compensated the 4 hours if no leave is used in the 28 day work cycle. Any change in the shift schedule must still meet the provisions of the Fair Labor Standards Act.

Staff has analyzed FLSA compensation in the department of the eligible employees (16) and found if all of those employees worked throughout the fiscal year and did not take any leave, it would cost $18,800 in FLSA compensation. Since the installation of software to track payroll and budget costs, staff has been able to show in fiscal year 2009/2010 we spent $11,835. Additionally, in fiscal year 2010/2011 we project our expenditures for FLSA will be $10,100.

Working a 24 hour shift as it relates to productivity and call volume does fluctuate over an entire 24 hour period depending on the call volume. Shifts begin at 0800 hours with a roll call and equipment checks that typically are done by 1000 hours. Any planned, pending or continued projects are discussed / assigned after equipment checks and, continue until around noon when a meal break is taken. In the afternoon crews will make progress or finish the project that was assigned to them and complete their two (2) hours of required training per NFPA standards. The evening meal break is taken around 1700 hours. Evening hours are typically used on continuing educational studies and finishing any projects, report writing etc. that was not completed during the previous hours while responding to emergency calls. Attached for your review and chart below is fiscal year 2009/2010 call load that is broken down by hour of the day.

Hours of the Day	Number of Calls	Percent
2400-0800	448	(18.5%)
0800-1600	1096	(45.1%)
1600-2400	889	(36.6%)

Discussion

Regulations
When discussing any of the staffing models used you have to take into account all of the following applicable laws, rules and consensus standards related to the minimum of four (4) personnel needed to meet the *"Two In / Two Out Rule"*. These regulations impact when there is a response where a firefighter may be subjected to an immediate danger to life and health atmosphere (IDLH).

- Florida Statue 633.821
- Florida Administrative Code 69A-62.003
- The Florida Firefighter Occupational Safety and Health Act (FFOSHA) enacted in 2002
- CFR Part 1910.134 (g)(3) (g)(4)
- Departmental Emergency Operations Plans (EOP)

Fire Industry Standards / Efficiencies
Fire suppression operations have three basic functions: rescue, work involving forcible entry, and ventilation; and the application of water. In order to assemble an effective firefighting force to simultaneously perform these functions there is a need to have at least 4 at a minimum to execute / start operations under the supervision of a fire officer (Compton 2002).

Research has found that fire crews studied while operating at an active fire scene at various staffing levels can create different levels of effectiveness and efficiencies and is outlined in the following chart.

5 person company 100% effective	4 person company 65% effective	3 person company 38% effective

It should be noted that when you reduce the number of personnel responding it has the risk potential of increasing injury to the public or responding personnel.

Staff Recommendation:

Staff is available to answer / provide any additional information if desired.

Reference List

Hill, D. W. (1997). Call Volume and Shift Scheduling Options for Sioux Falls Fire Rescue. (Strategic Management of Change Research Paper). Emmitsburg, MD: National Fire Academy.

Compton, D. & Granito, J. (2002) Managing Fire Services 2nd Ed.

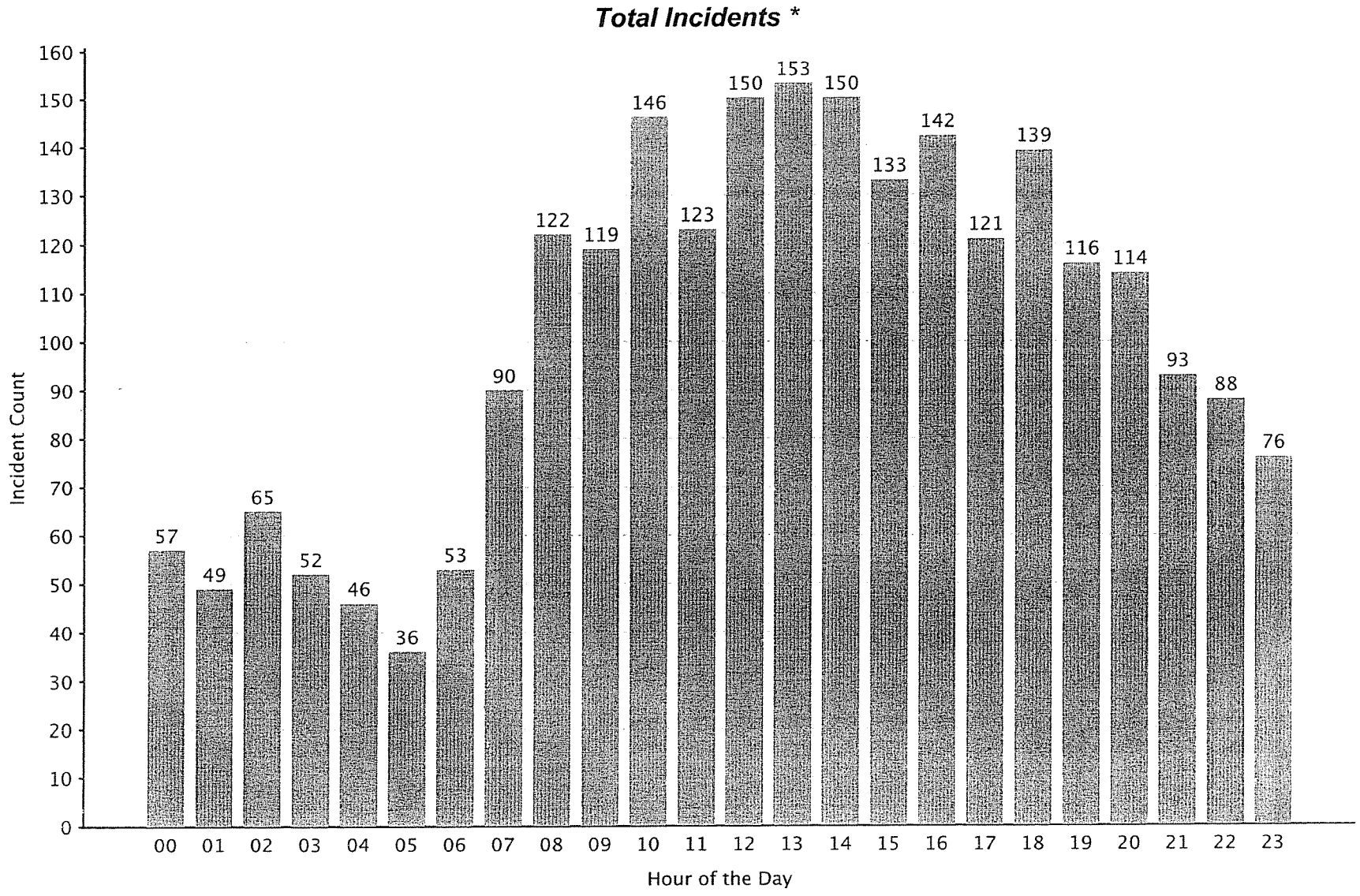
Mims, L. (1999). Overtime Cost Reduction with Alternative Work Schedules. (Executive Leadership Research Paper). Emmitsburg, MD: National Fire Academy.

Rule, C. (1997, March). An Alternative to the 24-hour duty day. American Fire Journal, 46-47.

Incident By Time Series: Hour of the Day

Report Period: From 10/01/2009 to 09/30/2010

Incident Total: 2,433



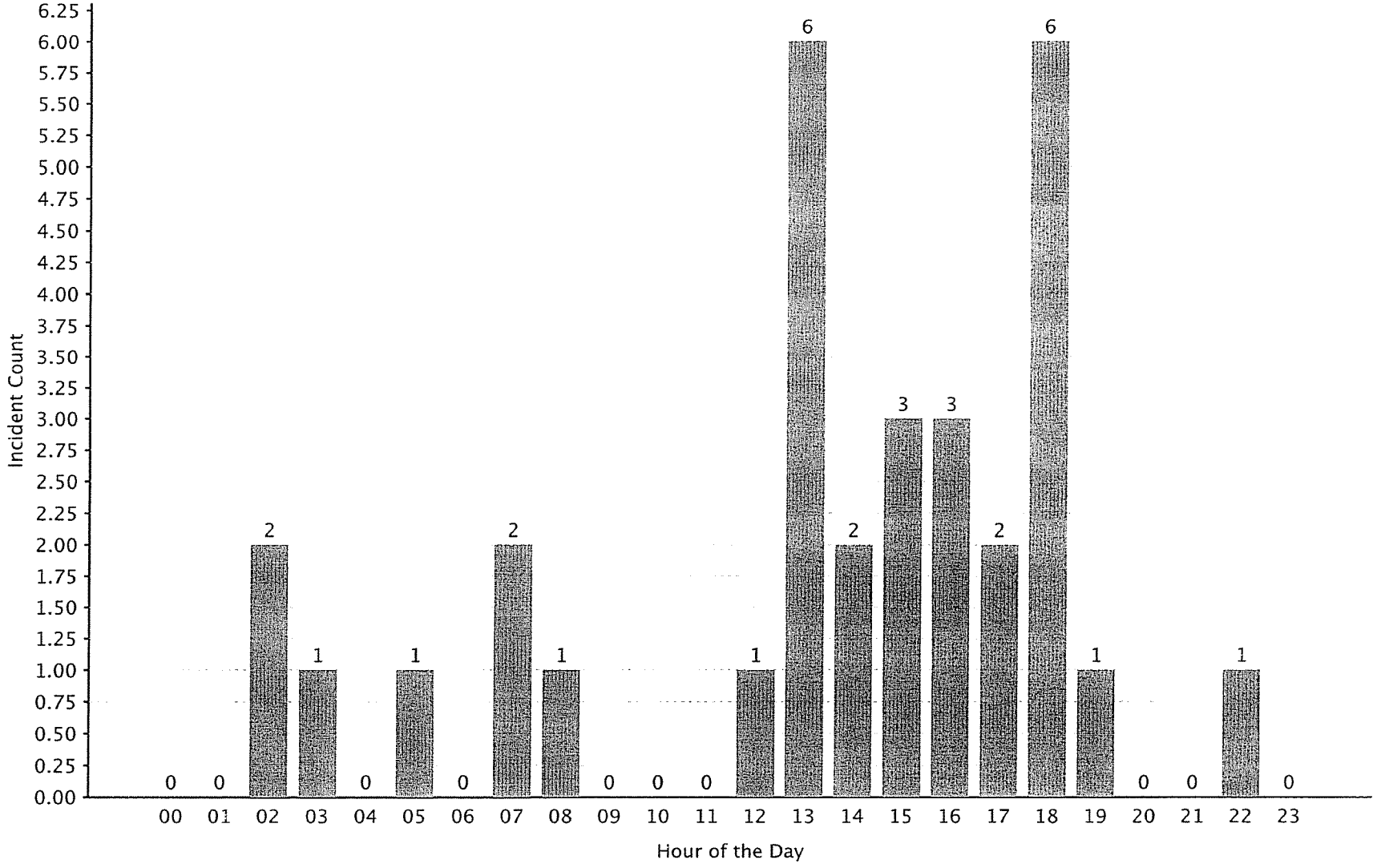
* - No Activity Incidents Excluded.

Incident By Time Series: Hour of the Day

Report Period: From 10/01/2009 to 09/30/2010

Incident Total: 32

Fire Incidents

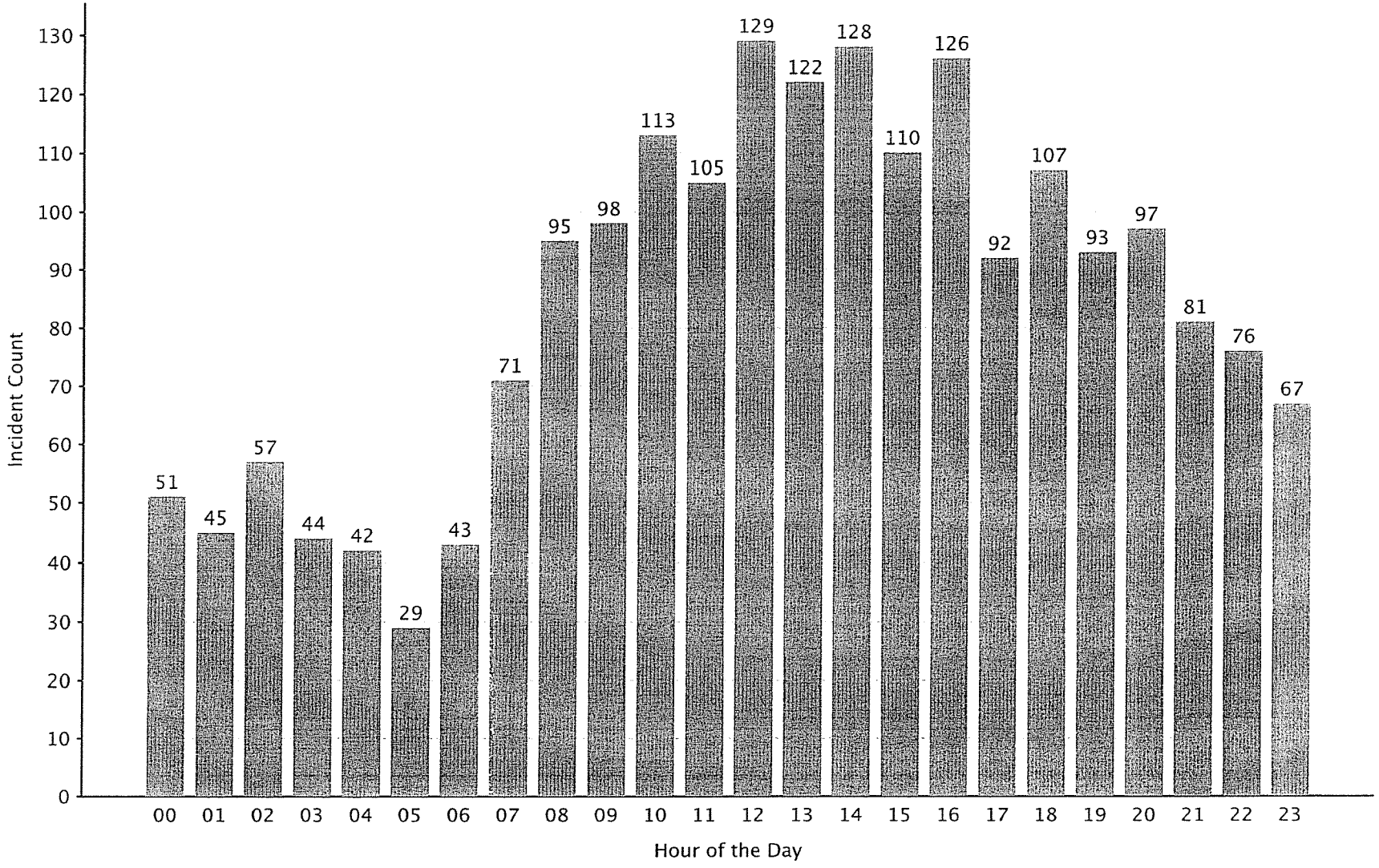


Incident By Time Series: Hour of the Day

Report Period: From 10/01/2009 to 09/30/2010

Incident Total: 2,021

EMS Incidents

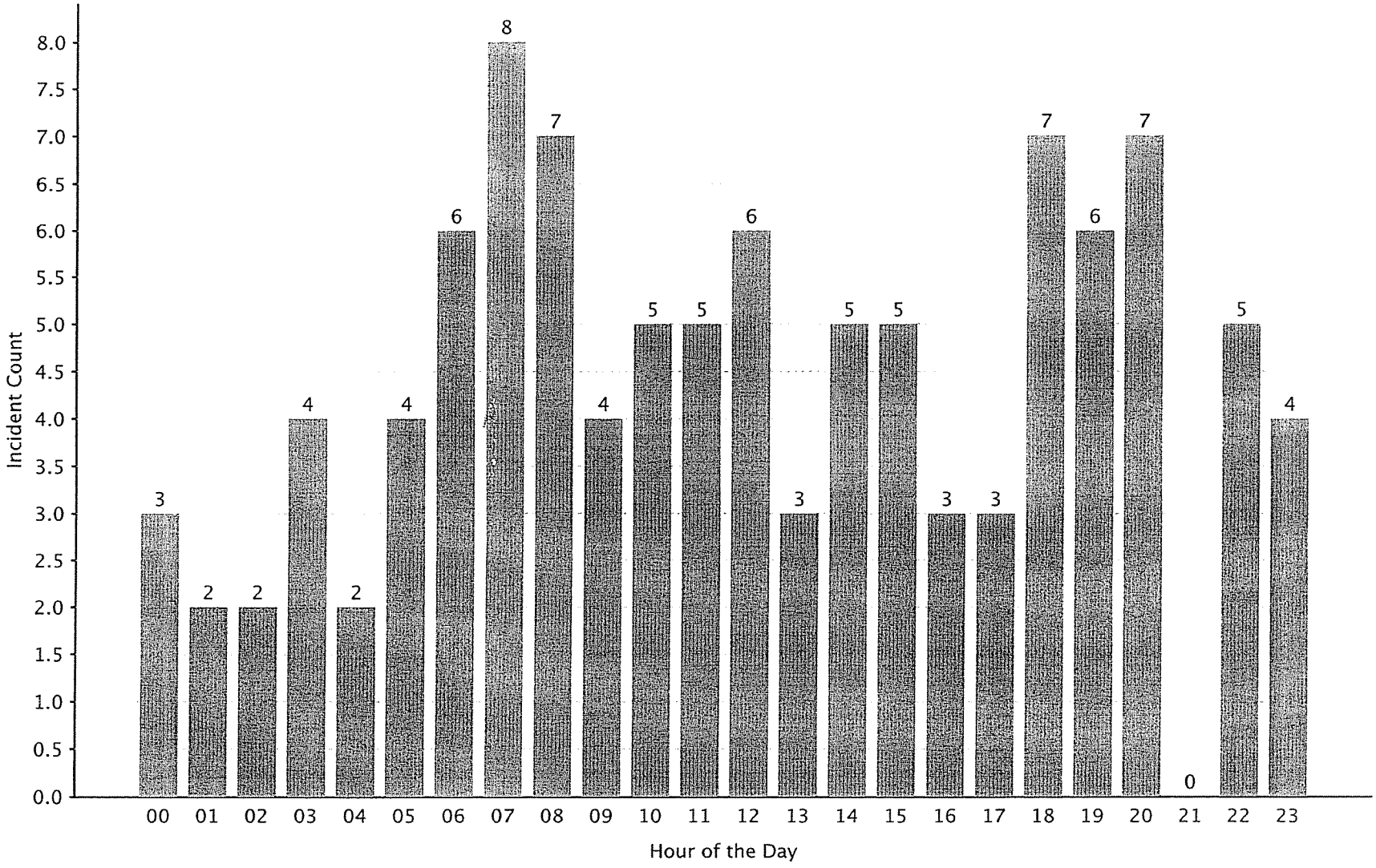


Incident By Time Series: Hour of the Day

Report Period: From 10/01/2009 to 09/30/2010

Incident Total: 106

False Call Incidents

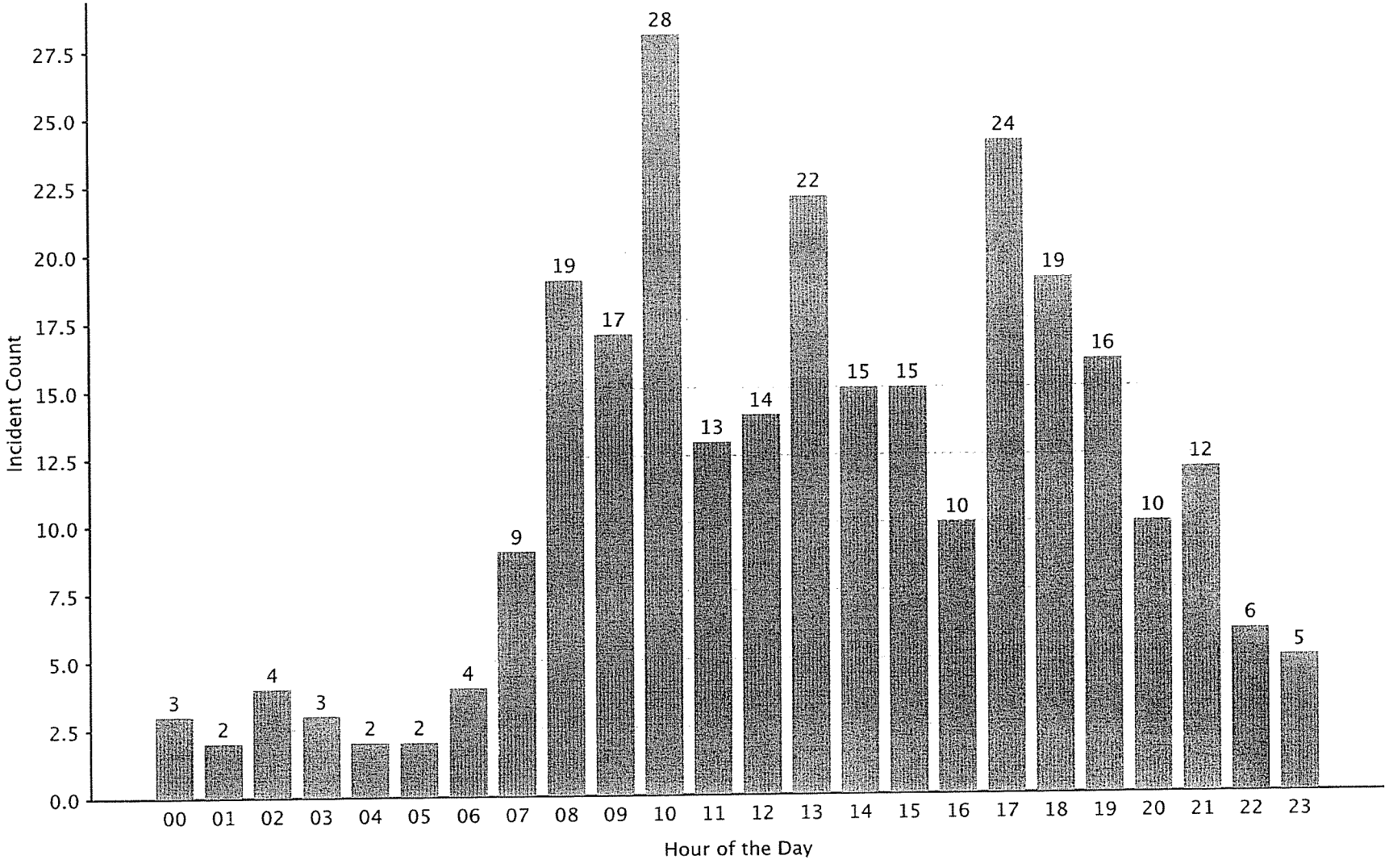


Incident By Time Series: Hour of the Day

Report Period: From 10/01/2009 to 09/30/2010

Incident Total: 274

All Other Incidents



Item 5

Retirement/Pension Plans

City-wide Pension Costs Over last 5 years in All City Department excluding the Police and Fire Departments

	05/06	06/07	07/08	08/09	09/10	10/11 Budgeted
Pension Expenses	250,763	302,720	281,562	270,704	266,298	298,307
Payroll	2,836,910	2,977,898	2,669,589	2,585,779	2,494,296	2,636,954
% of salaries	8.84%	10.17%	10.55%	10.47%	10.68%	11.31%

- This is City wide excluding the Police and Fire Departments. All retirements benefits in this slide are FRS.

City-wide Pension Costs Over last 5 years for the Police Department

	05/06	06/07	07/08	08/09	09/10	10/11 Budgeted
Pension Expenses	56,392	65,891	70,668	57,476	60,627	55,497
Payroll	1.046,745	1,320,597	1,155,928	1,135,799	1,261,663	1,384,881
% of salaries	.05%	.05%	.06%	.05%	.05%	.04%

• The City is paying FRS retirement costs on two Police Officers who were grandfathered in with FRS. The remainder of FRS expenses are the support staff who are not uniform officers. At this time the City does not pay into the Police Pension Chapter Plan. The Police Officers contribute 1%. Due to these factors, the reader can see the pension expenses in the Police Department are very low i.e. at this time the City pays zero to the Police Pension Plan.

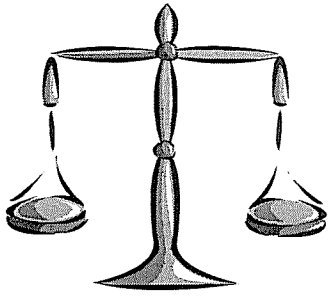
Firefighters' Pension Expenses over 5 Years

	05/06	06/07	07/08	08/09	09/10	10/11 Budgeted
Pension Expenses	123,063	136,204	165,610	187,821	196,222	215,065
Payroll	767,375	769,279	802,106	812,652	798,028	836,426
% of salaries	16.03%	17.71%	20.65%	23.11%	24.59%	25.71%

All firefighters are in the Firefighters' Pension Fund. This slide excludes one Fire staff employee who is not in the Fire Pension Chapter Plan, but who is in FRS.

City Attorney's discussion on Pension issues

- Jennifer Rey, Esquire



City of Brooksville History of FRS & Firefighter Pension paid by The City

FRS	Effective date of rate 7/01/2006	Effective date of rate 7/01/2007	Effective date of rate 7/01/2008	Effective date of rate 7/01/2009	Effective date of rate 7/01/2010	Effective date of rate 7/01/2011	Budgeted Rate 2011/2012	Effective date of rate 7/01/2012
Special Risk	19.75%	19.75%	20.92%	20.92%	23.25%	14.10%	15.4650%	19.56%
Regular	8.69%	8.69%	9.85%	9.85%	10.77%	4.91%	5.3275%	6.58%
Senior Management	11.96%	11.96%	13.12%	13.12%	14.57%	6.27%	8.8175%	16.46%
City Officials	15.37%	15.37%	16.53%	16.53%	18.64%	11.14%	16.4700%	32.46%
Drop	9.11%	9.11%	10.91%	10.91%	12.25%	4.42%	6.0100%	10.78%
Total FRS								
Fire pension	Effective rate for 05/06	Effective rate for 06/07	Effective rate for 07/08	Effective rate for 08/09	Effective rate for 09/10	Effective rate for10/11	Budgeted Rate 2011/2012	Effective date of rate 10/01/2012
Fire pension	5.00%	20.80%	23.80%	23.30%	25.00%	28.51%	31.21%	Unknown

Item 6

Shared Staff Summary Information

Position Change in the 11/12 Budget from the 10/11 Budget and dollar impact.

	Finance				Streets				Sanitation				Utilities				Fleet				Total			
Position	10/11 FTE	10/11 Wages	11/12 FTE's	11/12 Wages	10/11 FTE	10/11 Wages	11/12 FTE's	11/12 Wages	10/11 FTE	10/11 Wages	11/12 FTE's	11/12 Wages	10/11 FTE	10/11 Wages	11/12 FTE's	11/12 Wages	10/11 FTE	10/11 Wages	11/12 FTE's	11/12 Wages	10/11 FTE	10/11 Wages	11/12 FTE's	11/12 Wages
Utility Billing Sup.	0.4	$17,406	0.25	$10,879	0	$0	0	$0	0.15	$6,527	0.15	$6,527	0.45	$19,581	0.6	$26,108	0	$0	0	$0	1	$43,514	1	$43,514
ADMSPIII	0.25	$6,469	0	$0	0	$0	0	$0	0.1875	$4,852	0.2575	$6,663	0.5625	$14,555	0.7425	$19,212	0	$0	0	$0	1	$25,876	1	$25,875
ADMSPIII	0.25	$6,667	0	$0	0	$0	0	$0	0.1875	$5,000	0.2575	$6,866	0.5625	$15,000	0.7425	$19,800	0	$0	0	$0	1	$26,667	1	$26,666
ADMSPIII	1	$23,483	0.75	$17,612	0	$0	0	$0	0	$0	0.1	$2,348	0	$0	0.15	$3,523	0	$0	0	$0	1	$23,483	1	$23,483
DPWDIR	0	$0	0	$0	0.5	$30,004	0.25	$15,002	0.1667	$10,003	0.25	$15,002	0.3334	$20,007	0.5	$30,004	0	$0	0	$0	1.0001	$60,014	1	$60,008
AdMASIII	0	$0	0	$0	1	$32,552	0.25	$8,138	0	$0	0.15	$4,883	0	$0	0.6	$19,532	0	$0	0	$0	1	$32,552	1	$32,553
FINTECH	0	$0	0	$0	1	$29,328	0.25	$7,332	0		0.27	$7,919	0	$0	0.48	$14,077	0	$0	0	$0	1	$29,328	1	$29,328
CONSTPROMGR	0	$0	0	$0	0	$0	0	$0	0	$0	0.1	$4,000	1	$39,998	0.9	$35,998	0	$0	0	$0	1	$39,998	1	$39,998
PROCOORD	0	$0	0	$0	0	$0	0	$0	0	$0	0.1	$2,692	1	$26,915	0.9	$24,223	0	$0	0	$0	1	$26,915	1	$26,915
WARESP	0	$0	0	$0	0	$0	0	$0	0	$0	0.1	$2,739	1	$27,394	0.9	$24,655	0	$0	0	$0	1	$27,394	1	$27,394
ADMSPIII	0	$0	0	$0	0	$0	0	$0	0	$0	0.3	$7,163	1	$23,878	0.7	$16,715	0	$0	0	$0	1	$23,878	1	$23,878
MECH	0	$0	0	$0	0	$0	0	$0	0	$0	0.5	$15,069	0	$0	0	$0	1	$30,139	0.5	$15,070	1	$30,139	1	$30,139
	1.9	**$54,025**	**1**	**$28,491**	**2.5**	**$91,884**	**0.75**	**$30,472**	**0.6917**	**$26,382**	**2.535**	**$81,871**	**5.9084**	**$187,328**	**7.215**	**$233,847**	**1**	**$30,139**	**0.5**	**$15,070**	**12.0001**	**$389,758**	**12**	**$389,751**

Item 7

Utility Services Enterprise Funds

MEMORANDUM

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

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

FROM: **Stephen J Baumgartner, Finance Director**

SUBJECT: **Enterprise Funds**

DATE: **August 11, 2011**

In the Budget Workshop of 8/02/11 Vice Mayor Johnston asked if Enterprise Funds could be included in General Funds (Governmental Funds) for accounting, budgeting, etc.

The Governmental Accounting, Auditing and Financial Report book by Stephen J. Gauthier referred to as the" Blue Book" is our reference for this memorandum.

On page 156 of the "Blue Book", it states:

"GAAP (General Accepted Accounting Principles) *requires that the primary government's governmental activities be reported separately from its business-type activities. In general, governmental activities include activities reported in the governmental fund financial statements, and business-type activities include activities reported as enterprise funds in the proprietary fund financial statements."*

On page 21 and 22 of the "Blue Book, it states:

"An enterprise fund may be used to report any activity for which a fee is charged to external users for goods or services. GAAP also require the use of an enterprise fund for any activity whose principal external revenue sources meet any of the following criteria."

- *"Debt backed solely by fees and charges."*
- *"Legal requirement to recover costs."*
- *"Policy decision to recover cost."*

Our Water and Wastewater Fund has debt backed by fees and charges and therefore it would be required to be reported as an enterprise fund per GAAP.

Item 8

Impact Fees Status

City of Brooksville
Impact Fee Schedule-Road

A	B	C	D	E	F	G
	Deadline	*Revenues*	Deadline			
Year:	*Due*	110-Road	*Year:*	*Due to spend*	*Spent*	*Available*
1990	1996	100,982				
1991	1997	64,197				
1992	1998	18,617				
1993	1999	31,343				
1994	2000	58,069				
1995	2001	153,622				
1996	2002	31,915	1996	100,982	(2,619)	
1997	2003	24,921	1997	64,197	(436,850)	
1998	2004	46,981	1998	18,617	(54,192)	
1999	2005	14,187	1999	31,343		
2000	2006	21,023	2000	58,069		
2001	2007	7,614	2001	153,622		
2002	2008	463,444	2002	31,915		
2003	2009	34,243	2003	24,921		
2004	2010	59,583	2004	46,981		
2005	2011	528,327	2005	14,187		
2006	2012	169,027	2006	21,023		
2007	2013	251,268	2007	7,614		
2008	2014	351,496	2008	463,444	(126,345)	
2009	2015	59,310	2009	34,243		
2010	2016	40,280	2010	59,583		
		2,530,449		1,130,741	(620,006)	$ 510,735

C-F= NET FUND BALANCE 1,910,443

Note: Columns information:

A=When the City collected the money
B=Schedule is set for 6 years (actual time allowed is 7 years)
C= Amount of revenues received
D= Same as Column B, the last year to spend the money
E= Amount of revenues due to spend
F= Amount spent during the deadline year
G= The difference between E & F represents the amount available to spend to meet the Ordinance requirements
(C)Revenues -(F)Spent = Net Fund Balance

City of Brooksville

Impact Fee Schedule-Law Enforcement

A	B	C	D	E	F	G
	Deadline	*Revenues*	Deadline			
Year:	*Due*	112-Law Enforcement	*Year:*	*Due to spend*	*Spent*	*Available*
1990	1996	10,130				
1991	1997	(6,165)				
1992	1998	1,293				
1993	1999	2,363				
1994	2000	5,489				
1995	2001	13,251				
1996	2002	1,946	1996	10,130	(4,906)	
1997	2003	2,723	1997	(6,165)	(1,445)	
1998	2004	4,395	1998	1,293	(22,665)	
1999	2005	1,208	1999	2,363	(1,699)	
2000	2006	1,787	2000	5,489		
2001	**2007**	2,074	2001	13,251		
2002	2008	36,464	2002	1,946		
2003	2009	2,436	2003	2,723	(15,604)	
2004	2010	4,359	2004	4,395	(9,324)	
2005	2011	36,267	2005	1,208		
2006	2012	18,232	2006	1,787	(38,474)	
2007	2013	12,431	2007	2,074	(42,835)	
2008	2014	19,538	**2008**	36464	(14,626)	
2009	2015	709	**2009**	2436		
2010	2016	1413	**2010**	4359		
		172,343		83,753	(151,578)	$ (67,825)

C-F= NET FUND BALANCE 20,765

Note: Columns information:

A=When the City collected the money
B=Schedule is set for 6 years (actual time allowed is 7 years)
C= Amount of revenues received
D= Same as Column B, the last year to spend the money
E= Amount of revenues due to spend
F= Amount spent during the deadline year
G= The difference between E & F represents the amount available to spend to meet the Ordinance requirements
(C)Revenues -(F)Spent = Net Fund Balance

City of Brooksville

Impact Fee Schedule-Public Building

A	B	C	D	E	F	G
	Deadline	Revenues	Deadline			
Year:	Due	113-Public Bldg	Year:	Due to spend	Spent	Available
1990	1996	10,010				
1991	1997	7,173				
1992	1998	1,892				
1993	1999	2,830				
1994	2000	6,381				
1995	2001	14,094				
1996	2002	3,039	1996	10,010	(9)	
1997	2003	4,273	1997	7,173		
1998	2004	6,796	1998	1,892		
1999	2005	2,877	1999	2,830	(62,022)	
2000	2006	1,838	2000	6,381		
2001	2007	2,290	2001	14,094		
2002	2008	51,198	2002	3,039		
2003	2009	3,320	2003	4,273		
2004	2010	6,454	2004	6,796		
2005	2011	53,815	2005	2,877		
2006	2012	50,064	2006	1,838		
2007	2013	43,022	2007	2,290		
2008	2014	39,632	2008	51,198		
2009	2015	2,495	2009	3320		
2010	2016	7,000	2010	6454		
		320,493		124,465	(62,031)	$ 62,434

C-F= NET FUND BALANCE 258,462

Note: Columns information:

A=When the City collected the money
B=Schedule is set for 6 years (actual time allowed is 7 years)
C= Amount of revenues received
D= Same as Column B, the last year to spend the money
E= Amount of revenues due to spend
F= Amount spent during the deadline year
G= The difference between E & F represents the amount available to spend to meet the Ordinance requirements
(C)Revenues -(F)Spent = Net Fund Balance

City of Brooksville

Impact Fee Schedule-Fire

A	B	C	D	E	F	G
	Deadline	*Revenues*	Deadline			
Year:	*Due*	114-Fire	*Year:*	*Due to spend*	*Spent*	*Available*
1990	1996	7,633				
1991	1997	(2,908)				
1992	1998	2,025				
1993	1999	1,990				
1994	2000	4,642				
1995	2001	3,157				
1996	2002	1,977	1996	7,633	(4,906)	
1997	2003	4,026	1997	(2,908)	(113)	
1998	2004	5,621	1998	2,025	(2,115)	
1999	2005	2,749	1999	1,990	(18,330)	
2000	2006	3,346	2000	4,642		
2001	**2007**	6,024	2001	3,157		
2002	2008	37,223	2002	1,977		
2003	2009	1,721	2003	4,026	(48,094)	
2004	2010	2,340	2004	5,621	(5,800)	
2005	2011	27,838	2005	2,749		
2006	2012	25,098	2006	3,346		
2007	2013	21,768	**2007**	6,024		
2008	2014	12,473	2008	37,223		
2009	2015	1385	2009	1721		
2010	2016	3666	2010	2340	-7,222	
		173,794		81,566	(86,580)	$ **(5,014)**

C-F= NET FUND BALANCE **87,214**

Note: Columns information:

A=When the City collected the money
B=Schedule is set for 6 years (actual time allowed is 7 years)
C= Amount of revenues received
D= Same as Column B, the last year to spend the money
E= Amount of revenues due to spend
F= Amount spent during the deadline year
G= The difference between E & F represents the amount available to spend to meet the Ordinance requirements
(C)Revenues -(F)Spent = Net Fund Balance

City of Brooksville
Impact Fee Schedule-Parks

A	B	C	D	E	F	G
	Deadline	*Revenues*	Deadline			
Year:	*Due*	115-Parks	*Year:*	*Due to spend*	*Spent*	*Available*
1990	1996	6,389				
1991	1997	9,250				
1992	1998	2,141				
1993	1999	2,416				
1994	2000	6,910				
1995	2001	(3,288)				
1996	2002	1,636	1996	6,389	(11,350)	
1997	2003	804	1997	9,250	(13,375)	
1998	2004	381	1998	2,141		
1999	2005	668	1999	2,416		
2000	2006	268	2000	6,910		
2001	2007	457	2001	(3,288)		
2002	2008	1,755	2002	1,636		
2003	2009	628	2003	804		
2004	2010	848	2004	381	(1,745)	
2005	2011	2,525	2005	668		
2006	2012	47,090	2006	268		
2007	2013	29,995	2007	457		
2008	2014	18,812	2008	1755		
2009	2015	1,986	2009	628		
2010	2016	3,053	2010	848		
		134,724		31,263	(26,470)	$ 4,793

C-F= NET FUND BALANCE 108,254

Note: Columns information:

A=When the City collected the money
B=Schedule is set for 6 years (actual time allowed is 7 years)
C= Amount of revenues received
D= Same as Column B, the last year to spend the money
E= Amount of revenues due to spend
F= Amount spent during the deadline year
G= The difference between E & F represents the amount available to spend to meet the Ordinance requirements
(C)Revenues -(F)Spent = Net Fund Balance

Item 9

Tree Replacement Plan

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER

SUBJECT: TREE REPLACEMENT PLAN

DATE: AUGUST 18, 2011

Staff has initiated some preliminary discussion regarding establishing a tree replacement plan within the historical downtown area.

We would like to involve some community "experts" in our discussions and return to City Council sometime in November/December, during Regular Session, with information/plan to review/adopt.

Item 10

Brick Street Maintenance

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: BRICK STREET MAINTENANCE

DATE: AUGUST 18, 2011

Staff is seeking additional expertise/assistance in the area of brick street maintenance. We have scheduled further discussions with the staff members in the City of Tampa that oversee their brick street maintenance program.

We expect to return to City Council sometime in November/December, during Regular Session, with an update and/or further information in this area.

Item 11

Current update for pavement management methodology

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: PAVEMENT MANAGEMENT METHODOLOGY

DATE: AUGUST 19, 2011

Attached is Pavement Management Program information that we have obtained through Civil-Tech Consulting Engineers, Inc. The attachment is general information on the suggested program approach and an estimate for establishing the program.

You will note that sidewalks have not been included in the initial proposal; however, we recommend that sidewalks be included with streets for the capital outlay/maintenance plan.

To date, we have not expended any monies, as our efforts have been fact-finding and exploratory in nature.

We look forward to having further discussions with the City Council on this very important matter.

CIVIL-TECH CONSULTING ENGINEERS, INC.

Land Planning

Commercial Site Planning

Land Use Issues

Geographical Information Systems

Utility Design, Permitting and Modeling

Roadway Design

Stormwater Design, Permitting and Modeling

Environmental Planning and Permitting

Traffic Analysis

Construction Supervision

What Can A Pavement Management Program Do For You?

Pavement management offers the potential for improved road conditions and reduced pavement maintenance costs, simultaneously! Many communities, with a backlog of maintenance and constrained funds, will find this idea too good to be true; but the concept is tested and proven. The key is in maintaining streets and roads in good condition (at a relatively low cost) rather than allowing pavements to deteriorate to the point where extensive rehabilitation or reconstruction becomes necessary.

The most difficult part of pavement management is getting started. Once the methods are familiar and the data base is established, a three- or five-year program is easily established or updated. And after the benefits of pavement management have been demonstrated, it is possible to refine the process for more cost-effective decisions.

Pavement Management System Components

Street Network Inventory

STEP 1: STREET NETWORK INVENTORY

The inventory is a listing of street names with their corresponding length and width. Surface type (i.e. paved or unpaved) should be included in the initial survey. In addition, a system for dividing the road network into manageable segments must be devised. A simple approach is to designate sections which correspond to intersections or to changes in pavement condition. Sections can be identified by house number, street name or any other device, provided the landmark is permanent.

Pavement Condition Survey

STEP 2: PAVEMENT CONDITION SURVEY

The pavement condition survey should collect the information needed to identify:

"streets which need no immediate maintenance and therefore no immediate expenditures.

streets which require minor or routine maintenance and immediate expenditures.

12 S. Main Street ◇ Brooksville, Florida 34601 ◇ Phone 352-796-6319 ◇ Fax 352-799-9203
903 NE 2nd Street ◇ Ocala, Florida 34470 ◇ Phone 352-401-0222 ◇ Fax 352-402-0622
www.civil-tech.com

Land Planning

Commercial Site Planning

Land Use Issues

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Environmental Planning and Permitting

Traffic Analysis

Construction Supervision

streets which require preventive maintenance activities such as asphalt overlay, seal, etc.

streets which need major rehabilitation or reconstruction.

These roads have deteriorated to the point that maintenance is no longer cost-effective and more-major work is required to raise the condition to an acceptable level."

Develop a PCI number or pavement condition index of each street to be used in classification of current level.

Project Ranking

STEP 3: PROJECT RANKING

When the pavement survey is complete and maintenance needs have been determined, the next step is to rank the recommended maintenance actions for specific street segments. The philosophy of project ranking reflects both the worst-first and best-first concepts. Clearly the pavements in the poorest condition have high priority; these sections cause unnecessary wear and tear to vehicles and are expensive to maintain, and may be hazardous. (potholes) Yet, the best roads, those which are well built and in good condition, represent an investment ,which should be protected against normal deterioration.

To satisfy this need to set dual priorities, the worst-first criterion is applied within each type of maintenance: rehabilitation and reconstruction. (No priorities are set for routine maintenance, presumably accomplished within adequate force accounts). Then, the best-first criterion is used in the programming stage (STEP 4), to assure that routine and preventive maintenance is not short-changed in favor of the more conspicuous reconstruction projects. A separate list of prioritized projects will be developed for each type of maintenance. The trade-offs between these two categories will be a matter of policy, set in programming (STEP 4). Again, routine maintenance will not be prioritized and should be funded as a group before any other projects.

Programming

STEP 4: PROGRAMMING

Having listed maintenance needs and their relative priorities within each, type of maintenance project, the time has come to bite the bullet to decide where to spend the limited funds available and whether additional funds should be appropriated.

Land Planning
Commercial Site Planning
Land Use Issues
Geographical Information Systems
Utility Design, Permitting and Modeling
Roadway Design
Stormwater Design, Permitting and Modeling
Environmental Planning and Permitting
Traffic Analysis
Construction Supervision

First, the cost of each project must be estimated. In this planning stage, approximate unit costs will be sufficient.

Each community should make a short list of unit costs for treatments used recently in that community. This will avoid confusion concerning the procedure being estimated, changing costs over time, and local price differences. It may be convenient to specify average unit costs per mile for specific procedures, such as crack sealing, 1 1/2" overlay, reconstruction to 12", etc. These costs are then easily applied to the road segments measured in STEP I to yield rough estimates of the project costs.

Project costs will be summed within each maintenance category to estimate total dollar needs. Comparison of these dollar needs with currently available funds will raise the necessary programming questions such as:

Can additional funds be allocated to the program?
and
Over how many years can this program spread?

Implementation and Record-Keeping

STEP 5: IMPLEMENTATION AND RECORD-KEEPING

The feedback process is important in pavement management. The first list of maintenance needs developed by the superintendent must respond to fiscal limitations. Then repeated adjustments are required to achieve the program which will buy the most in terms of long-term pavement service with the resources the local government has allocated.

The approved program will then be implemented. Further adjustments may be necessary due to delays in contract work, unforeseen maintenance problems and so forth. In any case, the program should be updated every year or two to reflect both work completed and further deterioration of pavements.
An essential part of the updating process is keeping good records. A street-by-street file for tracking pavement condition and maintenance actions over the years should include a record for each street segment(see Figure III-8) Maintenance should be recorded as it is performed. Data on pavement conditions can be updated as staff time is available.
Once the programming process is established, updating the data and recommendations can be a routine function.

12 S. Main Street ◇ Brooksville, Florida 34601 ◇ Phone 352-796-6319 ◇ Fax 352-799-9203
903 NE 2nd Street ◇ Ocala, Florida 34470 ◇ Phone 352-401-0222 ◇ Fax 352-402-0622
www.civil-tech.com

CIVIL-TECH CONSULTING ENGINEERS, INC.

- Land Planning
- Commercial Site Planning
- Land Use Issues
- Geographical Information Systems
- Utility Design, Permitting and Modeling
- Roadway Design
- Stormwater Design, Permitting and Modeling
- Environmental Planning and Permitting
- Traffic Analysis
- Construction Supervision

Estimated cost to prepare a pavement management system for the City of Brooksville is $82,000.

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903 NE 2nd Street ◇ Ocala, Florida 34470 ◇ Phone 352-401-0222 ◇ Fax 352-402-0622
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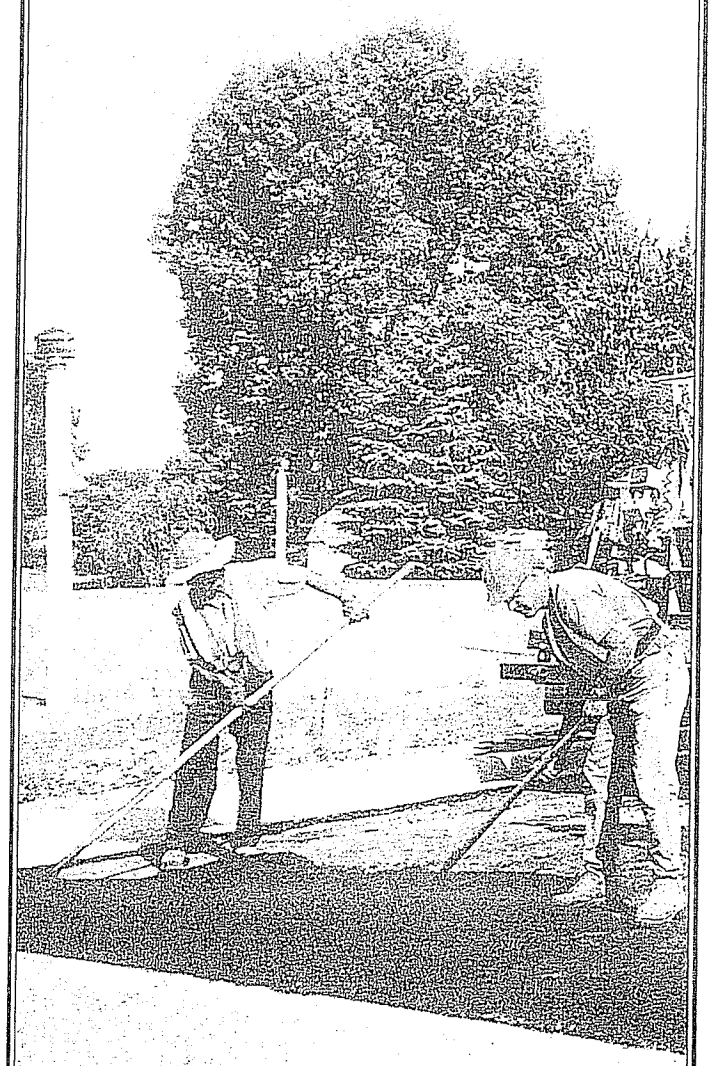
The ABCs of PAVEMENT PRESERVATION

ohmpa

Ontario Hot Mix
Producers Association



The ABCs of Pavement Preservation

The Right Treatment to the Right Pavement at the Right Time

There is nothing new about pavement preservation and preventive maintenance. People have been filling potholes and repairing cracks since the first asphalt pavement was laid back in the late 1800s. But have we been doing a good job? Probably not and that's because our maintenance programs have been reactive rather than proactive.

Smile: When the dentist fills a tooth, that's a corrective maintenance technique. When the dental hygienist cleans your teeth, that's a preventive maintenance technique. Regular visits to the dentist combined with a "conscientious program of oral hygiene" - that is a preventive maintenance program.

Preventive maintenance is a strategy - an organized, systematic approach that maintains or improves the condition of a road and slows future deterioration. It saves money, improves safety and rideability and puts a smile on the face of users and owners alike.

Pavement Preservation changes your approach:

- Look for and correct small problems before they become big ones
- Eliminate the "worst first" syndrome

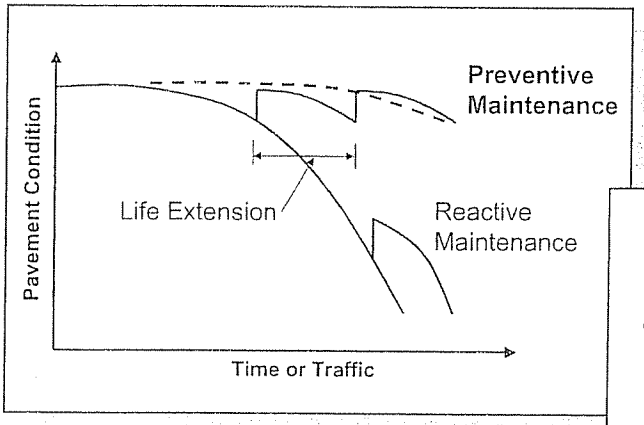
Pavement Preservation is efficient, effective and economical

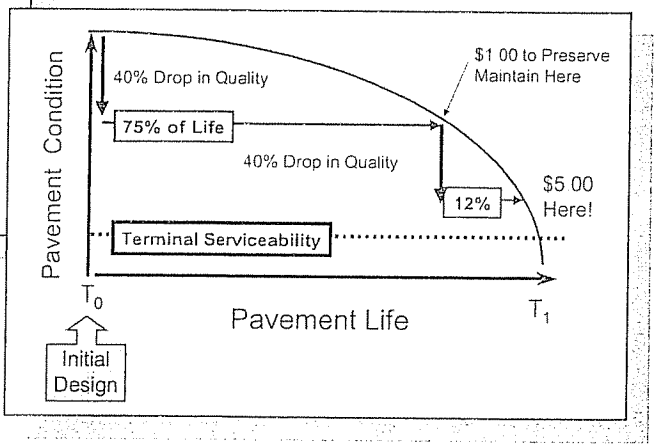
- save money
- improve safety
- reduce delays
- help pavement last longer
- improve the performance of the entire road network

The ABC's of Pavement Preservation

A. The Right Pavement
B. The Right Time
C. The Right Treatment

If you are filling potholes and repairing major cracks, it's probably too late.





Doing it Right

A. The Right Pavement: Trying to keep track of several hundred kilometres of pavement is no easy task but if your maintenance program relies on public complaints to identify defects, you are probably too late.

For the most efficient use of maintenance resources, you need to look for early indicators of pavement distress - in other words, find the right pavement for treatment.

An up-to-date pavement condition survey is the first step. The survey will establish a comprehensive database that identifies the type of pavement distresses in the road network and evaluates those distresses based on severity and extent.

It's not as onerous a job as it sounds. The tools are already available. Almost all municipalities in Ontario have a Pavement Management System in one form or another that can easily incorporate the information needed for a preventive maintenance program in an organized and easily accessible fashion.

B. The Right Time: The right time for preventive maintenance treatments is during the early stages of a pavement's life. You need to apply preventive maintenance treatments before the problem gets out of hand, not after. It makes sense, for example, to rout and seal before a single crack spreads into multiple cracks. In fact, spending a dollar on preventive maintenance in the tenth year of a pavement's life can save up to five dollars in corrective maintenance five years later.

Knowing when a pavement needs to be treated is one thing. Carrying out the treatment on time and on schedule is another matter. When money is tight, preventive maintenance is usually well down on the priority list and often one of the first items sacrificed in budget cutbacks. Knowing the right time to apply a preventive maintenance technique is important. Having the funds to apply that technique at the right time is essential. Dedicated funding needs to be part of any preventive maintenance program.

C. The Right Treatment: There are a number of preventive maintenance techniques, each of which has been specifically developed to treat a particular type of distress at a particular level of severity.

Picking the right treatment will depend on:

- The type of pavement
- The type, extent and severity of the pavement distress
- The age of the pavement (or the time since the last major rehabilitation)
- The type of the road - its use, volume, and traffic speed
- The availability of qualified contractors, construction technology; materials and qualified agency staff
- The time of year for maintenance
- How long maintenance will take and the impact it will have on drivers
- The pavement quality needed after the pavement has been treated

Remember that selecting the right treatment is as much an economic decision as a technical one. While the cost of preventive maintenance generally pales against the cost of corrective action needed if distresses are allowed to proceed unchecked, the cost and benefits of preventive maintenance treatments should still be analyzed. Estimates of benefits should be based on the extension of the life of the pavement, not on the expected life of the treatment itself.

- A cost-benefit analysis compares the cost of the preventive maintenance technique to the expected benefit (usually the extension of life of the pavement)
- Ranking adds less quantifiable benefits (user costs, safety, rideability) to the cost-benefit analysis
- Life cycle costing adds a degree of sophistication to a cost-benefit analysis by introducing the concept of the time-value of money

Signs of Distress

Ravelling: the separation of the surface aggregate from the asphalt binder usually due to oxidation. Surface treatments are indicated.

Bleeding or flushing: excess asphalt cement on the surface of the road. Caused by excessive amounts of liquid asphalt binder or densification due to heavy traffic. Usually seen in hot weather. A seal coat can help.

Rutting: longitudinal deformation of the pavement caused by heavy traffic. May be corrected by milling, overlays and microsurfacing.

Corrugation or "washboarding": transverse deformation of pavement caused by poor compaction technique or shifting of the subgrade. Cannot be fixed by preventive maintenance methods.

Fatigue or alligator cracking: interconnected cracking with a pattern resembling the hide of an alligator. Caused by base failure. Mild cases of alligatoring with minimal base involvement can be treated with slurry seals.

Potholing: bowl-shaped holes of various size in the pavement. Potholes generally start as small localized spots of alligator cracking or surface disintegration combined with a weak base. As moisture infiltrates the area, small pieces of asphalt and base are dislodged and pop out under traffic. Good preventive maintenance techniques can eliminate problems before the pothole forms. Otherwise, clean and fill.

Polishing: a smooth slippery surface produced as the aggregate is worn by traffic. Grind, surface treat or overlay depending on severity.

Reflective cracking: cracks in the surface of the pavement due to underlying cracks in the pavement. Cannot be fixed by surface treatment.

Edge cracking: longitudinal or crescent shaped cracks within the first 30 cms of the pavement edge. Treat with sealants or seals.

Pavement Treatment Selection Guide

Pavement Condition	Parameters	Treatment: Thin Hot Mix Overlay	Fog Seal	Crack Sealing	Sand Seal	Chip Seals	Slurry Seal	Micro-surfacing	Cold In-Place Recycling[2]	Hot In-Place Recycling[2]
Traffic (ADT)[1, 2]	<1000	●	●	●	●	●	●	●	●	●
	1000 — 4000	●	●	●	●	●	●	●	●	●
	>4000	●	◐	●	○	◐	◐	◐	◐	◐
Ruts	<5mm	●	●	●	●	●	●	●	◐	●
	5mm —25mm	◐	○	◐	◐	◐	◐	●	◐	●
	>25mm	○	○	○	○	○	○	◐	◐	◐
Cracking Fatigue	Low	●	◐	●	●	●	○	●	●	○
	Moderate	●	○	◐	◐	●	○	◐	●	●
	High	◐	○	○	○	○	○	○	●	●
Cracking Longitudinal	Low	●	◐	●	●	●	●	●	●	◐
	Moderate	●	○	●	◐	●	◐	◐	●	◐
	High	◐	○	◐	○	○	○	○	●	◐
Cracking Transverse	Low	●	◐	●	●	●	●	●	●	●
	Moderate	●	○	●	◐	●	◐	◐	●	◐
	High	◐	○	◐	○	○	○	○	●	○
Surface Condition	Dry	●	●	○	●	●	◐	●	◐	●
	Flushing	●	○	○	◐	●	○	●	◐	●
	Bleeding	●	○	○	○	◐	●	●	◐	●
	Variable	●	◐	○	◐	●	●	●	◐	◐
	Portland Cement Concrete pavement	●	○	◐	●	●	●	●	○	○
Ravelling	Low	●	●	○	●	●	●	●	◐	●
	Moderate	●	◐	○	●	●	●	●	◐	●
	High	●	◐	○	●	●	◐	●	◐	●
Potholes	Low	●	○	●	●	●	●	●	○	○
	Moderate	●	○	◐	◐	◐	◐	◐	○	○
	High	●	○	◐	○	○	◐	◐	○	○
Texture	Rough	●	○	○	◐	◐	●	●	◐	●
Ride	Poor	●	○	○	○	○	●	◐	◐	●
Drainage	Poor	○	○	○	○	○	○	○	○	○
Snow Plow Damage	High	●	●	●	●	◐	●	●	○	○
Skid Resistance	Low	●	○	○	●	●	●	●	○	◐

● = Recommended
◐ = Provisionally recommended (dependant on road conditions)
○ = Not recommended

This table provides general guidelines only. Each road should be assessed for the causes of distress and condition before a specific treatment is selected. Chart recommendations assume good quality design and construction. (Developed by Ontario's Asphalt Emulsion Manufacturers)

[1] Truck traffic as a percentage of ADT should be considered
[2] When treatment used in conjunction with HMA overlay

Hot Mix Overlay

Placing a layer of hot mix over existing pavement. Thin overlays are at least 40mm thick if conventional asphalt is used but thinner overlays can be laid with specialized mixes. The most common rehabilitation technique (as opposed to preventive maintenance technique) is a similar form of hot mix overlay. Commonly known as "Shave and Pave", the process involves the contractor milling and replacing up to 80mm of asphalt. Thicker overlays can extend the life of a pavement by between 15 and 20 years.

Benefits:

- provides new waterproof surface
- mitigates surface ravelling
- seals small cracks
- improves ride quality and corrects surface irregularities
- improves surface friction

Selection and Application: used on stable pavements with a sound base, but have a surface which exhibits minor surface distresses such as cracking, rutting, ravelling and roughness. Can be used to strengthen pavements. Do not use on pavements showing structural distress or pavement failure. Defects will quickly reflect through the new surface.

Service Life: 8 – 14 years

Fog Seal

A light application of diluted slow-setting emulsion.

Benefits:

- rejuvenates dry and brittle asphalt surfaces
- seals very small cracks and surface voids
- slows the rate of weathering and oxidation

Selection and Application: Use on structurally sound pavements to improve surface conditions on pavements showing signs of minor cracking, weathering, segregation or ravelling.

Service Life: 1 – 2 years

Michigan's goal is
a model of clarity:

Keep good roads good.

Crack Sealing

Routing, cleaning and filling the crack with sealant. Moisture infiltration is the primary cause of pavement deterioration. Crack sealing prevents water and debris from entering a crack. "Crack Filling" does not involve routing and does not fully seal the crack.

Benefits:

- prevents moisture and debris from getting into cracks
- prevents water damage to the pavements structure
- extends pavement life by 3 – 5 years

Selection and Application: use for cracks less than 25mm wide, spaced uniformly along the pavement and with limited edge deterioration. Use Crack Filling for older pavements with wider, more random cracking. Best applied during cool dry weather (0°C - 15°C) when cracks are almost fully open.

Service Life: 3 – 5 years

Chip Seals

A uniform application of asphalt emulsion to a prepared pavement surface followed by a rolled aggregate cover (OPSS 304 Class 1-6 Surface Treatments). Can postpone the need for heavier surface treatments or resurfacing for 2 to 4 years.

Benefits:

- improves surface friction
- slows surface ravelling and oxidation
- corrects minor deformations and seals small cracks
- provide temporary cover for a base course until the final asphalt courses can be placed

Selection and Application: Provides an economical all-weather surface for light to medium traffic (polymer-modified emulsions and high quality aggregates should be used for higher traffic volume applications). Must be applied to structurally sound pavements.

Service Life: 5 – 7 years for chip seals, 2 – 4 years for sand seals

Slurry Seal

A cold mix paving technique using a mixture of dense-graded aggregate, asphalt emulsion, water, and mineral fillers.

Benefits:

- improves surface friction
- slows surface ravelling and seals small cracks
- improves ride quality and corrects surface irregularities

Selection and Application: use on stable pavements with a sound base showing minor surface distresses such as cracking, rutting, ravelling and roughness. Do not use on pavements with structural distress, as cracks will quickly reflect through new surface. Minimum thickness is 9.5mm.

Service Life: 4 – 7 years

Micro-surfacing

The application of a cold mix of dense-graded aggregate, polymer modified asphalt emulsion, water, and mineral fillers. Capable of filling wheel ruts up to 40mm deep when the pavement has stabilized and is not subject to plastic deformation.

Benefits:

- improves surface friction
- slows surface ravelling and seals small cracks
- improves ride quality and corrects surface irregularities

Selection and Application: Used on stable pavements with a sound base that have minor surface distresses such as cracking, rutting, ravelling and roughness. Can be used to correct rutting. Do not use on pavements showing structural distress or pavement failure. Defects will quickly reflect through new surface.

Service Life: 5 – 7 years

Cold In-Place

Reprocesses existing pavements in-situ to a depth of 100 mm. Typically overlaid with one or two lifts of HMA to produce a sound pavement structure. All cold in-place work should be completed with an appropriate wearing surface.

Benefits:

- uses 100% existing aggregates and asphalt
- mitigates reflective cracking
- corrects cross fall and longitudinal grades of existing pavements

Selection and Application: use on stable pavements with a sound base showing surface distresses such as cracking, rutting, ravelling and roughness. For light to medium traffic, a surface treatment such as chip seal is sufficient. For heavier traffic, at least one overlay is recommended.

Service Life: 10 – 12 years

People are prepared to spend money to maintain their cars.

Why wouldn't they be equally prepared to spend money to maintain their roads?

Hot in Place Recycling

Heating the existing pavement and reblending the asphalt. Rejuvenators and virgin hot mix may be added. Typical thickness: 25 - 50 mm.

Benefits:

- provides new waterproof surface
- slows surface ravelling
- seals small cracks
- improves ride quality and corrects surface irregularities
- improves surface friction

Selection and Application: used on stable pavements with a sound base, but have a surface which exhibits minor surface distresses such as cracking, rutting, ravelling and roughness. Can be used to strengthen the pavement when applied in conjunction with an HMA overlay. Do not use on pavements showing structural distress or pavement failure. Defects will quickly reflect through the new surface.

Service Life: 5 – 12 years

Cold Planing or Milling

Removes bumps, ruts and irregularities, restores the profile and leaves a uniform, textured surface.

Benefits:

- improves ride quality and corrects surface irregularities
- improves surface friction

Selection and Application: Cold plane before applying a recommended resurfacing product. A tack coat should be applied to all milled surfaces prior to paving the new riding coarse.

Service Life: Typically resurfaced within 48 hours. When overlaid with HMA, service life is similar to mill and overlay treatment.

Cape Seal

A chip seal followed by a slurry seal. Stronger than a chip seal alone.

Benefits:

- improves surface friction
- slows surface ravelling, seals small cracks
- improves ride quality and corrects surface irregularities

Selection and Application: use on stable pavements with a sound base showing minor surface distresses such as cracking, rutting, ravelling and roughness. Do not use on pavements with structural distress, as cracks will quickly reflect through new surface.

Service Life: 5 – 7 years

Developing a Preventive Maintenance Program

When Canadian municipalities were asked in a recent survey "how do you select projects for preventive maintenance and rehabilitation", one-third said they use the "worst-first" criteria.

That is a stunning admission. Preventive maintenance doesn't just happen. Like all good programs it needs organization and it needs structure.

1. Establish the management aspects of the program:

Preventive maintenance is a way of technical thinking, financial planning and budgeting.

Use a simple goal to maintain focus and a sense of purpose.

2. Establish the technical aspects of the program:

A good preventive maintenance program should fold neatly into a Pavement Management System. Develop guidelines for evaluating pavement conditions, predicting pavement performance and setting priorities. All maintenance and rehabilitation actions must be co-ordinated and in sync.

3. Determine maintenance needs:

A condition survey shouldn't just tell you which pavements have problems that need correcting today. It should also tell you which pavements need treatment today to avoid problems tomorrow.

4. Provide a framework for treatment selection:

There is no shortage of preventive maintenance techniques. Picking the right one at the right time and at the right cost is what engineering is all about. Whether it is based on life cycle costing, decision trees or any number of other analytical tools, make sure that you use a consistent, logical framework to decide what to do.

5. Set priorities:

If you didn't have a budget, you wouldn't need to set priorities. Life's not like that. Set priorities so that the most important tasks don't get lost in the shuffle.

6. Monitor, Measure and Assess:

Is it working? There is only one way to find out. Monitoring and measuring the program allows you to make sure that you are picking the right treatments for your particular situation and conditions and that those treatments are, indeed, meeting the objectives. If they are, you have all the evidence you need to keep the program (and the funding) going. If they are not, then make the adjustments needed.

Measurable goals:

- pavement condition
- average rating
- percent of pavements in condition category
- cost savings

Proving the case

Michigan's Department of Transportation established its preventive maintenance program in 1992 with the express goal of "keeping good roads good."

In the first five years of the program, the Michigan DOT spent US$80 million on preventive maintenance. Was it worth it? The Michigan taxpayers think so. Without the preventive maintenance program, according to one study, the state would have had to spend $700 million on rehabilitation to bring the roads up to the same condition.

Georgia spends between US$70 million and $80 million a year on preventive maintenance. The state is committed to rehabilitating 10% of the network every year and resurfacing the entire network every 10 years. A study showed that between 1992 and 1997, the smoothness of asphalt pavements in Georgia improved by 300%.

Municipalities across Ontario such as Toronto and Ottawa that have implemented preventive maintenance strategies are anticipating similar benefits and are now documenting their programs to help sell their strategies to the taxpayer.

Selling the Case

Just as it takes consistent preventive maintenance to keep roads in good condition, it takes consistent funding to keep a preventive maintenance program in good shape. And therein lies the challenge.

Municipal engineers and road superintendents know how important a pavement preservation program is. They know that treating small problems before they become big problems is a smart and responsible way to spend taxpayers' money. But even though the benefits are impressive (less expensive treatments, longer pavement life, less user delays), they won't sell themselves.

Selling it to the Public: When it comes to roads, people tend to think locally not globally. It is the pothole at the end of the driveway, the rough pavement near the school and the ruts in the nearby intersection that they are concerned about and that puts municipal engineers on the spot.

Preventive maintenance is all about fixing small problems before they become big problems and small problems are not always easy for the untrained eye to spot. People are understandably sceptical when they see a crew working on a road that appears to be in good condition while ignoring a rough patch of road right outside their driveway. Faced with vociferous complaints, it's all too easy to fall back on the "worst-first" syndrome.

Fortunately, the public is more than capable of being sensible and sympathetic when presented with the facts. People know how important a well-maintained road network is for their community and they also know the importance of spending tax dollars wisely.

Measuring and assessing the program provides the facts. Good communication makes sure that the public understands them.

Continued on next page.

Selling it to the Administration: When budgets get tight (and that's most of the time), it's easy to sacrifice long-term returns for short-term needs. Easy but not necessarily wise. If a program such as preventive maintenance that depends on continuity is delayed or curtailed, it can nullify years of hard won success.

Preventive maintenance can only work if the program is applied consistently and the program can only be applied consistently if there is a sustained, predictable level of funding.

Can politicians be persuaded? Given the evidence that a relatively small expenditure in preventive maintenance can save enormous sums of money in a relatively short time, there is no reason why they shouldn't be. Politicians make long term decisions all the time and most are fully prepared to make the right choices. After all, there is always life after the next election.

Pavement Rehabilitation

Preventive maintenance is an essential tool for extending the life of a pavement. Used early in a pavement's life, preventive maintenance corrects small problems before they become big problems, saves money, reduces delays and improves safety and rideability.

Preventive maintenance is, however, only one of the tools that municipal engineers have at their disposal for maintaining and preserving the road network. Preventive maintenance corrects small problems. It cannot be used to fix major problems that all roads experience as they wear. For that you need pavement rehabilitation.

All roads (other than those designed specifically as "perpetual pavements") will require rehabilitation as they get close to the end of their useful life and, as with preventive maintenance, there are a number of techniques and strategies that engineers and contractors can use to ensure that an asphalt pavement provides the best possible value for the taxpayers and users of the road network.

For the latest information on pavement rehabilitation, call the Ontario Hot Mix Producers for the ABCs of Pavement Rehabilitation.

The Ontario Hot Mix Producers Association
365 Brunel Road, Unit 4, Mississauga, ON L4Z 1Z5
Phone: 905 507.3707 • Fax. 905 507 3709
web site www.ohmpa.org • email. info@ohmpa.org

The Fine Print: This brochure is designed as a general guide to pavement preservation. It is not a design manual. Professional engineers should be consulted to ensure that pavements are not only designed functionally but also economically to fit your budget requirements.

Issue 1.0, February 2004

Item 12

Millage Options

Different millage rate options for the 11/12 Budget

	Current millage in Budget 6.3700	Millage at 6.7500	Millage at 7.000	Millage at roll back rate 7.1055	Millage at 7.4800	Millage at 7.500
Ad Valorem Taxes at 95%	$2,360,194	$2,500,990	$2,593,619	$2,632,709	$2,771,467	$2,778,878
Delinq't Ad Valorem Taxes	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000
Total Ad Valorem Taxes	**$2,560,194**	**$2,700,990**	**$2,793,619**	**$2,832,709**	**$2,971,467**	**$2,978,878**
Revenue before P/y Carry Forward	$6,774,882	$6,915,678	$7,010,307	$7,047,397	$7,186,155	$7,193,566
Prior Year Carry Forward	$233,244	$233,244	$233,244	$233,244	$233,244	$233,244
Total Revenues	**$7,008,126**	**$7,148,922**	**$7,243,551**	**$7,280,641**	**$7,419,399**	**$7,426,810**
Total General Fund Expenses	$7,032,766	$7,032,766	$7,032,766	$7,032,766	$7,032,766	$7,032,766
Total General Fund Reserves	**-$24,640**	**$116,156**	**$210,785**	**$247,875**	**$386,633**	**$394,044**

Item 13

Employee Group Medical Options

Information on Plans/Options will be presented at the workshop

Item 14

Update of Take Home Vehicles

Brooksville Police Department

Memo

To: The Honorable Mayor and Members, Brooksville City Council

VIA: Jennene Norman-Vacha, City Manager

From: George B. Turner, Chief of Police

Date: August 23, 2011

Re: TAKE HOME VEHICLE POLICY

CITY VEHICLE and TAKE HOME VEHICLE POLICY, 1 – 2008(adopted Jan'08)

It is the policy of the City of Brooksville to provide take home vehicles to swom personnel of the Police Department and other key City staff, as designated within the policy in order to improve the level of police service, emergency response and rapid response to emergency situations for the citizens of Brooksville. Improved service levels will be achieved through the increased visibility of the Police Department vehicles, increased police presence on the streets for an extended period of time and improved cost effectiveness of vehicle maintenance, repair and replacement resulting from extending vehicle life through improved care and accountability.

At the January 07, 2008 City Council meeting, Council approved the Take Home Car Policy, 1- 2008. At that time Council voted 5 – 0 in support of the program.

DOCUMENTED BENEFITS of the Take Home Vehicle Policy to the taxpayers of the City of Brooksville:

1) Additional patrol hours at no cost to City of Brooksville taxpayer.

(City realizes an average of ½ hour additional patrol time per Officer, per shift. 4 Officers per shift, 730 shifts per year)

1,460 additional hours of patrol time at no cost to City @ $ 23 per hr= **$ 33,580**

2) Lower vehicle maintenance cost to the City of Brooksville.

	Pre- take home program		Post take home program	
	06/07,	07/08	08/09	09/10
00101352154210:	$12,916	$ 11,762	$ 9,519	$ 8539.
00101352155253:	$18,474	$ 17,625	$ 15,543	$ 15,464.

The combined savings in the first two years of the Take Home Car Program 08/09 & 09/10 compared to years 06/07 & 07/08 is **$ 11,712.**

ACTUAL COSTS TO THE CITY OF BROOKSVILLE for additional miles driven by commuting officers.

	Pre take home program			Post take home program	
	06/07	07/08	VS.	08/09	09/10
Miles driven	*235,695*	*239,362*	*vs*	*261,451*	*288,448*
Gals used	*21,234*	*24,797*	*vs*	*24,996*	*30,917*

The average commute for participating Police Officers utilizing a take home patrol car average twelve (12) miles per r/t. The total additional miles driven are approximately 35,040 miles, or 1,401.6 miles per Officer.

The average miles per gallon over the four year time period above is 10.07 mpg.

That equates to 139.18 gallons of fuel per officer for yearly commute. Using an average fuel cost of $ 2.35 per gallon, the City cost is approximately $ 327.08 per Officer, per yr. Comparing that cost against the savings to the City is proof that the Take Home Vehicle Program is a cost effective initiative to the City Taxpayer in the amount of approximately $ 37,115. The program, as set forth in the original policy passed in January 2008, fulfills all the operational goals, ie: improved service levels, increased visibility of police vehicles which deters crime, increased police presence on the streets, and improved cost effectiveness of vehicle maintenance, repair and replacement.

The City Manager has approved two separate circumstances that allow certain Officers that live outside Hernando County to participate in the program. Both employees reside within a very reasonable distance from the City of Brooksville, and less than the maximum mileage that is allowed for some other Hernando County resident employees. (*the specific name/addresses of these officers are not public record and are purposely left out of this memo*)

One employee has been assigned an unmarked take home vehicle since 2006 when he was first assigned to the Criminal Investigation Division. His special authorization per City Policy is based on his being a Detective and on call. The other employee was assigned a take home vehicle as authorized per specific provisions

allowed by the policy, having the express permission of the City Manager after review and being found to be within a reasonable distance from the City/County line.

Both of these officers are a great asset to the City of Brooksville and it would be a detriment to the smooth operations of the agency if they were to lose that right due to a policy change at this time.

> (*note: there are other police department employees that live outside the acceptable distance range and are not being considered for participation. This City Manager approval is only granted in very specific circumstances, and only when the distance is reasonable and in the interest of the City.*)

Therefore, we respectfully request that the City Council make no changes to the Take Home Vehicle Policy as approved by Council in 2008, specifically in regard to allowing the City Manager the option to review and give special permission for participation to those employees that reside beyond the Hernando County line in certain circumstances.

The Take Home Vehicle Policy 1-2008 has proven to be a very cost effective program, has not been abused in anyway, and is in the best interest of all involved.