

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
HERNANDO COUNTY MINING ASSOCIATION ENRICHMENT CENTER
800 JOHN GARY GRUBBS BLVD.
BROOKSVILLE, FL 34601**

AGENDA

March 19, 2012

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. New Tom Varn Park ADA Playground Presentation

Presentation: Director of Parks, Facilities &
Recreation, Junior Service League and
Hernando County Builders
Association.

**2. Presentation and update by the Hernando Vision Foundation on use of
Hernando Park during the Florida Blueberry Festival**

Presentation: Hernando Vision Foundation

D. CITIZEN INPUT

E. CONSENT AGENDA

1. Minutes

- a) January 3, 2011 Regular Meeting
- b) March 21, 2011 Regular Meeting
- c) March 29, 2011 Fire Assessment Workshop

2. Flagstone Pavers, Inc., Ad Valorem Tax Abatement

Consideration to continue tax abatement incentive.

**3. Jet I.C.U. Application for Certificate of Public Convenience & Necessity
(COPCN)**

Consideration for Council to recommend that Hernando County Board of County Commissioners grant application of COPCN for Jet I.C.U. to provide ground transportation services to and from their jet.

CONSENT AGENDA APPROVAL (✓)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve

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Attachments: 1) Minutes; 2) Memo from Director of Community Development and Finance Director dated 03/19/12, Ordinances 777 and 777-A; 3) Memo from Fire Chief dated 03/19/12, Letter from BOCC dated 02/22/12, Application

F. REGULAR AGENDA

1. **CDBG Waterline/Fire Hydrant Replacement Bid UD2012-02 Award**

Consideration of bid award to BRW Contracting, Inc., for the not-to-exceed amount of \$581,433.

Presentation: Director of Community Development & Director of Public Works

Recommendation: Award of Bid

Attachments: Memo from Directors of Community Development and Public Works dated 03/02/12; Bid Certification; Bid Tabulation and Letter of Recommendation from Coastal Eng.

2. **Donation of Lot**

Consideration of donation of City of Brooksville lot to Hernando County for construction of a stormwater detention facility.

Presentation: Director of Public Works

Recommendation: Approval of Donation

Attachments: Memo from Director of Public Works dated 02/29/12, Property Location Map, Stormwater Detention Area Map, Property Appraiser Valuation, Original Deed of Transfer

3. **Southern Hills Plantation Phase 3a-1, Phase 3 Final Asphalt Lift, & Southern Hills Blvd. Mill And Resurface Bid No.: Pw2012-03**

Consideration of bid award to Goodwin Brothers Construction, Inc. in the not-to-exceed amount of \$880,678.35

Presentation: Director of Community Development & Director of Public Works

Recommendation: Award of Bid

Attachments: Memo from Director of Community Development & Director of Public Works dated 03/13/12, Goodwin Brothers Bid Certification, Coastal Engineering Bid Opening Certification, Bid Tabulation, and Summary Letter & Recommendation

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4. **Special Counsel for Fire Protection Assessments**

Consideration of Professional Services Agreement to establish a relationship between Bryant Miller and Olive and the City.

Presentation: Fire Chief and City Attorney
Recommendation: Approval of Agreement or Direction to Staff
Attachments: Memo from Fire Chief and City Attorney dated 03/08/12, Professional Services Agreement, Work Order 2012-1, 2011/12 Budget Amendment

5. **Fire Department Generator Equipment Bid Award**

Consideration of bid award to Generx Generators, Inc. for the not-to-exceed amount of \$30,259.

Presentation: Fire Chief
Recommendation: Approval of Award
Attachments: Memo from Fire Chief dated 02/13/12, Bid Certification, Legal Opinion

G. CITIZEN INPUT

H. ITEMS BY COUNCIL

I. ADJOURNMENT

CORRESPONDENCE TO NOTE

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk's office 48 hours in advance of the meeting at (352) 540-3853. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at www.cityofbrooksville.us.

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

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
MINUTES**

January 3, 2011

7:00 P.M.

Brooksville City Council met in regular session with Mayor Frankie Burnett, Vice Mayor Joseph E. Johnston, III, Council Members, Joe Bernardini, Lara Bradburn and Emory Pierce present. Also present were Jennifer Rey, City Attorney; T. Jennene Norman-Vacha, City Manager; Kim Harsin, Deputy City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Interim Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present.

The meeting was called to order by Mayor Burnett, followed by an invocation and Pledge of Allegiance.

PRESENTATION AND REQUEST FOR WAIVERS

Flatlanders Challenge

Consideration of waiver of fees for traffic control in the amount of \$940.50 and authorize the budget distribution to reimburse the appropriate department for direct costs of the event.

Vice Mayor Johnston confirmed that almost all has been expended from the Special Events line item.

City Manager Norman-Vacha indicated that prior to this approval there is a balance of \$208.77 and further pointed out, should this request be granted, it would require a release from Reserves for Contingencies in the amount of \$731.73.

Jay Pingley, Event Coordinator, stated his father was instrumental in the creation of the Flatlanders Challenge in 1978. He pointed out this is his second request before Council for a fee waiver for this event, the first being a couple of years ago for the Red Mule Runners. He now comes before Council on his own as the event coordinator for the benefit of the City of Brooksville. He stated his three (3) year plan is without profit and no financial support for the first couple of years. He may need to reevaluate his plan for the third year. He anticipates approximately two hundred (200) participants for the February 5th race and welcomed anyone who would be willing to help out with the event. The Rotary Club board will be voting on whether to assist.

Council Member Bradburn stated she supports the event so long as it is coordinated with the Police, Fire, City Manager and Community Emergency Response Team.

Mr. Pingley stated he has met with Sergeant Brough of the Police Department and Richard Radacky of the Department of Public Works to discuss the event.

City Manager Norman-Vacha indicated the race routes have been mapped out as submitted. She pointed out the cost for traffic control is different and specific streets will not be closed. She stated race information will be passed onto Council as it is available.

Council Member Bernardini stated he supports the race but exceeding the budget is not acceptable. He suggested the \$7,000 that has been budgeted be discussed during the next workshop.

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Council Member Johnston recommended to Council that the waivers be shared with the event coordinators for next year. He advised the Tourist Development Council is a good source for funding also as a point of reference for next year.

Mayor Burnett asked staff to provide Council with a total of the last two (2) years of fees waived.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Pierce for approval. Motion carried 4-1 with Council Member Johnston voting in opposition.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

City of Brooksville's Economic Development and Community Website Showcasing

Update and review of project for the City's website showcasing the community and business development.

Dr. Dennis Wilfong, Ambassador of Commerce and Employment, updated Council on the progress of the project starting with a brief history overview. He stated the intent of the project was to make the City's website more positive and his idea was to showcase the City by video. The City Manager located a company who would do a video at no cost by selling business ads. He contacted other cities and found problems such as high pressure sales. He also thought the video was poor quality and was not a local business. In turn, he contacted a local business, Lanny and Wendell Husebo, to make the video and City staff would take on the concept of selling business ads and putting the video together. He played an eighteen (18) minute video of the community with seven (7) different categories of interest.

Vice Mayor Johnston mentioned updating Charlie Crist and the title of Tourism Coordinator for Sue Rupe who recently retired. Mr. Wilfong stated Rick Scott has agreed to replace Charlie Crist in the video for Governor.

Vice Mayor Johnston asked for the location of holiday garbage schedule on the City's website. City Manager Norman-Vacha stated it will be moved by staff to the front page from the sanitation division page.

Council Member Bernardini asked would it be difficult to make changes. Mr. Wilfong replied it can easily be changed or updated on the City's website.

City Manager Norman-Vacha indicated any changes to the video would be an additional cost and would like Council's input before it is uploaded to the website.

Council Member Pierce suggested adding city staff contacts to the video. Mr. Wilfong stated it could be added to the "Welcome" section to avoid it being missed.

Council Member Bradburn stated some of Governor Crist's comments may be useful but also add Rick Scott. She suggested adding a piece of his script to the business and industry section. She would like to see transition and quickening the pace under education. Tourism needs to promote Croom's amenities such as bird watching, camping and horses. She did not like the City logo flying into the pages and suggested it be changed. The City website needs updating for quick links to information and promoting city staff. She would like to see easily accessible schedules along with promotion of city services.

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Lanny Husebo advised he wrote the script for Charlie Crist and would write a new script for Rick Scott. He also indicated the sponsors will have a link to their website and pointed out it is not possible to promote all assets of the area in this one video but a means to link to other websites for useful information.

City Manager Norman-Vacha pointed out the city's website has come a long way in the past three (3) years and is updated internally by city staff.

Council consensus was to bring the final version back to Council for review.

Mayor Burnett would like to add cost of the presentation to the first Council financial workshop agenda on February 22nd.

City Manager Norman-Vacha stated there have been numerous hours put into this video at no cost to the City, enforcing positive representation. It is a marketing tool to attract out of state business and industry. She thanked Mr. Husebo for his work.

Council Member Bradburn commended Dennis Wilfong, Michael Heard and Lanny Husebo for their camaraderie and creativity.

Mayor Burnett encouraged all Council members to take time in the near future to meet with Mr. Wilfong to discuss his ideas. He feels this video is a great investment for the City to bring in business and jobs.

CITIZEN INPUT

Mayor Burnett asked for public input; there was none.

CONSENT AGENDA

Budget Amendment – Departmental Expenditures for Christmas Parade

Consideration of budget amendment authorizing amendments on behalf of approved Special Events expended in the amount of \$2,965.83.

Sale of Surplus Equipment - Water Meters

Consideration to authorize the sale of surplus water meters to United Industries in the amount of \$1,487.50.

Award of Bid – GPS System Bid No. UD2010-09

Consideration of bid award to GPSServe, Inc., for the not-to-exceed amount of \$8,970.

2011 Edward Byrne Memorial Justice Assistance Grant (JAG)

Consideration of acceptance of grant in the amount of \$3,921 and authorize the Mayor to sign the Certificate of Acceptance and related documents.

Council Member Bernardini asked if the 2011 Edward Byrne Memorial JAG was for a certain piece of equipment. City Manager Norman-Vacha confirmed that it was for a specific operation and the grant was applied for outlining specifications.

He next asked about the GPS System bid award specifications as there was a bidder that is actually bidding a different system. Director Radacky handed out a specification sheet that was not initially included.

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Vice Mayor Johnston indicated on item 4 section 1 page 1 of 2, the Mayor needs to be changed. On Budget Amendment item 1 he noted approval of funds being expended occurred at a meeting he did not attend. He would have voted against it but will vote for approval tonight since it is reallocating funds.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Pierce for approval of the Consent Agenda. Motion carried 5-0.

PUBLIC HEARINGS

Ordinance No. 815 – City of Brooksville on behalf of Sea Gate Land Holdings, Inc./SeaGate Village Homeowner's Association, Inc., and Hernando County

Consideration of voluntary annexation of 77 acres, located south of Wiscon Road and north of Mason Smith Road.

[First Reading 12/20/10]

Mayor Burnett called for proof of publication. Deputy City Clerk Harsin indicated Item G1 was published on Friday, December 24, 2010 and Friday, December 31, 2010, in the Hernando Today legal section of the Tampa Tribune and there is a copy of the affidavits for the record.

Steve Gouldman, City Planner, reviewed the ordinance for a voluntary annexation. He stated the City is the applicant, pursuant to the Utility Services Agreement of April 2007. This property has a Hernando County Future Land Use Designation of residential and a County Combined Planned Development Project zoning which would allow for general commercial office/multi-family and single-family development properties.

Council Member Bradburn asked about responsibility of wetlands and if this annexation is a condition of the previous City agreement. City Planner Steve Gouldman indicated it is the developer's responsibility to meet all requirements. Director Geiger affirmed there is a condition in the agreement to provide utility services to the property as outlined in the staff report.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Pierce for approval.

Deputy Clerk Harsin read Ordinance No. 815 by title, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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Motion carried 5-0 upon roll call vote, as follows:

Council Member Bradburn	Aye
Council Member Pierce	Aye
Council Member Bernardini	Aye
Vice Mayor Johnston	Aye
Mayor Burnett	Aye

CITIZEN INPUT

Mayor Burnett asked for public input; there was none.

Motion:

Motion was made by Vice Mayor Johnston and seconded by Council Member Bradburn to ratify and confirm the vote at the subsequent date of the public hearing. Motion carried 5-0.

REGULAR AGENDA

FDOT Landscape Reimbursement and Maintenance Agreement

Consideration of approval of agreement and authorization of the Mayor's signature.

Mike Walker, Director of Parks, Facilities & Recreation, stated this agreement is to receive funds in the amount of \$30,000 for the years 2011 to 2014 for the maintenance of state right-of-ways landscaping from SR50 truck route from Killingsworth Insurance Plaza to Applebee's; to Broad Street; to Ponce De Leon Boulevard; to the old Brooksville Regional Hospital area; and downtown bulb outs. The funds will offset costs, which include mulching, fertilizing, treating diseased plants, removing and replacing dead plants. Vegetation or design changes will have to be approved by FDOT. This will also cover engineering expenses which is ten percent (10%) of those funds. This agreement has been reviewed by the City Attorney and an area of concern is addressed in the memorandum on page 8 of 10 of the agreement, Section 8(a), which states FDOT district secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under this agreement.

City Attorney Rey stated she did consult with FDOT counsel and expressed concerns of the City's potential waiver of rights in the event of dispute. This is a district policy and FDOT was not amendable to making modifications to this provision. She advised them of the City's Charter requirements regarding indemnification and they were amendable to making that change. She noted there is a paragraph labeled indemnification but it is a notice provision only. She advised Council of the procedural process for the City to seek reimbursement for funding in the event there is a dispute is limited to the district secretary's decisions.

Council Member Pierce asked how often reimbursement is requested and suggested at least monthly and further advised to ask for reimbursement early on to avoid pitfalls. He confirmed with Director Walker that FDOT be accepting timesheets and book order documentation for reimbursement of staff and equipment time. Vice Mayor Johnston confirmed with Director Walker that most work will be done by City staff except major changes, such as redesign.

Council Member Bradburn stated a dispute that may arise is replacement of certain plants, which should be mutually accepted by the Florida Department of Transportation.

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Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Johnston for approval. Motion carried 5-0.

Advisory Board Appointments

Appointment of advisory board members to fill vacant and expiring terms.

Parks and Recreation Advisory Board

One (1) Full-time board position to fill an expiring 4-year term of office through December 31, 2014

One (1) Alternate board position to fill an expiring 4-year term of office through December 31, 2014

One (1) Full-time board position to fill an unexpired 4-year term of office through December 31, 2013.

City Residency not required.

Richard Gant	Reapplying (Expiring Term)
Richard Howell	New Applicant
Ronald Lawson	New Applicant
Toni Maletta	Applying for Full-time Board Position (Expiring Alternate Term)
Sue Rupe	New Applicant

Council Member Bernardini stated Mark Blanton had offered a letter of resignation back in January 2010 to the Board Secretary Audrey Williams after he had received notification that he had missed several meetings with unexcused absences. He indicated, due to the infrequency that this board meets, it was never discussed at an official meeting until October, as he was not in attendance. The board voted to recommend to City Council to replace Mr. Blanton with Ms. Maletta, raising her from an alternate to the full-time position. He stated Chairman Richard Gant has been a model member of this board and supportive of the parks system and recommended he be reappointed as a full-time board member. He also recommended approval of Toni Maletta as the second full-time position and Sue Rupe, with her background in tourism, be appointed to the alternate board position.

Council Member Bradburn agreed that Mr. Gant has been an outstanding board member, an excellent liaison to the Good Neighbor Trail and his experience with Southwest Florida Water Management District is helpful. She agreed that Sue Rupe would be invaluable in any capacity on this board. She appreciated that Ms. Maletta has stepped up as a member. She would also support Ronald Lawson, who has proven his desire to serve the City in various capacities with his business experience.

Mayor Burnett advised Council Members consider new applicants for board positions to encourage others to apply.

Council agreed to approve appointments by individual motions.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Bradburn for approval of Richard Gant to fill one (1) full-time board position expiring term of office through December 31, 2014. Motion carried 5-0.

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Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Pierce for approval of Toni Maletta to fill one (1) full-time board position unexpired term of office through December 31, 2013. Motion carried 5-0.

Council Member Bradburn asked for Ms. Maletta's background. Council Member Bernardini stated she works for finance in the school system and is involved in soft ball tournaments.

Motion:

Motion was made by Council Member Bernardini and seconded by Vice Mayor Johnston for approval of Sue Rupe to fill one (1) alternate board position expiring term of office through December 31, 2014. Motion carried 5-0.

Council Member Bernardini thanked Council for giving him the opportunity to investigate the resignation of Mark Blanton.

CITIZEN INPUT

Mayor Burnett asked for public input; there was none.

ITEMS BY COUNCIL

T. Jennene Norman-Vacha, City Manager

Senator Nelson Representative

City Manager Norman-Vacha announced that U.S. Senator Bill Nelson's representative will be available to citizens tomorrow between 3:00 and 5:00 p.m. in City Hall.

Martin Luther King Parade

She stated the parade is scheduled for January 17th at 10:00 a.m. There is no cost to the city with traffic control being handled by the Sheriff's Office. She invited all to participate and announced the lineup is on Emerson Road at 8:00 a.m.

Next Council Workshop

She confirmed the next workshop with Energy Systems Group is scheduled for Tuesday, January 25th at 6:00 p.m.

Emory Pierce, Council Member

Enrichment Center Generator Purchase

Council Member Pierce referenced a letter from Enrichment Center Inc. requesting the purchase of a generator and advised that come before Council. City Manager Norman-Vacha stated representatives from the Enrichment Center will be coming before City Council at the February 7th meeting with an update on construction and the referenced letter.

Joe Bernardini, Council Member

Police Department Contact After Hours

Council Member Bernardini stated the police department afterhours phone service is still not working properly as previously announced by Vice Mayor Johnston. City Manager Norman-Vacha indicated that testing has been done and it was working properly. Police Chief Turner stated 754-6800 is the old line and is now a roll-over line to 540-3800 and the order of the afterhours phone

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was changed. First it says “If this is an emergency hang up and dial 911”. Second, “If you wish to speak to a police officer, press 2” and sends the call to County dispatch. Third, “If you know the extension you are calling and you wish to leave a message...”. He pointed out if there is no extension dialed then it will cut off the call. He stated the system is being checked regularly to ensure it has been working properly but he will recheck it tonight. City Manager Norman-Vacha assured testing will continue to see that it is working properly.

Repair to Dias

He asked that the laminate on his side of the Dias be repaired. City Manager Norman-Vacha indicated it would be done.

Joe Johnston, Vice Mayor

Crooked picture in Council Chambers

Vice Mayor Johnston asked that the picture be adjusted that is hanging behind him to the left. City Manager Norman-Vacha assured that it will be fixed.

Walk light Countdown

He asked the status on the walk light countdown at Martin Luther King Boulevard and US41 and downtown. City Manager Norman-Vacha stated she will give an update as soon as it is available.

Articles on Red Light Cameras

He handed out red light cameras newspaper articles that were published over the past week.

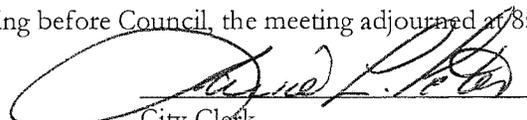
Frankie Burnett, Mayor

Brooksville Housing Authority

Mayor Burnett confirmed Council had reviewed the letter from Brooksville Housing Authority prior to the Mayor’s signature. City Manager Norman-Vacha stated the letter is ready for his signature this evening.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:55 p.m.


City Clerk

Attest: _____
Mayor

**CITY OF BROOKSVILLE
 REGULAR CITY COUNCIL MEETING
 COUNCIL CHAMBERS
 201 HOWELL AVENUE
 MINUTES**

March 21, 2011

7:00 P.M.

Brooksville City Council met in regular session with Mayor Frankie Burnett, Council Members, Joe Bernardini, Lara Bradburn and Emory Pierce present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Interim Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present.

The meeting was called to order by Mayor Burnett, followed by an invocation and Pledge of Allegiance.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Week of the Young Child - April 10-16, 2011

Proclamation supporting the Week of the Young Child event to be held on April 2nd at the Jerome Brown Community Center.

Mayor Burnett read the proclamation in its entirety and presented it to Penny Oliver, a representative of the Week of the Young Child event. Council Member Bernardini advised he will be out of town for the event and encouraged staff to attend.

Blueberry Festival

Consideration of financial support for the festival in the amount of \$7,500.

Florida Blueberry Festival Events Committee Chair Michael Heard reviewed the progress made thus far and the music to be used in promoting the animated film.

Council Member Bernardini asked who owns the film and logo. Mrs. Heard indicated the Florida Blueberry Committee and the City. She indicated the gala will be May 7th at 6:00 p.m. to introduce the Logo, Jingle, Animation Film and Mascot. The effectiveness of viral marketing was discussed and Mrs. Heard was commended for her hard work.

Mayor Burnett suggested setting a budget of \$25,000 for the committee to use. Council Member Bradburn agreed in concept but felt it should come back for approval of a budget for the Committee. She also recommended Council be put to work the night of the gala. Council Member Bernardini asked where the money would come from. City Manager Norman-Vacha indicated Reserves for Contingencies. The item was tabled until the City Manager could get the figures of available funds in Reserves for Contingencies.

Mrs. Heard further elaborated on the festival process. She will provide Council with conceptual plans and indicated the area of the festival will be Lemon to Bell, Ft. Dade to Liberty with all of downtown closed. Council Member Pierce advised he would like to have Russell Street Park included. Mrs. Heard indicated it is not currently part of the conceptual plans but there may be outcroppings of activities which could include it. She thanked Council for providing an office for the Blueberry Festival.

City Manager Norman-Vacha indicated the Reserves for Contingencies balance is 1,000,000.

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Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Bernardini for approval of donating \$7,500 from Reserves for Contingencies. Motion carried 4-0.

CITIZEN INPUT

Mayor Burnett asked for public input; there was none.

CONSENT AGENDA

Minutes

August 10, 2010 Budget Workshop

October 4, 2010 Regular Meeting

DPW Vehicle Purchases

Consideration to purchase two (2) pickup trucks and one (1) dump truck for the Water and Sewer Division of the Public Works Department.

Award of Bid – Tom Varn Park Volleyball - PR2011-01

Consideration of bid award to Ron Morse Tractor Service LLC for the not-to-exceed amount of \$13,166.08 for #57 Rock and to Ernest Dewitt Gay Inc., for the not-to-exceed amount of \$7,246.08 for Beach Sand and approval of the Mayor to sign the respective Agreements.

Council Member Bradburn, concerning Item 2, asked, of the three vehicles, if the 2nd F-250 is carrying heavy equipment, what the 1st F-250 will be carrying. Director of Public Works Richard Radacky indicated they do the same thing for different divisions and they are needed.

She then asked, concerning Item 3, if the bid is just for material. Director of Parks, Facilities & Recreation Mike Walker indicated staff will be doing the work.

Council Member Bernardini asked what will happen to the Dodge referenced in Item 2. Director of Public Works Richard Radacky indicated the Dodge will be surplus, which was discussed.

Council Member Pierce, asked if the Payment and Performance Bond and contract could be waived and just issue a purchase order instead of a contract since it is for materials only. City Attorney Rey indicated it is based upon what was specified in the bid document.

Motion:

Motion was made by Council Member Pierce and seconded by Council Member Bradburn for approval of Consent Agenda. Motion carried 4-0.

REGULAR AGENDA

Flagstone Pavers Tax Exempt Status Update

Update on employment status requirements of Flagstone Pavers' Tax Exempt Status.

Director of Community Development Bill Geiger reviewed the issue and Council's options. The parameters and statutes were discussed. Director Geiger indicated that during the boom Flagstone Pavers fully intended to meet the objectives set by Council

Council Member Pierce indicated he would like to see the business granted the intended exemptions regardless of the number of employees.

Council Member Bradburn reviewed the intent of the incentive. She indicated that because they provided some jobs they should be allowed some exemption but not the full percentage. Director Geiger reviewed the percentage.

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Dennis Wilfong spoke on behalf of Flagstone Pavers, explaining the economic distribution of the different businesses. Mayor Burnett expounded on the economy and felt Flagstone Pavers would have exceeded the requirements had it not been for the economy. Council consensus was to reduce the exemption to fifty-percent (50%).

Mayor Burnett asked for public input.

Dennis Wilfong indicated Flagstone Pavers participates in many events sponsored by the City. He agreed with Council Member Pierce that Council should not be people police.

Council Member Bradburn recommended postponement until the next agenda. Council concurred.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Pierce for abeyance to the next agenda. Motion carried 4-0.

Energy Systems Group (ESG) - Investment Grade Audit

Presentation of Final Report of Investment Grade Audit and discussion for project next step.

Chris Summers of ESG reviewed the final Investment Grade Audit Report as provided in Council's packets. They recommended six projects as follows:

- City Hall A/C System Upgrade
- City Hall Roof Replacement
- Walking Trail Lighting Upgrade
- Water Meter Replacement
- Public Works HVAC Replacement
- Public Works Warehouse Lighting Replacement

He further reviewed project costs and stressed that no capital funds out of the City will be required.

The next step will be to move forward with an agreement.

Council Member Pierce asked for confirmation that the water meter project will fund the project for the most part. Mr. Summers confirmed and indicated there is a plan in place to track savings. Council Member Pierce would like to see the contract just for the City Hall roof, meters and City Hall A/C upgrade.

Council Member Bernardini indicated all these projects were known to save money upon replacement. He agreed with Council Member Pierce on the three projects.

Council Member Bradburn felt the Public Works HVAC replacement to be important as well as the walking trail lighting. She recommended a phase-in educational period for the water meter installation. She was in support of the entire project.

Mayor Burnett advised staff could have done this analysis but it would not have been time efficient. He felt this to be a great opportunity to take care of six projects that need to be done.

City Manager Norman-Vacha indicated \$187,897 would be the return to the City if the three projects alone were done. She reiterated that there is no capital coming from the City to pay for these projects.

Council Member Bradburn reiterated what Council Member Johnston had stated the last time this item went before Council regarding financing arrangements and a guarantee the company would make up the difference should the realized energy savings fall short.

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Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Pierce for approval of an agreement to proceed with all six projects. Motion carried 3-1 with Council Member Bernardini voting in opposition.

City Manager Norman-Vacha stated staff will return with financing, the audit report and the next step to move forward with these projects.

City Attorney Rey indicated the package will include the guaranteed savings contract, the actual financing statement, the State term piggyback contract mechanism and proposed language. Part of the exhibit documents is the Investment Grade Audit as approved this evening.

Ordinance No. 817 – Economic Development

Consideration of approval of an Ordinance setting forth guidelines and criteria to implement the tax exemption referendum included on the August 2010 Primary Election Ballot.

City Attorney Rey reviewed the ordinance to implement the Tax Abatement Program, stating the Enterprise Zone and target industry offered under separate economic development statutes, is compatible with the County's ordinance and provides for certain policy decisions to be set forth by resolution so that as the budget changes Council can reconsider a resolution that sets forth caps for incentives. The ordinance is designed to implement the ad valorem tax exemption and sets forth particular guidelines for impact and permitting fees, which would have to be funded through General Revenue dollars if granted as an incentive.

Director of Community Development Bill Geiger indicated it is another tool in place to offer incentives to multiple businesses interested in locating to the City of Brooksville. The level of incentive will be granted fairly to each business, allowing for flexibility. Incentives will have to be budgeted due to deferment on impact and permit fees. Dennis Wilfong stressed the importance to offer incentives to new businesses.

City Attorney Rey indicated the ad valorem tax exemption requires a minimum of ten (10) or more employees.

Council Member Bradburn advised it would be good to have examples of what other cities and counties offer new businesses. City Attorney Rey indicated much of it is statutorily driven with certain elements authorized specifically for counties only, but this ordinance reviews the different incentives and amounts are set and objectives are tied in by resolution, which will be forthcoming.

Council Member Bradburn stated the ordinance expands upon what makes a company eligible or requirements to become eligible. There are multiple statutes that guide this program and its competitive nature. Review of an applicant does not start at the maximum incentive being granted as there is negotiated play. She is concerned that there is an inference in the language that does not clearly state that. There could be misconceptions if not corrected. She is also concerned that there is some flexibility if the maximum incentive is not offered then they can appeal to a political council. She advised to clarify with stronger language in this and all related documents.

Council Member Bradburn referenced the business development area is not in any particular order, although it is not just the city limits but the service utility area, which does not coincide with BDA. She asked the number of hours for an equivalent full-time job. City Attorney Rey replied the full-time equivalence (FTE) has a statutory definition of forty (40) hours. Council Member Bradburn stated there is conflicting language, such as a section that states the wage will be equal or greater than the average but in another section it states a hundred and fifteen percent (115%). She stated this tool should be an enticement for higher wages but instead gives the impression of lower wages. Council Member Bradburn asked if aviation is allowed in the City. Director Geiger will verify the specifics on aviation mentioned in the Comprehensive Plan. She advised educational entities should also be included. She also referenced a paragraph at the bottom of page 5 that should be moved to Section

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4; "...to identify and define specific or targeted areas within the City or city service areas where new industrial and business development should be promoted or where City based incentives are provided". She also advised encouraging a partnership with the "Visit Florida" Department of Agriculture.

Council Member Bradburn next addressed opening credit cards for promoters and advised language with limitations especially for entertainment. She surmised the ordinance has a good framework but needs refinement. She will pass her notes to staff.

City Attorney Rey stated some of the specific industries mentioned are listed as examples of target industries, but Council has a choice to specify types of industries, including education. She stated policy positions can be customized should City Council want to focus its economic development effort. However, Section 5, ad valorem tax abatement and exemption is the actual verbiage of the referendum question. Council Member Bradburn debated it was done in a condensed fashion for referendum purposes and does not restrict expanding this language in this document or other documents. She reminded Council Members when originally promoting this a decade ago she was cautious of the extent of generosity provided. City Attorney Rey offered that there is a provision that allows for adopting a resolution to implement parameters with which the City Council has to work. Council Member Bradburn advised she does not want a document that is too stringent and does not allow flexibility for potential problems or opportunities in the future. She indicated there will be more discussion regarding references to bonds.

Council Member Pierce asked if the referendum locks in creating ten (10) jobs. City Attorney Rey confirmed the ten (10) or more jobs up to a hundred percent (100%) for the ten (10) years are the parameters that were set in the referendum question approved by the voters. Council Member Bradburn clarified it is up to a hundred percent (100%) if someone had less jobs and then there is a separate section for the Enterprise Zone.

The first reading of the ordinance was postponed to the next Council Meeting.

CITIZEN INPUT

Mayor Burnett asked for public input.

Kojak Burnett

He commented on several Council actions taken tonight.

ITEMS BY COUNCIL

T. Jennene Norman-Vacha, City Manager

Council Meeting Reminders

City Manager Norman-Vacha reminded Council next Tuesday at 6:00 p.m. March 29th there will be a Fire Assessment Workshop and the next regular meeting is scheduled on April 4th.

Emory Pierce, Vice Mayor

Seminar for Newly Elected Officials

Council Member Pierce attended the seminar and got a lot of new information including advertisement of staff meetings as this falls under the Sunshine Law.

Joe Bernardini, Council Member

Requests for Financial Support

Council Member Bernardini requested it be included where the money is coming from on these types of agenda items such as the request for the Blueberry Festival.

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City of Palm Bay

He recently saw on the news that Palm Bay is buying gas futures for a good rate at millions of dollars in savings.

City Manager Contract

He asked for clarification as to when the evaluation process should be taking place. City Attorney Rey stated the existing contract provides for an evaluation at the anniversary date of June 7th however after the last meeting the motion to propose an amended contract included a revision so that the evaluation would occur not less than ninety (90) days prior to contract renewal. The next cycle would be in January of 2012. City Manager Norman-Vacha stated the amended contract should be ready for the April 4th meeting.

Public Information Requests by Council Members

He referenced Council Member Pierce's memorandum stating the process of getting most information about city business is cumbersome and unacceptable as most employees are reluctant to give public records type of information without routing it through the City Manager. He stated he also has the same problem with requests for general public information. He explained it is a cumbersome and timely process for him since by the time the request gets to the employee providing the information it is not what he asked for.

Mayor Burnett, in lieu of a workshop, requested each Council Member set up an appointment to speak with the City Manager regarding concerns they have with her. Council Member Bernardini concurred.

Lara Bradburn, Council Member

Enrichment Center/Special Needs Shelter

Council Member Bradburn asked for an update on construction of the building after Council direction.

Parks Director Walker indicated there was another meeting today and a final drawing was provided. He indicated the two (2) windows that were discussed with Ms. Druzbeck and promised to be put back in on the north side were not included on the plan due to budget constraints, but they have added windows in the two (2) doors on the north side of the building.

Council Member Bradburn asked for delivery confirmation of the county's \$100,000 contribution for the special needs shelter; other contributions include \$600,000 each from federal and state funds and \$700,000 plus of city goods and services. She stated that there needs to be a stop work order on the project until the windows are delivered as Council approved.

Director Geiger stated there have been three (3) fundamental changes to the original plans; windows were taken out on northern exposure, larger windows planned for the east and west exposure has been broken down into individual windows on the top and bottom floors along with replacing flexible duct work with duct board. He indicated these are the only changes that have been made to the contract documents which does not affect the structural integrity of the building to meet the requirements for a special needs shelter, but it does affect the esthetic portion of the northern exposure visually. He stated during committee meetings the budget was reevaluated for windows and the final decision was that there are not enough funds. Parks Director Walker pointed out furniture is not coming out of grant funds but the construction project, which includes windows. He stated an ideal shelter would not have any windows. Council Member Bradburn disagreed.

Council Member Bernardini stated when Council gives direction and it is not followed then a request should come back stating they are not able to fulfill that direction and ask to proceed.

Mayor Burnett suggested directing the City Manager to stop the project and have Ms. Druzbeck come before City Council for an update.

REGULAR COUNCIL MEETING MINUTES – MARCH 21, 2011

City Attorney Rey referenced the contract and stated the approach has been a cooperative effort and the City has to accept the final completion of the project. She also stated the contract does provide that the Enrichment Center is to retrofit the structure to meet the purpose of a special needs shelter. She will re-review the contract terms to determine if Council is within its rights to issue a stop work order.

Council Member Bradburn stated she asked questions about this a month ago and there seems to be issues that come up on a daily basis and the City signs off on it. She is not certain whether Council changes could be done at this point.

Council Member Bernardini stated the window changes was not only for esthetic purposes but for safety purposes and “peep holes” on the north side is not what Council had in mind.

The City Manager and City Attorney will consult with ECI and if concerns cannot be addressed then an emergency meeting will be called. City Manager Norman-Vacha indicated there is a project deadline of April 30th for funding.

Council Member Bernardini advised project deadlines can be extended due to an issue during construction. City Manager Norman-Vacha advised windows can still be addressed but to stop the project until the next Council Meeting could cause hardship. She asked Council to concur that the only issue at this time is the windows. Council Member Bernardini stated there were other issues that were discussed. Council Member Bradburn confirmed with Parks Director Walker that the elevator is back in the plans but the Bard wall air conditioning units are not in the plan and have gone back to the original split system.

Council Member Bradburn asked if there was any further information from Chris Summers on energy cost savings. City Manager Norman-Vacha stated she will follow up with him tomorrow and stated the Bard system was more costly than the original split system.

Council Member Bradburn stated her stand on the issue; windows ease fear in a building during a storm and natural light enhances the occupants' demeanor.

Frankie Burnett, Mayor

Florida League of Mayors

Mayor Burnett had the opportunity to go to Tallahassee during a legislative session and met with the State Senators and State Representatives. He will distribute a memorandum to each Council Member with recommendations from the Florida League of Mayors.

Bike to Work

He stated last Friday was Bike to Work with the Mayor event and commended City employees, citizens and his family members who participated. He stated it is a health benefit to exercise.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 9:55 p.m.


City Clerk

Attest: _____
Mayor

3/19/12

**CITY OF BROOKSVILLE
WORKSHOP
COUNCIL CHAMBERS
201 HOWELL AVENUE
MINUTES**

March 29, 2011

6:00 P.M.

Brooksville City Council met in workshop session with Mayor Frankie Burnett, Vice Mayor Joseph E. Johnston, III, Council Members, Joe Bernardini, Lara Bradburn and Emory Pierce present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Interim Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present.

The meeting was called to order by Mayor Burnett.

FIRE ASSESSMENT

Review and discussion of the proposed Fire Assessment

Fire Chief Tim Mossgrove stated the creation of the Fire District was in 2004 and adopted by Ordinance Number 682. There have been recent discussions, starting in March 2010, when staff presented Council with viability of rates based on a demand-for-service type model for the methodology that could be utilized. Council decision at that time was to not adopt the model.

In February 2011 staff presented compression and expansion of some categories as requested by Council and also included an alternative method by Mark Lawson of Bryant, Miller and Olive. He described this method as a fixed and variable, readiness to serve and simplified approach to Fire Service. There was further discussion on March 7th wherein Council requested additional information after that meeting; i.e., type of equipment, how the Fire Department responds, protocol, etc. and stated the packet includes responses to Council Member Pierce's questions. He briefly reviewed the staff report and asked for direction from City Council.

Council Member Bernardini voiced his opinion about the assessment but was uncertain of which way to go. He does not want to waiver from the ad valorem process currently in place but felt churches and schools should pay. He liked the recent presentation from Mark Lawson but still views it as a tax, even though it is being presented as an assessment fee.

Council Member Pierce stated fire engines respond to nursing home patients needing transport for medical purposes along with other types of units. Fire Chief Mossgrove explained that Squad 61 is staffed to assist on a first response medical call or similar. He further elaborated that a fire engine is also warranted depending on the call type that is received for that facility. Council Member Pierce stated internal efficiencies could be improved. He requested the Fire Department give a directive or Memorandum of Understanding for Council approval that limits the number of times a fire engine is sent to a nursing home with sprinklers when there is no indication of a fire to transport for basic life support.

FIRE ASSESSMENT WORKSHOP MINUTES

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Chief Mossgrove indicated that since 2008, when the Fire Department entered into an automatic aid agreement with the county, it does not matter what type of call it is. The closest unit responds, working with centralized dispatch through the Sheriff's Office. All parties of the agreement meet at least twice a year to discuss protocol, response types and efficiency. He indicated that prior to 2008 the Fire Department would send three (3) engines with lights and sirens but that has been streamlined. Council Member Pierce advised he would like to see the most efficient vehicle to transport medical personnel.

Council Member Pierce also indicated he does not want to waste any more staff time trying to come up with other ways to charge people who are tax exempt. He asked about the minimum amount and asked for a list of the parcels that pay no ad valorem.

City Attorney Rey indicated that under the standard professional assessments it has to benefit property, it has to be proportionate and not arbitrary and it is unconstitutional to pick or choose whom the special assessment applies. The methodology used in the demand based system that was the foundation for the last proposed amounts has been to the Supreme Court and been adopted as meeting constitutional and statutory muster for special assessments. The statute does allow for an alternative methodology, but has to meet standard criteria.

Council Member Pierce indicated he supports an independent fire department as it serves the citizens of the City of Brooksville well.

Council Member Bradburn strongly believes all should pay something and that those who do should not bear the burden of those who do not pay taxes. She agreed that efficiencies need improvement. She pointed out the Brooksville Fire Department has the best response times in the county and best ISO ratings with lower rates than the county.

Council Member Johnston indicated, despite the memorandum from legal that says the City is not obligated to provide fire services, it is not Council's desire to eliminate the Fire Department as it is a governmental function for its citizens. The question is how to fund the fire budget. He agreed with Council Member Bradburn that everyone should be paying something. The Bryant, Miller and Olive scheme would be a better manner of funding, even with the \$30,000 up front; he felt it has the potential to be a much better model than what is currently being used. However, it should be left for a larger city to initiate the process. His opinion is to keep the ad valorem tax for now. He clarified this is another method of funding the budget and making everyone pay their fair share instead of basing it on the valuation of property.

Mayor Burnett felt the city should take leadership on this subject and he will always support keeping the Fire Department. He felt as well that all should pay something and the process needs to start somewhere. He asked that Council make a decision to give staff direction during the budget cycle.

Council Member Bradburn stated she agreed with Vice Mayor Johnston in that \$30,000 for a study of this magnitude is not unheard of. She feels it is a risk if the finished product will not be usable but it seems to be right in line with her intention of everyone pays a base fee and then the differentials in property are implemented. She did not like last year's approach

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because it charges the same rate to homes that would require a fraction of the response units and personnel than a larger home. She suggests we look at what other states are doing. She feels this could be a missed opportunity to pave a new and innovative way of implementing the fire assessment.

Council Member Bernardini cautioned there are unknown costs associated with the study and he is not willing to gamble with taxpayer money.

Council Member Bradburn stated the average taxpayer is paying for others and she cannot support that.

City Manager Norman-Vacha reminded Council that the contract with Bryant, Miller and Olive states if it is appealed and it does not get validated then the City does not pay.

Mayor Burnett indicated he would like each Council Member to address questions as outlined to give staff direction for the April 4th Regular Council Meeting.

1. Does the City Council desire for the City of Brooksville to provide fire protection and rescue service? Council concurred; yes.
2. If the City of Brooksville wants to continue to provide fire protection and rescue services, what is the method for service delivery desired? Council concurred; A.) Existing internal department.
3. If the City of Brooksville wants to continue to provide fire protection and rescue services, how does City Council desire to fund the cost for service delivery? Council Member Bradburn stated there is no support for the new study and the old ad valorem system does not work; Council Member Pierce, Vice Mayor Johnston and Council Member Bernardini all support A.) General fund revenues, including ad valorem taxes only until a new system is proven.
4. If the City of Brooksville wants to continue to provide fire protection and rescue services and desires to fund these services by special assessment, in full or in part, which methodology alternative does City Council desire to pursue? Vice Mayor Johnston stated it is currently not applicable but eventually it would be B.) Simplified but comprehensive apportionment methodology.

Council Member Bradburn asked for clarification from City Attorney Rey that there could be a special assessment in part. City Attorney Rey explained it is similar to the approach chosen last year where the special assessment was designed and funded but only for a portion of the cost for the Fire Department. Council Member Bradburn asked if there could be a special assessment with a flat fee. City Manager Norman-Vacha stated there is no current methodology that allows for a flat fee. She advised the alternative method is closest to that and pointed out that it could be partially funded by both a special assessment and ad valorem.

Vice Mayor Johnston suggested charging every parcel in the City of Brooksville a \$50 flat fee similar to an ERU for standby capacity for fire service. City Attorney Rey advised it could be done as long as the standard is fair and reasonably apportioned across all the parcels that will be assessed or receive the benefit to property.

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City Manager Norman-Vacha explained the Bryant, Miller & Olive proposal is a different way of looking at methodology than the current demand for service, which is based on calls and call-volume, therefore this methodology cannot be applied. She stated Mr. Lawson's approach should be questioned for fairness.

City Attorney Rey reiterated it all depends whether or not the \$50 fee can be deemed fair and reasonably apportioned to parcels receiving the benefit to property. She stated the Statute conflicts with the demand-based model that was presented for the Special Assessments and Bryant, Miller & Olive, as both are alternative methodology. She gave examples; take the cost of the Fire Department and divide it up by square foot or road frontage that would create a cent per square foot, a flat rate, to be applied across all parcels which would be allowed under Statute, or take the cost of the Fire Department and divide it up equally among the parcels in the City of Brooksville so that the flat rate per parcel funds the department then the legal foundation would be is that fee fair and reasonably apportioned to the parcels for the benefit it receives.

Council Member Bradburn stated ad valorem tax is based on the value of property but a flat fee would be applied to each parcel adjusting the tax bill by that amount.

Vice Mayor Johnston further clarified that the \$50 per parcel fee in the City of Brooksville would raise \$100,000 for example, then the millage rate would be reduced to fund the Fire Department by whatever amount would be close to equal to \$100,000; it is the same amount of money but everyone is now paying something. He questioned how to legally justify applying a flat fee amount. City Attorney Rey explained it is comparable to solid waste assessment, which is a flat fee based on a usage calculator per parcel. If there were a methodology that took the cost of that funded portion of the department and created a flat fee across all parcels that would benefit by that service then it would be legal. However, an arbitrary number applied across all parcels to reach an amount to be funded in the budget would not be legal.

City Manager Norman-Vacha stated the proposed rate for single family was \$150 in the current methodology that is demand based if Council desires to fund a third of the Fire Department budget.

Vice Mayor Johnston stated he is unclear of the reason for a \$64 per parcel rate difference between the County's vacant unimproved land and the City's by using on-demand methodology. City Manager Norman-Vacha explained the County being more rural has a different type of applying costs and suggested further review of the differentiation between residential and commercial as it pertains to demand for service methodology. She stated the Miller, Bryant and Olive proposal has a base fee solely based on readiness to serve but that approach does not fit demand for service methodology.

City Attorney Rey again referenced the Statute; apportioned by front or square footage of each parcel or through an alternative method provided that method is not in access of the proportionate benefits to the particular parcel being benefited. She pointed out \$50 per parcel has to be justified by applying this same rate to all parcels equally under a special assessment authority.

FIRE ASSESSMENT WORKSHOP MINUTES

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Council Member Bradburn disagreed and reiterated that by applying an ad valorem method not everyone is paying. By applying a flat fee, that insures everyone is paying.

Council Member Bradburn stated as the ad valorem revenue decreases so does the Fire Department budget proportionately and is concerned whether the necessary service can still be delivered.

Council Member Bernardini advised against lowering taxes any further and not eliminating basic services.

Jason Sager stated he pays ad valorem tax as a taxpayer and property owner and does not agree with a new way to fund fire services. He wants to know how much the ad valorem rate would have to increase to fund the Fire Department budget. He stated a legal precedent can be overwritten by a legislative action. He does not support the Miller, Bryant and Olive proposal and views it as their ulterior motive to market this to other fire districts throughout the State of Florida. He suggested a more prudent approach would be to present it to the legislative delegation to come up with a solution to this problem instead of being forced to go to the Supreme Court. He would like to know his options as a taxpayer. He would be willing to pay higher taxes for fire protection.

Council Member Bradburn indicated the public will be given as much information as possible going through the process this summer. She pointed out numerous attempts have been made to have these issues addressed legislatively to no avail.

Council Member Pierce asked how much would a tenth of a mill increase in the ad valorem tax rate generate in additional revenues.

Finance Director Baumgartner stated he would have to get back to Council with an exact number. He stated in 2010 a mill was \$414,776 but in 2009 it was approximately \$500,000; a tenth of a mill would be \$41,000. The MBNA audit is almost complete and he noted, based on the current millage rate at 6.37, that tax revenue at 95% three (3) years ago would be \$930,000 more, compared to today. He stated the problem cities across the State of Florida are addressing is up to a 45% decrease in property values. Hernando County has a 40% decrease, indicating another challenging budget year, but State revenues have improved in the last couple of years. Council Member Bradburn confirmed it is \$3 million dollars less in three (3) years.

Vice Mayor Johnston pointed out more detailed information will be provided during the budget cycle process.

Mayor Burnett encouraged the public to participate in the budget process to understand Council's goals and advised it is going to be a challenging budget year.

Council Member Bernardini advised there has not only been complaints on the number of personnel/equipment responding on fire calls but also on police calls. He views this as a management problem that could easily be solved by releasing unnecessary personnel from the scene as appropriate.

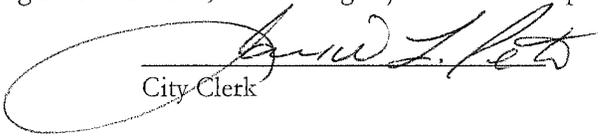
FIRE ASSESSMENT WORKSHOP MINUTES

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Council consensus was to stay on track as is but keep looking for a methodology for implementation.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 7:23 p.m.


City Clerk

Attest: _____
Mayor



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR *[Signature]*
STEVE BAUMGARTNER, FINANCE DIRECTOR *[Signature]*

SUBJECT: FLAGSTONE PAVERS, INC., AD VALOREM TAX ABATEMENT

DATE: MARCH 19, 2012

GENERAL SUMMARY/BACKGROUND: In 2006, property owned by Flagstone Pavers, Inc., was annexed into the City. At the time of annexation, improvements were being made to the property that included the addition of a new production plant, maintenance building and office facility. The property owner submitted an application for the ad valorem tax exemption in 2006. However, since the property was just annexed into the city and the improvements were completed in the 2006 calendar year, city tax assessments for the improvements would not be applied until the 2007 tax year (due to the one-year lag time in the value being added to the tax rolls). Therefore, the property owner was advised to apply for the exemption in the following tax year. The property owner re-submitted the application to the City in 2009. The business is a Qualified Manufacturer pursuant to Section 196.012, F.S., and the business expansion completed in 2006 was projected by the Company to result in a net increase of thirty employees/jobs being added to the business and local work force. As per the Guidelines for Tax Abatement adopted by the City via Resolution No. 2003-02, the business was eligible to receive a 100% tax abatement on the value of the new improvements for the 1st through the 5th years, and a 75% tax abatement on the value of the new improvements for the 6th through the 10th and final year.

At the public hearing to consider the Ad Valorem Tax Exemption application on September 21, 2009, the City Council approved Ordinance No. 777 (Attachment 1) to implement this tax abatement request. Ordinance No. 777 required the Company to provide documentation to the City each year, during the term in which they are receiving the tax abatement that demonstrates that they are maintaining at least 26 additional employees (above the base year amount). The Company had a base number of 40 employees in 2006 prior to the improvements constructed on the property, and was required to have at least 66 employees in order to maintain the level of exemption established by the Ordinance. The information provided by Flagstone Pavers to the City for the 2010 term indicated that the Company's employment was at 45, which was an increase of 5 employees over the original base number of employees (21 jobs less than required).

The Guidelines adopted by City Resolution No. 2003-02 establish a baseline increase of at least 10 new jobs/employees in order for a Qualified Manufacturing business to be eligible for receiving, or continuing to receive a tax abatement incentive.

SUBSEQUENT CITY COUNCIL ACTION: This item was reviewed and debated by the City Council at meetings on March 21, 2011 and April 4, 2011. At the April 4, 2011 meeting, direction was given to staff to modify the 100% provision in Ordinance No. 777 to 80%, with the understanding that the City would continue to review the number of jobs being produced and maintained by the business on an annual basis.

The City Council approved Ordinance No. 777-A (Attachment 2) on May 16, 2011, providing for the reduction in the benefit provided in Ordinance No. 777, from 100% to 80% for the next three years, and continues the 75% abatement for the remaining five years after that.

ANNUAL REVIEW AS PER ORD. NO. 777-A: Flagstone Pavers submitted their annual DR-418 form with documentation from their Florida Department of Revenue Quarterly Employer's Report verifying that the Company had 48 employees as of December 31, 2011. This represents three additional employees over what the company had at the end of 2010.

In consideration of discussion and action taken by the City on this topic last May, it is recommended that the incentive provided via Ordinance No. 777-A be continued.

BUDGET IMPACT: The Hernando County Property Appraiser estimated that the 2012 City tax revenue reduction, in granting the exemption at 80% of the value of the improvements made to the Flagstone Pavers' property, to be \$26,035 (as calculated using the 2011 adopted millage rate of 6.3700 mills). According to the Hernando County Property Appraiser's Office, their estimate of the total exempted values of the 2012 Economic Development Exemption for Flagstone Pavers at 80% is as follows: Tangible Personal Property (\$3,547,316); Real Property (\$539,764).

LEGAL NOTE: The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services. The City is authorized under Fla. Stat. §196.1955 to grant tax exemptions and Fla. Stat. §288.106 to financially participate in the total tax refund incentives as refunds become due.

STAFF RECOMMENDATION: Direct staff to communicate to the Hernando County Property Appraiser that the provisions of Ordinance No. 777-A continue to be valid.

ATTACHMENTS:

1. Ordinance No. 777
2. Ordinance No. 777-A

Attachment 1

Ordinance No. 777

ORDINANCE NO. 777

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, PROVIDING FOR QUALIFIED TAX ABATEMENT FOR UP TO TEN YEARS FOR THE EXPANSION OF A QUALIFIED MANUFACTURING BUSINESS ON PROPERTY OWNED BY FLAGSTONE PAVERS, INC., LOCATED AT 9070 OLD COBB ROAD, BROOKSVILLE, FLORIDA 34601-9300; PROVIDING THAT THE EXPANSION OF THIS BUSINESS HAS CREATED THIRTY AND MUST MAINTAIN A MINIMUM OF TWENTY-SIX ADDITIONAL FULL-TIME JOBS; PROVIDING A SUMMARY OF THE ESTIMATED VALUES AND PROPOSED ABATED TAX REVENUE; PROVIDING FOR RESTRICTIONS, CONDITIONS AND TERMINATION; PROVIDING FOR THE EXEMPTION THROUGH THE HERNANDO COUNTY PROPERTY APPRAISER; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the voters of the City of Brooksville passed a referendum on March 14, 2000 authorizing the City Council to grant conditional economic ad valorem tax exemptions to new and expanding businesses; and

WHEREAS, the City Council finds that the granting of a conditional ad valorem tax exemption to FLAGSTONE PAVERS, Inc., an expanding Qualified Manufacturing Business located within the City of Brooksville, is in the best interest of the citizens of Brooksville by virtue of said business establishing jobs and promoting positive economic development within the incorporated area of Brooksville; and

WHEREAS, the City Council finds that the expanded business satisfies the requirements of Chapter 196, Florida Statutes, as well as adopted guidelines of the City of Brooksville to implement the provisions of said Statute; and

WHEREAS, the City Council has carefully considered the Hernando County Property Appraiser's report and has determined that the information contained therein does not present a basis for denying the exemption and that the application satisfies the requirements of City Council Resolution 2003-02.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AS FOLLOWS:

SECTION 1. FLAGSTONE PAVERS, Inc., whose expansion of a Qualified Manufacturing Business located at 9070 Old Cobb Road, Brooksville, Florida, meets the definition of "Expansion of an existing business" as stipulated by Chapter 196, Florida Statutes and City of Brooksville Resolution No. 2003-02, and is hereby granted a conditional tax exemption for qualified improvements constructed thereon and completed in calendar year 2006 in the amount of one hundred (100) percent of the assessed value of the improvements to real and tangible personal property as listed in the application dated November 14, 2006, for a period of five (5) years, beginning January 1, 2009 and ending December 31, 2013; and in the amount of seventy-five (75) percent of the assessed value of the improvements to real and tangible personal property as listed in the application dated November 14, 2006, for a

period of five (5) years, beginning January 1, 2014 and ending December 31, 2018.

SECTION 2. The improvements deemed eligible for the ad valorem tax exemption, must be in accordance with the application submitted by FLAGSTONE PAVERS, Inc., dated November 14, 2006, and the applicant's business at the subject location must maintain at least twenty-six (26) additional full-time, permanent jobs during the exempt period.

SECTION 3. FLAGSTONE PAVERS, Inc., shall submit an annual report on or before March 1st of each year that an exemption is being requested to the City of Brooksville regarding compliance with the requirements of this Ordinance and adopted City Guidelines, and shall submit annual applications (on DR Form #418) in order to be eligible to maintain the tax exemption for the period of time specified in this ordinance.

SECTION 4. The total amount of ad valorem tax revenue for the City in the 2009 fiscal year is estimated to be \$3,287,977.00 based on the TRIM notice at 7 MILS; the total amount of revenue lost for the 2008-2009 fiscal year because of the economic development ad valorem tax exemptions currently in effect is \$0.00; and the amount of estimated revenue which would be lost to the City of Brooksville for the 2009-2010 fiscal year attributable to this exemption is \$28,879.00 (@ 6.0690 Mils), or assuming no change in taxable value or city millage, \$252,690.00 over a ten (10) year period.

SECTION 5. The City Council may, by ordinance, terminate or amend this exemption upon a finding that the expanded business has failed to maintain at least twenty-six (26) additional full-time, permanent jobs, or upon findings that the requirements of this Ordinance, City of Brooksville Code or guidelines (as may be amended), or Florida Statutes with regard to ad valorem tax exemption, are not satisfied.

SECTION 6. This Ordinance shall be forwarded to the Hernando County Property Appraiser, who will apply this exemption to the City's millage assessment for improved real and tangible personal property on the subject parcel (parcel key #00945936) in accordance with this ordinance. The City will notify the Property Appraiser's office if the exemption for the property no longer qualifies in the future.

SECTION 7. Conflict. Any ordinance or code of the city, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

SECTION 8. Severability. In the event that any portion or section of this ordinance is determined to be invalid, unlawful or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance, which shall remain in full force and effect.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

ADOPTED IN REGULAR SESSION THIS 23rd DAY OF September, 2009, A.D.

CITY OF BROOKSVILLE

ATTEST:

Janice L. Peters, City Clerk

Joe Bernardini, Mayor

PASSED on First Reading September 9, 2009

NOTICE Published on September 13, 2009

PASSED on Second & Final Reading September 23, 2009

VOTE OF COUNCIL:

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

Bernardini	<u>AYE</u>
Bradburn	<u>AYE</u>
Johnston	<u>AYE</u>
Lewis	<u>AYE</u>
Pugh	<u>AYE</u>

Thomas S. Hogan, Jr., City Attorney

Attachment 2

Ordinance No. 777-A

ORDINANCE NO. 777-A

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING ORDINANCE NO. 777 WHICH PROVIDED A TAX ABATEMENT FOR UP TO TEN YEARS FOR THE EXPANSION OF A QUALIFIED MANUFACTURING BUSINESS ON PROPERTY OWNED BY FLAGSTONE PAVERS, INC., LOCATED AT 9070 OLD COBB ROAD, BROOKSVILLE, FLORIDA 34601-9300; AMENDING SECTION 1 OF SAID ORDINANCE BY REDUCING THE LEVEL OF TAX EXEMPTION PROVIDED BY SAID ORDINANCE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Qualified Manufacturing Business has not been able to sustain the number of employees required to maintain a tax exemption at the level adopted by local policy in Resolution No. 2003-02; and

WHEREAS, the City Council finds that granting a conditional ad valorem tax exemption to FLAGSTONE PAVERS, Inc., an expanding Qualified Manufacturing Business located within the City of Brooksville, continues to be in the best interest of the citizens of Brooksville by virtue of said business establishing jobs and promoting positive economic development within the incorporated area of Brooksville; and

WHEREAS, the City Council will continue to annually review the number of jobs provided by the Qualified Manufacturing Business to determine future year benefits under the Ad Valorem Tax Exemption Program.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, THAT:

ARTICLE I. AMENDED PROVISIONS. Section 1. of Ordinance No. 777 is hereby amended as follows:

SECTION 1. FLAGSTONE PAVERS, Inc., whose expansion of a Qualified Manufacturing Business located at 9070 Old Cobb Road, Brooksville, Florida, meets the definition of "Expansion of an existing business" as stipulated by Chapter 196, Florida Statutes and City of Brooksville Resolution No. 2003-02, and is hereby granted a conditional tax exemption for qualified improvements constructed thereon and completed in calendar year 2006 in the amount of eighty (80) percent of the assessed value of the improvements to real and tangible personal property as listed in the application dated November 14, 2006, for the remaining three year period, beginning January 1, 2011 and ending December 31, 2013; and in the amount of seventy-five (75) percent of the assessed value of the improvements to real and tangible personal property as listed in the application dated November 14, 2006, for a period of five (5) years, beginning January 1, 2014 and ending December 31, 2018.

ARTICLE II. Conflict. Any ordinance or code of the city, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

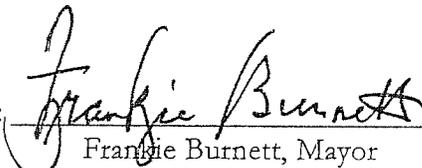
ARTICLE III. Severability. In the event that any portion or section of this ordinance is determined to be invalid, unlawful or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance, which shall remain in full force and effect.

ARTICLE IV. Effective Date. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

ADOPTED IN REGULAR SESSION THIS 16th DAY OF May, 2011, A.D.

CITY OF BROOKSVILLE

Attest: 
Janice L. Peters, CMC, City Clerk

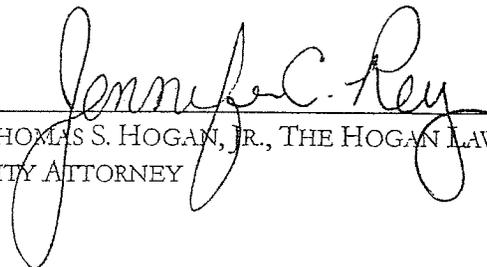
By: 
Frankie Burnett, Mayor

PASSED on First Reading May 2, 2011
NOTICE Published on May 6, 2011
PASSED on Second & Final Reading May 16, 2011

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

VOTE OF COUNCIL:

Bernardini AYE
Bradburn AYE
Burnett AYE
Johnston AYE
Pierce AYE


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



**CONSENT AGENDA ITEM
 MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*
FROM: TIMOTHY MOSSGROVE, FIRE CHIEF *Timothy Mossgrove*
SUBJECT: CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY.
DATE: MARCH 19, 2012

GENERAL SUMMARY/BACKGROUND: The City of Brooksville received a letter dated February 22, 2012, from the Hernando County Board of County Commissioners (BOCC) (Attachment 1) indicating World Wide Aircraft Services d/b/a Jet ICU has submitted an application (Attachment 2) for a Certificate of Public Convenience and Necessity (COPCN) to serve within Hernando County.

Hernando County is requesting City Council review the enclosed application for Jet ICU to provide air medical services in Hernando County. The County seeks a letter from Brooksville City Council outlining any objections and or stating that there are no objections to their request for a COPCN; therefore recommending approval.

BUDGET IMPACT: There is no budgetary impact for the City of Brooksville.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const., and Fla. Stat. §166.011) to consider and take action on this matter. Pursuant to Fla. Stat. §401.25(2)(d), in issuing the certificate of public convenience and necessity, the governing body of each county shall consider the recommendations of municipalities within its jurisdiction.

STAFF RECOMMENDATION: Staff recommends that the City Council recommend to the County issuance of the COPCN to World Wide Aircraft Services d/b/a Jet ICU and to authorize the Mayor to sign a letter to the BOCC in support of the (COPCN).

ATTACHMENT: 1) Letter from BOCC dated 02/22/12
 2) Application

Attachment 1

Letter from BOCC dated 02/22/12

Board of County Commissioners
Hernando County
County Attorney's Office



Garth C. Coller, County Attorney
Jon A. Jouben, Senior Assistant County Attorney
Richard Appicello, Assistant County Attorney
Susan H. Blshop, Legal Administrator

20 N. Main Street, Suite 462
Brooksville, FL 34601
352-754-4001 Fax
352-754-4122

February 22, 2012

Chief Mike Nickerson
Hernando County Fire and Rescue
60 Veterans Avenue
Brooksville, FL 34601

Re: *World Wide Aircraft Services d/b/a Jet ICU*
Certificate of Public Convenience and Necessity

Dear Chief Nickerson:

We have received an application from Jet ICU, for a Certificate of Public Convenience and Necessity for air medical services in Hernando County. A copy of the application is attached for your review.

Hernando County Code Section 21-168 provides that the Board of County Commissioners will schedule a public hearing regarding the initial issuance of any certificate. In order to meet applicable deadlines for the public hearing, any comments or other response from your office must be received within two weeks of the date of this letter. Please advise if you have questions or concerns.

Sincerely,


Garth C. Coller

/pjb
Enc.

cc: Michael Honeycutt, President/CEO

Attachment 2

Application

**APPLICATION
FOR
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to Section 21-166, Hernando County Code of Ordinances, applicants for a Certificate of Public Convenience and Necessity must provide the following information. Please complete the form in its entirety. *Note: extra space is provided in number 14.*

1. Name and business address of owner or operator of the Advanced Life Support (ALS) or Basic Life Support (BLS) service, or proposed service:

WORLD WIDE AIRCRAFT SERVICES

dba. JET ICU

2561 RESCUE WAY

BROOKSVILLE, FLORIDA 34604

2. Name under which the applicant will operate: JET ICU

3. List names and addresses of all officers, directors, and shareholders of applicant:

MICHAEL HONEYCUTT – PRESIDENT / CEO

4. Territory which the applicant desires to serve:

HERNANDO COUNTY

number of vehicles 1 and brief description of each vehicle as indicated below:

Vehicle #1

Vehicle #2

Vehicle #3

- a. Type of vehicle:
- b. Make & Model:
- c. Year:
- d. Mileage:
- e. VIN:
- f. Aviation/Marine
Registration Nr.
- g. Passenger capacity:
- h. Size & gross weight:
- i. Identifying Markings:
- j. Color Scheme:

PLEASE SEE NUMBER 14 FOR FURTHER DETAILS

HERNANDO COUNTY
ATTORNEY'S OFFICE

2012 FEB 14 AM 10:12

RECEIVED

5. Location and description of each place from which applicant's service is intended to operate:

KBKV- HERNANDO COUNTY AIRPORT AS EITHER THE POINT OF ORGIN OR FINAL DESTINATION OF THE PATIENT. ALS INTERFACILITY TRANSPORT WITH ONE DESTINATION BEING THE JET ICU BASE OF OPERATION AT HERNANDO COUNTY AIRPORT, THE OTHER TO BE DETERMINED. AN EXAMPLE BEING HOSPITAL/NURSING HOME TO AIRPORT OR AIRPORT TO HOSPITAL/NURSING HOME. NO FIRST RESPONSE OR SCENE RESPONSE.

6. Training and experience of the applicant in the transportation and care of patients:

JET ICU IS AN INTERNATIONALLY AND DOMESTICALLY ACCREDITED FIXED WING AIR AMBULACE COMPANY THAT HAS HAD ITS BASE OF OPERATIONS AT THE HERNANDO COUNTY AIRPORT SINCE 2007. WE SPECIALIZE IN CRITICAL CARE TRANSPORT OF SICK AND INJURED PERSONS AND HAVE BEEN IN OPERATION SINCE 1993.

7. Names and addresses of three (3) county residents available as references:

a. Name:	Congressman Richard Nugent	Sheriff Al Nienhaus	Airport Director Donald Silvernell
b. Street:	16224 Spring Hill Drive	18900 Cortez Rd	16110 Aviation Loop Drive
d. City, St, Zip:	Brooksville, Fl 34604	Brooksville, Fl 34601	Brooksville, Fl 34604
e. Phone:	352-799-8354	352-754-6830	352-754-4061

8. In the event that the application shall be granted and prior to its effectiveness, applicant shall provide copies of public liability, property damage and malpractice insurance or a surety bond conditioned for the payment and satisfaction of any final judgment as required or provided for in this article and chapter 401, Florida Statutes.
9. Applicant certifies that it will provide continuous service on a 24-hour/day, seven-day-week- basis, and the minimum level of patient care rendered and/or available will always be advanced life support, with the exceptions of disasters or extraordinary circumstances, (advanced life support applicants only).
10. The applicant may provide any other information that the board deems necessary bearing on the applicant's capabilities, character, past experiences, or any other factors that indicate applicant's qualifications for issuance of a Certificate of Need.
11. During the past five (5) years, or other relevant time period, has the applicant or any of its officers, agents, or employees, been sued for any reason on account of rendering inappropriate care regarding BLS or ALS services? If so, please describe and indicate whether any judgments were rendered against applicant, its officers, employees, or agents and the amount of any such judgment.
12. Please list the name of each employee or applicant at the time of this application that will be providing BLS or ALS services under the Certificate of Need as indicated below:

Name	Date Employed	Certificate Held	Certificate Number
------	---------------	------------------	--------------------

PLEASE SEE NUMBER 14 FOR FURTHER DETAILS

13. State if during the last five (5) years, or other relevant time period, if applicant has received any disciplinary notices or actions from the Department of HRS for violation of any Florida Statutes or administrative rule regarding the provisions of BLS or ALS Services. For each violation or notice, please provide the outcome and the measures taken to correct the violation.

Violation or Notice	Corrective Actions
<u>N/A</u>	<u>N/A</u>

14. The space below is provided for additional information that would not fit in the space provided above. Please refer to the question number that you are responding to and attach to this application. You may attach additional sheets as necessary.

Number 4 Information to follow and will be provided upon acquisition of ground ambulance prior to state of ground ambulance operation
Number 12 Please see attached spread sheet with the information requested
Number _____
Number _____
Number _____

15. I/we have answered all questions truthfully and fully to the best of my/our knowledge.

By: _____

By: [Signature]

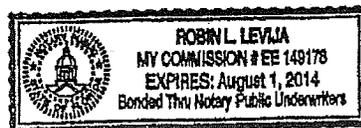
Printed name _____

Printed name Michael Honeycutt

STATE OF FLORIDA
COUNTY OF Hernando

Sworn to and subscribed before me this 10 day of February, 2012, by Michael Honeycutt, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public





Employees and private contractor with Jet ICU's medical department

Name	Date of Hire on	Certificate held	Certificate Number
Carlos Smith	May 18 2010	MD	ME 93609
Andrew Malbin	October 7 2005	MD	ME 35509
Matthew Howell	November 4 2010	MD	ME 105917
Namita Kedia	July 16 2010	MD	ME 956888
David Niles	May 18 2010	DO	OS 5288
Jason Johnson	July 16 2010	DO	OS 9347
Lisa Siewert	September 8 2010	PA-C	PA9103723
Heidi Dilworth	September 9 2009	RN	RN 9271037
Paul Addlestone	June 10 2010	RN	RN 9166212
Mary McCarthy	September 9 2009	RN	RN 3162902
James Byrns	September 9 2009	RN	RN 3399232
Eric Curran	September 9 2009	RN	RN 9183938
Kenneth Stone	September 9 2009	RN	RN 9245142
Cheryl Delany	May 18 2010	RN	RN 9226949
Tracy Pearce	June 11 2007	RN	RN 3127122
Kathy Stevens	October 7 2005	RN	RN 9243702
Matthew Woolley	October 7 2005	EMT-P	PMD 206319
Brian Hennessy	June 1 2009	EMT-P	PMD 971
Tyson Elledge	August 8 2007	EMT-P	PMD 201799
Robert Raymond	May 18 2010	EMT-P	PMD 201263
Jordon Gross	July 7 2011	EMT-P	PMD 512687
Crtstin Pritchard	July 7 2011	EMT-P	PMD 513658
Erick Logan	September 9 2009	EMT-P	PMD 201535
William Mayville	July 7 2011	EMT-P	PMD501252
Jeremy Sidlauskas	July 7 2011	EMT-P	PMD
Robert Hanson	July 7 2011	EMT-P	201101
Robert Smith	April 24 2008	RT	TT 9843



**AGENDA ITEM
MEMORANDUM**

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR
RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR
[Signatures]

**SUBJECT: CDBG WATER LINE/FIRE HYDRANT CONSTRUCTION
PROJECT - AWARD OF CONSTRUCTION BID NO. UD2012-02
DEO GRANT CONTRACT NUMBER: 11DB-C5-05-37-02-N11**

DATE: March 2, 2012

GENERAL SUMMARY/BACKGROUND: On November 15, 2010, the City Council authorized the submission of a Community Development Block Grant-Neighborhood Revitalization (CDBG-NR) grant application to the Florida Department of Community Affairs (now known as the Department of Economic Opportunity {DEO}). The grant was awarded to the City of Brooksville on May 31, 2011, in the amount of \$750,000.

The project consists of the potable water system's improvements, which includes approximately 4,995 linear feet of new water transmission line and 25 new or refurbished fire hydrants in the South Brooksville area. The improvements will increase water pressure to users and provide firefighting capability.

Advertisement for Bid No. UD2012-02 was initiated on January 21, 2012, and requests for bids closed on February 17, 2012. The City received eight (8) bids from construction firms. The low bid was submitted by BRW Contracting, Inc., Land O'Lakes, FL, in the amount of \$581,433 (Attachment 1). The following table summarizes the bids received:

BIDDER	BID AMOUNT
BRW Contracting, Inc. – Land O'Lakes, FL	\$581,433.00*
Croft Contracting, Inc. – Inverness, FL	\$591,119.45
Empower Construction, Inc. – Frostproof, FL	\$600,830.00*
D.R. Swanson Company – Port Charlotte, FL	\$632,383.50**
Andrew Sitework, LLC – Bonita Springs, FL	\$640,183.88
Marlon Dunn Contracting, Inc. – Plant City, FL	\$661,982.53*
Adkins Contracting, Inc. – Ruskin, FL	\$680,844.92
Dallas 1 Corporation – Thonotosassa, FL	\$699,459.00

*Bid contained minor math errors. Amount shown is corrected total.
**Bid did not include price for Add Alternate and should be considered non-responsive.

The City's Engineer of Record (Coastal Engineering Associates, Inc.) has certified the bids (Attachment 2), provided bid tabulations (Attachment 3), and a letter summarizing the bid results. Coastal recommends that BRW Contracting, Inc., the low bidder, be awarded the contract in the amount of \$581,433 (Attachment 4). The grant administrator, Andy Easton and City staff concurs with the Engineer's recommendation.

Coastal's probable construction cost is \$665,000. Staff recommends that remaining funds be placed in a reserve for contingency.

HB **BUDGET IMPACT:** Funding for construction services will be provided through the CDBG grant on a reimbursement basis. Funds in our 2011/12 Budget are budgeted in the Grant Revenue Account (Other State Grants) #409-000-334-44900 with expenditures going through the Capital Expenditures (Construction in Progress) Account #409-000-169-19049.

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

STAFF RECOMMENDATION: Award Bid No. UD2012-02 to BRW Contracting, Inc., in the amount of \$581,433 and authorize the Mayor to sign the contract for services following review and approval of the Certificate of Insurance and bonds by the City Attorney.

- Enclosures:**
1. BRW Contracting Bid Certification
 2. Coastal Bid Opening Certification
 3. Coastal Bid Tabulation
 4. Coastal Bid Summary Letter and Recommendation

Attachment 1

BRW Contracting Bid Certification

BID/CERTIFICATION FORM
CITY OF BROOKSVILLE
CDBG WATERLINE/FIRE HYDRANT CONSTRUCTION PROJECT
BID NO. UD2012-02

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

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

2. Please check one:

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

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

4. Bidder proposes and agrees to provide all materials, services or equipment required for the City Of Brooksville CDBG Waterline/Fire Hydrant Construction Project Bid No. UD2012-02, for the Total Bid Sum of Five Hundred and Eighty Thousand and Dollars (\$580,863.⁰⁰). (Must reflect same total as itemized below.) Eight Hundred & Sixty Three.

5. Number of days from date of Notice to Proceed that will be required for the final completion of all work as described herein and as shown on the plans. 120 Days
(Maximum 120 Calendar Days)

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

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: #1 2/9/12

CITY OF BROOKSVILLE
 CDBG WATER LINE/FIRE HYDRANT CONSTRUCTION PROJECT
 BID NO. UD2012-02

CRAWFORD STREET				
DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED COST
Maintenance of Traffic	LS	1	300.00	300.00
Erosion Control & Maintenance	LS	1	500.00	500.00
Survey Layout & As-builts	LS	1	600.00	600.00
Clearing & Grubbing	LS	1	10.00	10.00
*8" PVC C900 incl Figs. & Restraints	LF	425	30.00	12,750.00
*8" DIP CL 51 incl. Figs. & Restraints	LF	55	42.00	2,310.00
8" Gate Valve Assembly	EA	1	1,200.00	1,200.00
2" Gate Valve Assembly	EA	1	700.00	700.00
6"x6" Wet Tap & Valve	EA	1	2,200.00	2,200.00
Fire Hydrant Assembly	EA	1	3,800.00	3,800.00
*Far Side Service Open Cut	EA	2	500.00	1,000.00
*Near Side Service	EA	3	400.00	1,200.00
Open Cut Pavement Restoration	SY	105	14.00	1,470.00
Sod Restoration	SY	740	2.00	1,480.00
Driveway Restoration	EA	5	170.00	850.00
			SUBTOTAL	30,370.00

HAZEL AVENUE				
DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED COST
Maintenance of Traffic	LS	1	600.00	600.00
Erosion Control & Maintenance	LS	1	700.00	700.00
Survey Layout & As-builts	LS	1	800.00	800.00
Clearing & Grubbing	LS	1	10.00	10.00
*8" PVC C-900 incl. Figs	LF	600	30.00	18,000.00
* 8" DIP Incl. Figs	LF	70	42.00	2,940.00
16" Jack & Bore Steel Casing	LF	60	200.00	12,000.00
6"x6" Wet Tap & Valve	EA	1	2,200.00	2,200.00
8" Gate Valve	EA	1	1,200.00	1,200.00
Fire Hydrant Assembly	EA	1	3,800.00	3,800.00
Blow Off & Sample Point	EA	1	200.00	200.00
Far Side Service (Directional Drill)	EA	4	650.00	2,600.00
*Near Side Service	EA	4	400.00	1,600.00
Open Cut/Restore Pavement	SY	65	14.00	910.00
Sod Restoration	SY	1,100	2.00	2,200.00
Driveway Replacement	EA	11	2,500.00	27,500.00
			SUBTOTAL	77,260.00

BACON STREET				
DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED COST
Maintenance of Traffic	LS	1	300.00	300.00
Erosion Control & Maintenance	LS	1	400.00	400.00
Survey Layout & As-builts	LS	1	400.00	400.00
2" Schedule 40 PVC w/Glued Joints &	LF	380	15.00	5,700.00
Open Cut Pavement Restoration	SY	85	14.00	1,190.00
*Far Side Service Open Cut	EA	1	500.00	500.00
*Near Side Service	EA	4	400.00	1,600.00
Sample Point	EA	1	100.00	100.00
			SUBTOTAL	10,190.00

ASMARA STREET				
DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED COST
Maintenance of Traffic	LS	1	300.00	300.00
Erosion Control & Maintenance	LS	1	400.00	400.00
Survey Layout & As-builts	LS	1	400.00	400.00
Clearing & Grubbing	LS	1	10.00	10.00
*2" Schedule 40 PVC Glued Joints & F	LF	270	15.00	4,050.00
2" Gate Valve Assembly	EA	1	750.00	750.00
Open Cut Pavement Replacement	SY	68	14.00	952.00
Sod Restoration	SY	1	2.00	2.00
Sample Point	EA	1	100.00	100.00
			SUBTOTAL	6,964.00

CITY OF BROOKSVILLE
CDBG WATER LINE/FIRE HYDRANT CONSTRUCTION PROJECT
BID NO. UD2012-02

DUKE STREET				
DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED COST
Maintenance of Traffic	LS	1	300.00	300.00
Erosion Control & Maintenance	LS	1	400.00	400.00
Survey Layout & As-builts	LS	1	550.00	550.00
Clearing & Grubbing	LS	1	10.00	10.00
*8" PVC C900 incl. Ftgs. & Restraints	LF	345	30.00	10,350.00
*8" DIP CL 51 incl. Ftgs. & Restraints	LF	20	42.00	840.00
6"x6" Wet Tap & Valve	EA	1	2200.00	2200.00
Fire Hydrant Assembly	EA	1	3800.00	3800.00
Sample Point	EA	1	100.00	100.00
Far Side Service Directional Drill	EA	2	650.00	1300.00
*Near Side Service	EA	4	400.00	1600.00
Driveway Restoration	EA	6	170.00	1020.00
Sod Restoration	SY	610	2.00	1220.00
SUBTOTAL				23,690.00

ELLINGTON AVENUE				
DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED COST
Maintenance of Traffic	LS	1	2000.00	2000.00
Erosion Control & Maintenance	LS	1	500.00	500.00
Survey Layout & As-builts	LS	1	1500.00	1500.00
Clearing & Grubbing	LS	1	10.00	10.00
*8" PVC C900 incl. Ftgs. & Restraints	LF	452	30.00	13,560.00
*8" DIP CL 51 incl. Ftgs. & Restraints	LF	137	42.00	5754.00
16" Jack & Bore	LF	97	200.00	19,400.00
6"x6" Wet Tap	EA	1	2200.00	2200.00
Fire Hydrant Assembly	EA	3	3800.00	11,400.00
Sample Point	EA	1	100.00	100.00
Far Side Service Directional Drill	EA	4	650.00	2600.00
Driveway Restoration	EA	3	170.00	510.00
Sod Restoration	SY	775	2.00	1550.00
SUBTOTAL				61,084.00

Fire Hydrant New & Replacement on Existing Main				
DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED COST
Maintenance of Traffic	LS	1	1000.00	1000.00
New Fire Hydrant Assmby on Exist Ma	EA	9	4700.00	42,300.00
Fire Hydrant Replacement on Exist Ma	EA	3	2700.00	8100.00
SUBTOTAL				51,400.00

Contingency				
DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED COST
*8" PVC C900 incl Ftgs & Restraints	LF	100	35.00	3500.00
*8" DIP CL 51 incl Ftgs & Restraints	LF	30	42.00	1260.00
Fire Hydrant Assembly	EA	2	3800.00	7600.00
*Far Side Service Open Cut	EA	2	500.00	1000.00
*Near Side Service	EA	2	400.00	800.00
Open Cut Pavement Restoration	SY	30	14.00	420.00
Driveway Restoration	EA	2	170.00	340.00
Sod Restoration	SY	100	2.00	200.00
SUBTOTAL				14,220

Additive Alternative One	
DESCRIPTION	COST
All pavement cuts backfilled using flowable-fill up to the bottom of the asphalt layer, no pipe bedding or compaction testing is required with flow-able fill. Flow-able fill must meet the requirements of FDOT specifications for excavatable-fill. Cost is for entire job.	\$ 44,000

* includes import white or yellow bedding sand

**CITY OF BROOKSVILLE
CDBG WATER LINE/FIRE HYDRANT CONSTRUCTION PROJECT
BID NO. UD2012-02**

SUMMARY

GENERAL CONDITIONS.....	<u>37,000.00</u>
RAILROAD STREET.....	<u>77,330.00</u>
ACL STREET.....	<u>82,755.00</u>
UNION STREET.....	<u>64,600.00</u>
CRAWFORD STREET.....	<u>30,370.00</u>
HAZEL STREET.....	<u>77,260.00</u>
BACON STREET.....	<u>10,190.00</u>
ASMARA STREET.....	<u>6964.00</u>
DUKE STREET.....	<u>23,690</u>
ELLINGTON AVENUE.....	<u>61,084.00</u>
FIRE HYDRANT NEW & REHAB.....	<u>51,400</u>
CONTINGENCY.....	<u>14,220</u>
ADDITIVE ALTERNATE ONE.....	<u>44,000</u>

TOTAL: 580,863.00

Name of Bidder: B.R.W. CONTRACTING, INC.

Business structure: Corporation, () Partnership, () Individual
() Other _____

If a Partnership:
Name(s) of Partner(s): _____

If a Corporation:
Incorporated in State of: FLORIDA Date of Incorporation: 12/17/01

Business Address: 2522 - HUNT RD City: LAND O' LAKES
State: FLORIDA Zip: 34638

Telephone Number: 813 996 5882 Fax: 813 996 1129

Submitted By: (Print) PHYLLIS K. BLANKENSHIP, PRESIDENT

Signature: Phyllis K. Blankenship

If corporation:
ATTEST (Secretary)

By: Phyllis K. Blankenship
Print Name PHYLLIS K. BLANKENSHIP

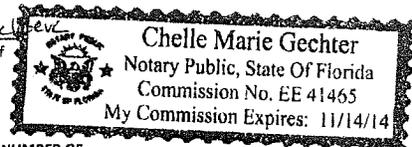
Affix Corporate Seal
(If Corporation)

State of FLORIDA
County of LASCO

The foregoing instrument was acknowledged before me this 17th day of FEB 2012, by PHYLLIS K. BLANKENSHIP, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

Chelle Marie Gechter
[Signature of Notary Public]
EE41465
[Commission Number of Notary Public]

Chelle Marie Gechter
[Printed, typed or stamped name of Notary Public]



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

Attachment 2

Coastal Engineering Bid Opening Certification

BID OPENING

CITY OF BROOKSVILLE CDBG WATERMAIN/FIRE HYDRANT CONSTRUCTION BID # UD 2012-02

DATE: February 17, 2012

TIME: 3:15 p.m.

<u>Bidders</u>	<u>Bid Amount</u>
<u>BRW Contracting, Inc.</u>	<u>\$581,433.00*</u>
<u>Croft Contracting, Inc.</u>	<u>\$591,119.45</u>
<u>Empower Construction</u>	<u>\$600,830.00*</u>
<u>D.R. Swanson Company</u>	<u>\$632,383.50**</u>
<u>Andrew Sitework, LLC</u>	<u>\$640,183.88</u>
<u>Marlon Dunn Contracting, Inc.</u>	<u>\$661,982.53*</u>
<u>Adkins Contracting, Inc.</u>	<u>\$680,844.92</u>
<u>Dallas 1 Corporation</u>	<u>\$699,459.00</u>

* Bid contained math errors. Amount shown is corrected total.

**Bid did not include price for Add Alternate and should be considered non-responsive.

Bid Results Certified By:

Coastal Engineering Associates, Inc.

Attachment 3

Coastal Engineering Bid Tabulation

BID TABULATION
CDBG NEIGHBORHOOD REVITALIZATION

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
HAZEL AVENUE										
Maintenance of Traffic	LS	1	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Erosion Control & Maintenance	LS	1	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Survey Layout & As-Built	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Cleaning & Grubbing	LF	600	\$10.00	\$6,000.00	\$10.00	\$6,000.00	\$10.00	\$6,000.00	\$10.00	\$6,000.00
"B" PVC 40 PVC Glued Joints & Restraints	LF	70	\$42.00	\$2,940.00	\$42.00	\$2,940.00	\$42.00	\$2,940.00	\$42.00	\$2,940.00
"B" DWP CL 51 Incl. Flgs. & Restraints	LF	60	\$200.00	\$12,000.00	\$200.00	\$12,000.00	\$200.00	\$12,000.00	\$200.00	\$12,000.00
"B" Wet Tap & Valve	EA	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
"B" Fair Side Service Open Cut	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
"B" Fire Hydrant Assembly	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
"B" Near Side Service	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
"B" Sample Point	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
"B" Fair Side Service (Bidirectional DHP)	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
"B" Open Cut Pavement	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
"B" Sod Replacement	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
"B" Driveway Replacement	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
SUBTOTAL				\$17,200.00		\$17,200.00		\$17,200.00		\$17,200.00

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
BACON STREET										
Maintenance of Traffic	LS	1	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00
Erosion Control & Maintenance	LS	1	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Survey Layout & As-Built	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Cleaning & Grubbing	LF	360	\$15.00	\$5,400.00	\$15.00	\$5,400.00	\$15.00	\$5,400.00	\$15.00	\$5,400.00
"B" Schedule 40 PVC Glued Joints & Restraints	LF	85	\$14.00	\$1,190.00	\$14.00	\$1,190.00	\$14.00	\$1,190.00	\$14.00	\$1,190.00
"B" Fair Side Service Open Cut	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
"B" Near Side Service	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
"B" Sample Point	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
SUBTOTAL				\$10,180.00		\$10,180.00		\$10,180.00		\$10,180.00

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
ASKARA STREET										
Maintenance of Traffic	LS	1	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Erosion Control & Maintenance	LS	1	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
Survey Layout & As-Built	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Cleaning & Grubbing	LF	270	\$15.00	\$4,050.00	\$15.00	\$4,050.00	\$15.00	\$4,050.00	\$15.00	\$4,050.00
"B" Schedule 40 PVC Glued Joints & Restraints	LF	270	\$15.00	\$4,050.00	\$15.00	\$4,050.00	\$15.00	\$4,050.00	\$15.00	\$4,050.00
"B" Open Cut Pavement Replacement	EA	1	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00
"B" Sod Replacement	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
"B" Sample Point	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
SUBTOTAL				\$5,950.00		\$5,950.00		\$5,950.00		\$5,950.00

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
DUKE STREET										
Maintenance of Traffic	LS	1	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Erosion Control & Maintenance	LS	1	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
Survey Layout & As-Built	LS	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Cleaning & Grubbing	LF	345	\$10.00	\$3,450.00	\$10.00	\$3,450.00	\$10.00	\$3,450.00	\$10.00	\$3,450.00
"B" PVC 40 PVC Glued Joints & Restraints	LF	20	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00
"B" DWP CL 51 Incl. Flgs. & Restraints	LF	20	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00
"B" Wet Tap & Valve	EA	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
"B" Fire Hydrant Assembly	EA	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
"B" Sample Point	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
"B" Fair Side Service Open Cut	EA	2	\$450.00	\$900.00	\$450.00	\$900.00	\$450.00	\$900.00	\$450.00	\$900.00
"B" Near Side Service	EA	4	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00
"B" Driveway Replacement	EA	6	\$170.00	\$1,020.00	\$170.00	\$1,020.00	\$170.00	\$1,020.00	\$170.00	\$1,020.00
"B" Sod Replacement	EA	610	\$2.00	\$1,220.00	\$2.00	\$1,220.00	\$2.00	\$1,220.00	\$2.00	\$1,220.00
SUBTOTAL				\$23,020.00		\$23,020.00		\$23,020.00		\$23,020.00

BID TABULATION
CDBG NEIGHBORHOOD REVITALIZATION

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
ELLINGTON AVENUE										
Maintenance of Traffic	LS	1	\$2,000.00	\$2,000.00	\$1,100.00	\$1,100.00	\$500.00	\$500.00	\$330.00	\$330.00
Erosion Control & Maintenance	LS	1	\$500.00	\$500.00	\$1,100.00	\$1,100.00	\$800.00	\$800.00	\$300.00	\$300.00
Survey Layout & As-Builts	LS	1	\$1,500.00	\$1,500.00	\$1,100.00	\$1,100.00	\$600.00	\$600.00	\$1,300.00	\$1,300.00
Clearing & Grubbing	LS	1	\$10.00	\$10.00	\$1,100.00	\$1,100.00	\$700.00	\$700.00	\$2,000.00	\$2,000.00
8" PVC C900 Incl. Figs. & Restraints	LF	452	\$30.00	\$13,560.00	\$12,827.20	\$28.80	\$80,040.00	\$38.00	\$16,272.00	\$30.00
18" Jack & Bore	LF	97	\$200.00	\$19,400.00	\$6,854.00	\$70.50	\$6,848.50	\$54.00	\$5,238.00	\$54.00
9" Wet Top	EA	1	\$2,200.00	\$2,200.00	\$1,172.00	\$1,172.00	\$725.00	\$725.00	\$1,772.50	\$1,772.50
Fire Hydrant Assembly	EA	3	\$3,800.00	\$11,400.00	\$2,200.00	\$6,600.00	\$3,760.00	\$11,280.00	\$3,124.00	\$9,372.00
Sample Point	EA	1	\$180.00	\$180.00	\$330.00	\$330.00	\$350.00	\$350.00	\$147.00	\$147.00
Fire Safe Service Directional Drill	EA	4	\$850.00	\$3,400.00	\$2,440.00	\$2,440.00	\$600.00	\$2,400.00	\$3,004.00	\$3,004.00
Driveway Restoration	EA	3	\$170.00	\$510.00	\$1,760.00	\$1,760.00	\$5,200.00	\$5,200.00	\$1,872.00	\$1,872.00
Sod Restoration	SY	775	\$2.00	\$1,550.00	\$2.20	\$1,705.00	\$5.00	\$3,875.00	\$4.00	\$3,100.00
SUBTOTAL				\$81,084.00	\$63,038.25	\$63,038.25	\$83,845.00	\$83,845.00	\$76,181.30	\$76,181.30

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Fire Hydrant New & Replacement on Existing Main										
Maintenance of Traffic	LS	1	\$1,000.00	\$1,000.00	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00	\$900.00	\$900.00
New Fire Hydrant Assembly on East St	EA	9	\$4,200.00	\$37,800.00	\$3,850.00	\$34,650.00	\$9,500.00	\$85,500.00	\$6,021.00	\$54,189.00
Fire Hydrant Replacement on East St	EA	3	\$2,700.00	\$8,100.00	\$3,900.00	\$11,700.00	\$4,000.00	\$12,000.00	\$2,783.00	\$8,349.00
SUBTOTAL				\$46,900.00	\$39,050.00	\$39,050.00	\$91,500.00	\$91,500.00	\$65,228.00	\$65,228.00

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Contingency										
8" PVC C900 Incl. Figs. & Restraints	LF	100	\$3,500.00	\$350,000.00	\$2,870.00	\$287,000.00	\$50.00	\$5,000.00	\$1,170.00	\$117,000.00
18" Jack & Bore	LF	30	\$42.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$1,260.00	\$47.00	\$1,410.00
Fire Hydrant Assembly	EA	2	\$1,800.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$1,457.00	\$2,914.00
18" Fire Safe Service Open Cut	EA	2	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,950.00	\$5,900.00
18" Fire Safe Service	EA	2	\$400.00	\$800.00	\$400.00	\$400.00	\$400.00	\$400.00	\$905.00	\$1,810.00
Open Cut Pavement Restoration	SY	30	\$420.00	\$12,600.00	\$410.00	\$12,300.00	\$100.00	\$3,000.00	\$411.00	\$12,330.00
Driveway Restoration	EA	2	\$170.00	\$340.00	\$1,760.00	\$1,760.00	\$5,200.00	\$5,200.00	\$44.00	\$88.00
Sod Restoration	SY	100	\$2.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$682.00	\$682.00
SUBTOTAL				\$442,260.00	\$18,112.50	\$18,112.50	\$24,950.00	\$24,950.00	\$19,324.00	\$19,324.00

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Additive Alternate One										
Pavement Open-Cut Elevable Road				\$15,120.00						
SUBTOTAL				\$15,120.00						

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
SUMMARY										
GENERAL CONDITIONS				\$18,855.00						
RAILROAD STREET				\$74,203.40						
ACI STREET				\$27,755.00						
UNION STREET				\$74,184.80						
CRAWFORD STREET				\$30,370.00						
HAZEL STREET				\$70,961.00						
BACON STREET				\$18,417.50						
ASHMARA STREET				\$12,537.00						
DUKE STREET				\$38,102.00						
ELLINGTON AVENUE				\$63,038.25						
FIRE HYDRANT NEW & REHAB.				\$51,400.00						
CONTINGENCY				\$18,012.50						
ADDITIVE ALTERNATE ONE				\$44,000.00						
TOTAL				\$591,118.45						

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Corrected Values										
RAILROAD STREET				\$18,855.00						
ACI STREET				\$74,203.40						
UNION STREET				\$74,184.80						
CRAWFORD STREET				\$30,370.00						
HAZEL STREET				\$70,961.00						
BACON STREET				\$18,417.50						
ASHMARA STREET				\$12,537.00						
DUKE STREET				\$38,102.00						
ELLINGTON AVENUE				\$63,038.25						
FIRE HYDRANT NEW & REHAB.				\$51,400.00						
CONTINGENCY				\$18,012.50						
ADDITIVE ALTERNATE ONE				\$44,000.00						
TOTAL				\$591,118.45						

BOLD ITALIC = MATHEMATICAL ERROR

BID TABULATION
COBG NEIGHBORHOOD REVITALIZATION

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
ELLINGTON AVENUE										
Maintenance of Traffic	LS	1	\$1,000.00	\$1,000.00	\$270.00	\$270.00		\$270.00		\$270.00
Emulsion Control & Maintenance	LS	1	\$1,130.00	\$1,130.00	\$930.00	\$930.00		\$930.00		\$930.00
Survey Layout & As-Built	LS	1	\$1,000.00	\$1,000.00	\$1,136.30	\$1,136.30		\$1,136.30		\$1,136.30
Clearing & Grubbing	LF	452	\$2,000.00	\$2,000.00	\$1,136.30	\$1,136.30		\$1,136.30		\$1,136.30
8" PVC C900 Incl. Figs. & Restraints	LF	137	\$24.00	\$3,288.00	\$2,000.00	\$2,000.00		\$2,000.00		\$2,000.00
10" Jack & Bore	LF	87	\$40.28	\$3,504.36	\$2,000.00	\$2,000.00		\$2,000.00		\$2,000.00
6" W/ Vent Tap	EA	1	\$182.00	\$182.00	\$2,000.00	\$2,000.00		\$2,000.00		\$2,000.00
Fire Hydrant Assembly	EA	3	\$3,480.00	\$10,440.00	\$2,000.00	\$2,000.00		\$2,000.00		\$2,000.00
Sample Paint	EA	1	\$25.00	\$25.00	\$2,000.00	\$2,000.00		\$2,000.00		\$2,000.00
Fire Sign Service Directional Drill	EA	4	\$1,450.00	\$5,800.00	\$1,223.74	\$1,223.74		\$1,223.74		\$1,223.74
Driveway Restoration	EA	3	\$500.00	\$1,500.00	\$574.73	\$574.73		\$574.73		\$574.73
Soil Restoration	SY	775	\$	\$	\$5.66	\$5.66		\$5.66		\$5.66
SUBTOTAL				\$63,214.75		\$70,178.72		\$60,343.05		\$60,343.05

Fire Hydrant New & Replacement on Existing Main

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Maintenance of Traffic	LS	1	\$200.00	\$200.00	\$204.50	\$204.50		\$204.50		\$204.50
New Fire Hydrant Assembly on East M	EA	9	\$3,421.48	\$30,793.32	\$4,024.61	\$4,024.61		\$4,024.61		\$4,024.61
Fire Hydrant Replacement on East M	EA	3	\$2,922.00	\$8,766.00	\$2,658.75	\$7,976.25		\$7,976.25		\$7,976.25
SUBTOTAL				\$9,168.32		\$51,599.84		\$41,630.00		\$41,630.00

Contingency

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
8" DIP GL 51 and Figs & Restraints	LF	100	\$4.00	\$400.00	\$8.21	\$821.00	15	\$1,500.00		\$1,500.00
Fire Hydrant Assembly	EA	30	\$4,000.00	\$1,200,000.00	\$7.88	\$2,364.00	35	\$1,050.00		\$1,050.00
Fire Hydrant Assembly	EA	2	\$3,400.00	\$6,800.00	\$2,688.5	\$5,377.00	2999	\$5,890.00		\$5,890.00
Fire Hydrant Assembly	EA	2	\$900.00	\$1,800.00	\$98.01	\$1,960.20	710	\$1,420.00		\$1,420.00
Open Cut Pavement Restoration	SY	30	\$44.00	\$1,320.00	\$71.44	\$2,143.20	378	\$740.00		\$740.00
Driveway Restoration	EA	2	\$500.00	\$1,000.00	\$998.59	\$1,997.18	\$2,000.00	\$4,000.00		\$4,000.00
Soil Restoration	SY	100	\$4.00	\$400.00	\$2.00	\$200.00	\$2.00	\$200.00		\$200.00
SUBTOTAL				\$18,438.70		\$18,950.24		\$23,150.00		\$23,150.00

Additive Alternate One

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
Portland Cement Concrete	SY	100	\$87.22	\$8,722.00						
SUBTOTAL				\$87,222.00		\$87,222.00		\$87,222.00		\$87,222.00

SUMMARY

GENERAL CONDITIONS	\$44,262.00									
RAILROAD STREET	\$66,728.85									
ACL STREET	\$60,764.75									
UNION STREET	\$77,398.75									
CRAWFORD STREET	\$43,338.95									
HAZEL STREET	\$63,056.38									
BACON STREET	\$15,140.00									
ASHMARA STREET	\$32,180.00									
ELLINGTON AVENUE	\$63,214.75									
FIRE HYDRANT NEW & REPL.	\$38,328.00									
CONTINGENCY	\$18,438.70									
ADDITIVE ALTERNATE ONE	\$87,222.00									
TOTAL	\$682,187.85									

Bold Italic = Mathematical Error

Attachment 4

Coastal Engineering Summary Letter
& Recommendation

March 8, 2012

Richard W. Radacky – Department of Public Works
City of Brooksville
600 S. Brooksville Avenue
Brooksville, FL 34601-3710

Re: CDBG Waterline/Fire Hydrant Construction Project – Bid Results and Recommendation
Bid Number UD2012-02

Dear Mr. Radacky:

This letter documents Coastal's review of the Bids received for the subject project and at your request, provides a recommendation of award. Attached is a bid certification and detailed bid tabulation by pay items.

The City of Brooksville Purchasing Department received a total of eight (8) bids on February 17, 2012. Mathematical addition and extensions were checked. Minor math errors were noted in the low bidder, as well as the third, fifth and sixth bidders. Math errors and corrections are shown on the bid certification and tabulation, and did not alter the ranking of the bidders. The forth low bidder D.R. Swanson Company, did not provide a price for the Additive Alternate included in Addendum #1, and therefore should be considered "Non-Responsive". Contractor affidavits, required bid proposal forms, license, bid bond and certificate of liability insurance were provided by all the bidders.

The low bidder, B.R.W. Contracting, Inc. has been in business since 2001. In that time, they have performed a number of projects for various municipalities, including the City of Brooksville and Hernando County. B.R.W. currently has a contract with the City of Brooksville for the Hope Hill Water Plant Modifications. The work to date noted by Coastal and City staff appears to be completed in accordance with project documents and timeframes. In Coastal's opinion, based on past project experience, B.R.W. Contracting, Inc. appears qualified to perform this work

On the basis of the above, and contingent on The City of Brooksville Purchasing Department being satisfied with the sufficiency of the bid submittal documents, we recommend award of the CDBG Waterline/Fire Hydrant Construction Project to B.R.W. Contracting, Inc. in the amount of \$581,433.00.

Sincerely,

COASTAL ENGINEERING ASSOCIATES, INC.



Burt A. Bennett, Director Construction Services/Surveying



AGENDA ITEM MEMORANDUM

TO: THE HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *(Signature)*
FROM: RICHARD W. RADACKY, DIRECTOR OF PUBLIC WORKS
DATE: March 9, 2012
RE: DAUSON PROPERTY STORMWATER IMPROVEMENTS

GENERAL SUMMARY/BACKGROUND: The Brooksville Public Works Department is requesting that the vacant City lot located at the east end of Duke Street (Attachment 1) be donated to Hernando County for stormwater purposes. It would be extremely difficult to build on the lot as a deep drainage canal traverses the center of the property.

The property borders Hernando County property to the east and south which is a planned large stormwater detention area and would require incorporating the City's lot into it. The stormwater detention area (Attachment 2), known as the Dauson Property Stormwater Detention Facility, is funded by Hernando County, partly through a cooperative funding grant from the Southwest Florida Water Management District. The facility, when built, will collect stormwater runoff mainly from the north and northwest, and is a welcomed stormwater improvement project for the City.

In the past, stormwater runoff events, during heavy rainfall, have backed up and flooded streets, resident's yards and homes on the south side of Martin Luther King Jr. Boulevard. Controlling and minimizing the stormwater runoff will not only improve and benefit South Brooksville; but, City residents to the north of the planned structure. Another benefit is the improvement of the quality of stormwater by filtering and removing pollutants before it can discharge into the ground water, our main source of drinking water.

BUDGET IMPACT: It is staff's opinion that the value of the City's lot at the end of Duke Street, according to the Hernando County Property Appraiser, is \$2,750 (Attachment 3). The benefits derived from the Dauson Property Stormwater Detention Facility far surpass the value of this property. In addition, the lot (valued at \$400 on the transfer date of October 17, 1983, Attachment 4) appears to be of little value to the City and may be more of a liability than an asset, due to maintenance and insurance liability issues.

LEGAL REVIEW: The City Council has Home Rule Authority (Article VIII, 2(b), Florida Constitution/Florida Statute §166.011) to consider and take action on this matter.

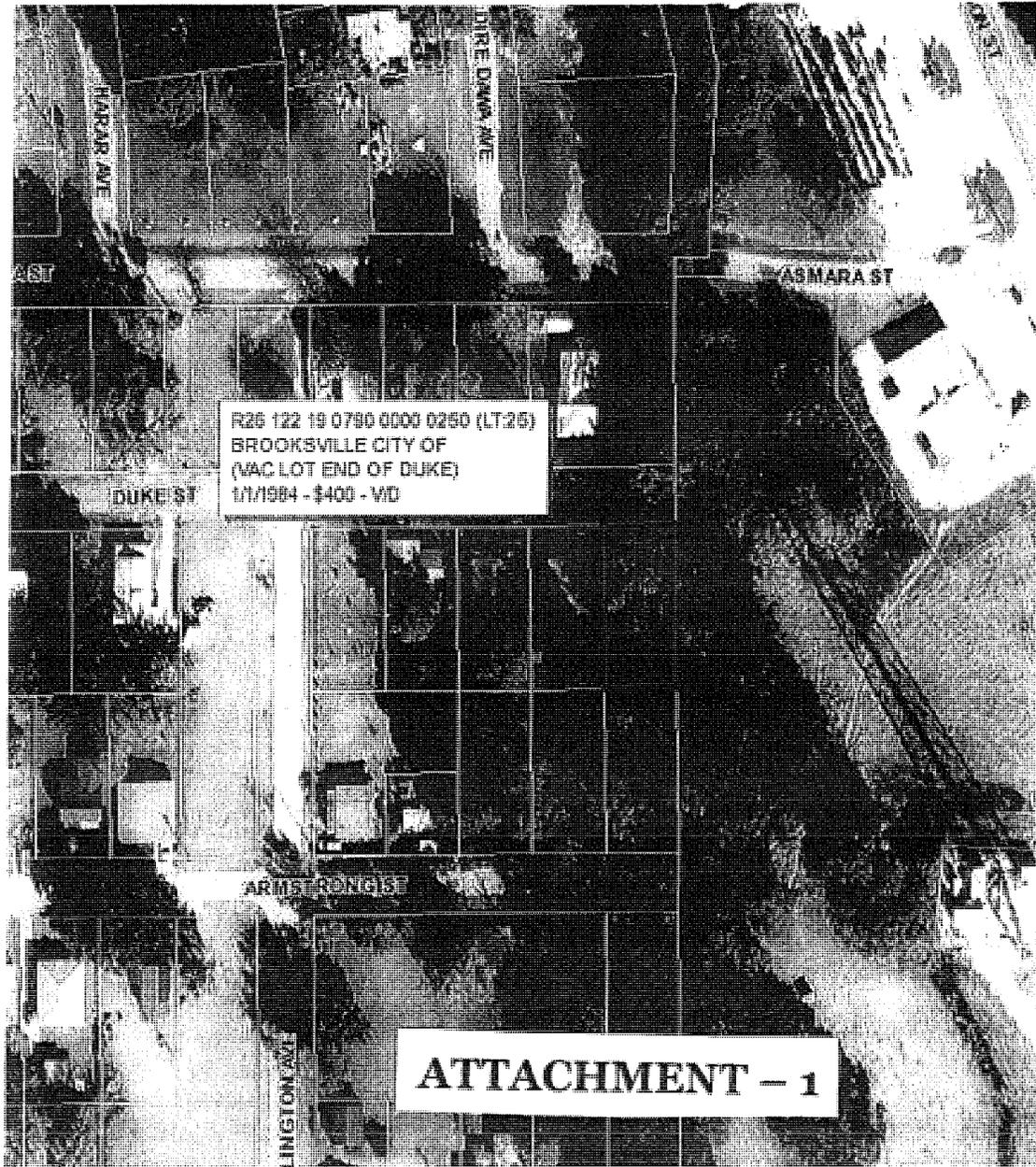
STAFF RECOMMENDATION: Staff recommends that City Council approve donation of the City's lot at the end of Duke Street to Hernando County for use in construction of the Dauson Property Stormwater Detention Facility.

ATTACHMENTS:

1. Property Location Map
2. Stormwater Detention Area Map
3. Hernando County Property Appraiser Valuation
4. Original Deed of Transfer

Attachment 1

Property Location Map



Hernando County Property Appraiser

1001 Market St., Winter Haven, FL 33884-1100 (888) 731-1100

PARCEL: R26 122 19 0790 0000 0250 | KEY: 00607114

T S RICE SUB LOT 25

Name:	BROOKSVILLE CITY OF (VAC LOT END OF DUKE)	LandVal	\$2,750.00
Site:	DUKE ST	BldgVal	\$0.00
Mail:	201 HOWELL AVE BROOKSVILLE FL 34601	JustVal	\$2,750.00
Sales	1/1/1984 \$400.00 ^V	Assd	\$2,750.00
Info	1/1/1980 \$0.00(D)	Exmpt	\$2,750.00
		Taxable	\$0.00

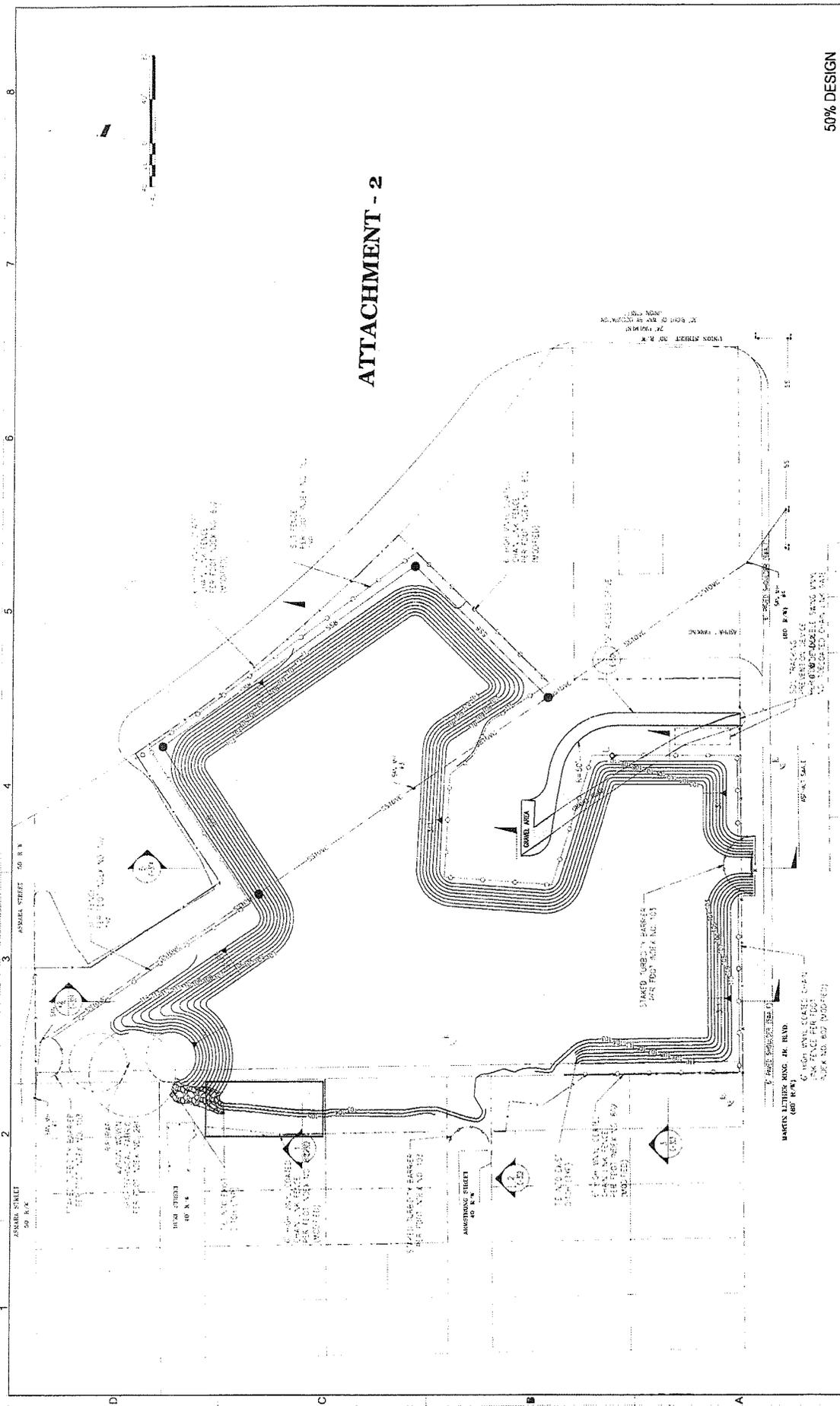
Levy:WIBRES Map:85B2 GIS:B045 Class: Quality: TPPCnt:0

0 0.008 0.016 0.024 mi



Attachment 2

Stormwater Detention Area Map



ATTACHMENT - 2

50% DESIGN

<p>DAUSON PROPERTY STORMWATER IMPROVEMENTS HERNANDO COUNTY, FLORIDA</p>		<p>PROJECT: C-102 DATE: 1/2011</p>
<p>HERNANDO COUNTY UTILITIES DEPARTMENT</p>		<p>PROPOSED SITE PLAN</p>
<p>AECOM</p> <p>1000 Peachtree Street, N.E. Atlanta, Georgia 30309 Tel: 404.521.8600 Fax: 404.521.8601 www.aecom.com</p>		<p>DATE: 07/2011</p>
<p>VERIFY SCALES</p> <p>SCALE: AS SHOWN DATE: 07/2011</p>		<p>SCALE: AS SHOWN DATE: 07/2011</p>

THIS PLAN IS THE PROPERTY OF AECOM AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF AECOM.

Attachment 3

Hernando County Property Appraiser
Valuation

Hernando County Property Appraiser

CAMA updated: 2/24/2012

Parcel: **R26 122 19 0790 0000 0250** | KEY: 00607114

2011 TAX Year

<< Next Lower Parcel # | Next Higher Parcel # >>

TRIM Notice | Property Card | Interactive GIS Map | Print

Owner & Property Info

<< Prev Search Result: 60 of 274 Next >>

Owner's Name(s)	BROOKSVILLE CITY OF (VAC LOT END OF DUKE)		
Site	DUKE ST (view all Site Addresses)		
First Owner's Mailing	201 HOWELL AVE BROOKSVILLE FL 34601		
Brief Desc	T S RICE SUB LOT 25		
DOR Code (89) - Other Municipal	Levy Code WIBRES		Map Code 85B2 GIS Code 8045
Land Use	Land Units		
RESIDENTIAL	5,500.00 SQUARE FEET		
Total TAX for 2011 \$0.00			
AdValorem Tax	\$0.00	Current Tax Year Discount	
NON AdValorem Tax	\$0.00	If Paid By: Nov. 30: Dec. 31: Jan. 31: Feb. 28: Mar. 31: \$0.00	
Tax History	2010 \$0.00 2009 \$0.00 2008 \$0.00	TAX > Access real-time Tax info Links > Pay your Taxes on-line	

GIS Aerial

flow: Jan 2011



Property & Assessment Values

Land Value	\$2,750.00
Bldg Value	\$0.00
Features Value	\$0.00
Class Value	\$0.00
Limit Value	\$2,750.00

Assessed Value	\$2,750.00
Exempt Value	\$2,750.00
Excluded From Cap	\$0.00
Taxable Value	\$0.00
Just Mkt Value	\$2,750.00

Sales

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
1/1/1984	539/1851	WD	V (D)	\$400.00	BROOKSVILLE CITY OF
1/1/1980	0/0000		(D)	\$0.00	TOMBRINK MARGARET LOUISE

Building Characteristics

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
NONE				

Extra Features & Out Buildings

Description	Actual Year	Dimensions	Dep. Cost
NONE			

Address Listings

0 DUKE ST			
-----------	--	--	--

Business Listings

NONE			
------	--	--	--

Mobile Homes and Lease Accounts

NONE			
------	--	--	--

<< Prev Search Result: 60 of 274 Next >>

Attachment 4

Original Deed of Transfer

5.00
1.80

400⁰⁰

Real City

This instrument was prepared by:
Name Richard Tombrink, Jr.
Address 200 W. Ft. Dade Ave.
Brooksville, FL 33512

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 17th day of October 19 83, Between

MARGARET LOUISE TOMBRINK, a married woman,
of the County of Pasco, State of Florida, grantor, and
CITY OF BROOKSVILLE, a municipal corporation,
whose post office address is 26 South Brooksville Avenue, Brooksville, Florida 33512,
of the County of Hernando, State of Florida, grantee,

Witnesseth, That said grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following
described land, situate, lying and being in Hernando County, Florida, to-wit:

Lot 25, T. S. RICE'S SUBDIVISION, as recorded in Plat Book 5, Page 3,
Public Records of Hernando County, Florida.

Documentary Tax Pd. 1.80
Intangible Tax Pd.
Harold W. Brown, Clerk Circuit Ct
Hernando County, Florida
By [Signature] D.C.

FILED FOR RECORD
HAROLD W. BROWN, CLERK
HERNANDO COUNTY, FLA.
JAN 5 PM 12 58

000310

OFF REC 539 PG 1851

Grantor hereby certifies that the above described property is not her constitutional homestead.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence: 25

[Signature: Richard Tombrink]
Witness
[Signature: Dennis J. Collins]
Witness

[Signature: Margaret Louise Tombrink] (Seal)
MARGARET LOUISE TOMBRINK (Seal)

(Seal)

(Seal)

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

MARGARET LOUISE TOMBRINK

to me known to be the person described in and who executed the foregoing in Florida and acknowledged before me that
she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of October
19 83.

[Signature: Sandra Stanfield]
Notary Public

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Nov. 16, 1984
Bonded By Reserve Insurance Co.

847
09114

Book/PAGE 539/1851



AGENDA ITEM NO. F-3
3/19/12

AGENDA ITEM MEMORANDUM

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR
RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: SOUTHERN HILLS PLANTATION PHASE 3A-1, PHASE 3 FINAL ASPHALT LIFT, AND SOUTHERN HILLS BOULEVARD MILL AND RESURFACE Bid No. PW2012-03

DATE: March 13, 2012

GENERAL SUMMARY/BACKGROUND: On February 18, 2012, staff advertised a request for bids relating to improvements of Southern Hills Plantation, Phase 3A-1, Phase 3 Final Asphalt Lift, and Southern Hills Boulevard Mill & Resurface. A mandatory pre-bid meeting was held on Wednesday, February 29th with bid closure on Monday, March 12, 2012.

The project consists of three (3) subdivision work phases as follows:

Phase 3A-1: Consists of improvements for a 33-acre single-family development of 13 lots, vegetation and tree removal, earthwork, 40 storm drainage structures, 5 ponds, 2,000 linear feet of water distribution lines, 1,600 linear feet of sanitary sewer force main, 1,600 linear feet of roadway construction with curbs, construction materials testing, and survey work.

Optional Additive Bids:

Reuse Water Main
5 Foot Wide Sidewalk

Phase 3: Final Asphalt Lift: Consists of 15,000 square yards of 1-inch asphalt overlay on previously paved roads, limited roadway repair, herbicide treatment of curbs, roadway signage and striping, and construction materials testing.

Optional Additive Bid:

5 Foot Wide Sidewalk with Handrail

Southern Hills Boulevard: Consists of 17,000 square yards of asphalt mill & resurface of roadway, maintenance of traffic, limited roadway base repair, and construction materials testing.

The City received four (4) bids from interested construction firms. The attached matrix summarizes the bids received:

PHASES	ENGINEERS ESTIMATE	GOODWIN BROTHERS	EMPIRE CONST.	BRW CONST.	SUNCOAST PAVING
Phase 3A-1 Base Bid	\$825,407.00	\$483,982.15	\$584,038.33	\$641,644.50	\$749,469.96
Phase 3A-1 Alt - Sidewalks		\$11,200.00	\$9,864.00	\$11,000.00	\$13,160.00
Phase 3A-1 Alt - Reuse Main		\$47,527.70	\$49,669.00	\$41,644.50	\$51,202.68
Subtotal		\$542,709.85	\$643,571.33	\$694,289.00	\$813,832.64
Phase 3 Final Asphalt Lift Base	\$223,906.00	\$81,912.50	\$143,422.00	\$122,610.00	\$90,798.70
Phase 3 Final Asphalt Lift Alt		\$70,600.00	\$70,155.00	\$74,855.00	\$87,815.00
Subtotal		\$152,512.50	\$213,577.00	\$197,465.00	\$178,613.70
Southern Hills Mill & Resurface	\$331,393.00	\$185,456.00	\$225,451.00	\$193,823.00	\$255,501.19
Subtotal		\$185,456.00	\$225,451.00	\$193,823.00	\$255,501.19
Total	\$1,380,706.00	\$880,678.35	\$1,082,599.33	\$1,085,577.00	\$1,247,947.53

PROJECT COST SUMMARY

Goodwin Brothers' Bid	\$880,678.35
GeoTechnical Costs	\$10,000.00
Engineering	\$64,750.00
Tortoise Removal	\$15,500.00
Total Project Costs	\$970,928.35
Project Allocation	\$1,290,800.00
Less Total Project Costs	\$970,928.35
Project Reserve	\$319,871.65

BUDGET IMPACT: Funding for this project has been reserved in Fund No 313 (Bond Settlement Capital Projects Fund - #313-000-101-10001 & #313-000-151-10720). The current fund balance in Fund 313 is \$1,292,667. Improvements Other than Building (Capital Improvements Account # 313-009-510-55630) are budgeted for \$1,285,676 in our 11/12 Budget in Fund No. 313.

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

STAFF RECOMMENDATION: Staff and Coastal Engineering Associates, Inc., have reviewed the bids and recommends that the City Council award the corrected bid amount of \$880,678.35 to Goodwin Brothers Construction, Inc., the low bidder, as the most reasonable and responsive bid. Further, that the Council approve constructing all alternatives for this project which includes sidewalks in the common areas and reuse water main.

- Enclosures:**
1. Goodwin Bros Construction Inc. Bid Certification
 2. Coastal Bid Opening Certification
 3. Coastal Bid Tabulation
 4. Coastal Bid Summary Letter and Recommendation

Attachment 1

Goodwin Bros Construction Inc.
Bid Certification

Bidder/Company Name: Goodwin Beas
Construction Inc.

BID/CERTIFICATION FORM
CITY OF BROOKSVILLE
SOUTHERN HILLS PLANTATION PHASE 3A-1,
PHASE 3 FINAL ASPHALT LIFT &
SOUTHERN HILLS BLVD. MILL AND RESURFACE
BID NO.: PW2012-03

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

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

2. Please check one:

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

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

4. Bidder proposes and agrees to provide all materials, services or equipment required for the City Of **SOUTHERN HILLS PLANTATION PHASE 3A-1, PHASE 3 FINAL ASPHALT LIFT & SOUTHERN HILLS BLVD. MILL AND RESURFACE**, or any part thereof, for the Total Bid Sum of Seven Hundred + A. Fty One Thousand Dollars (\$ 751,413.75). (Must reflect same total as itemized in the Bid Schedule and Summary.)

Four Hundred + Thirteen dollars
+ seventy five cent.

Bidder/Company Name: Goodwin Bros
Construction Inc.

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

(Maximum 150 Calendar Days)

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

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: 1

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

SOUTHERN HILLS PLANTATION
PHASE 3A-1, PHASE 3 FINAL ASPHALT LIFT
&
SOUTHERN HILLS BOULEVARD MILL & RE-SURFACE

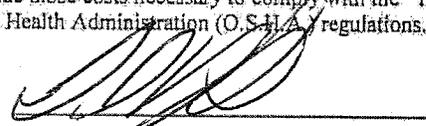
BID SUMMARY

PHASE 3A-1 BASE BID.....	\$	<u>3982.15</u> <u>484048.25</u>
PHASE 3 FINAL ASPHALT LIFT BASE BID.....	\$	<u>81912.50</u>
SOUTHERN HILLS BOULEVARD MILL & RE-SURFACE.....	\$	<u>185456.00</u>
TOTAL.....	\$	<u>1350.65</u> <u>751418.75</u>
PHASE 3A-1 ALTERNATE (SIDEWALKS).....	\$	<u>11200.00</u>
PHASE 3A-1 ALTERNATE (REUSE MAIN).....	\$	<u>47527.80</u>
PHASE 3 FINAL ASPHALT LIFT ALTERNATE (SIDEWALKS)...	\$	<u>10600.00</u>
TOTAL WITH ALTERNATES.....	\$	70600.00 <u>880740.75</u> <u>678.35</u>

Note: The owner may select any combination of, or all of the separate bid phases, including or not, the bid alternate listed to determine low bidder and awarding the Contract.
The principal items of work and quantities shown herein are approximate only and are furnished solely for the purpose of showing the approximate scope of work to be performed. The contractor shall examine the site of the work and shall inform himself fully in regard to all conditions pertaining to the place where the work is done. It is the contractor's responsibility to perform his own quantity take-off and shall submit his bid showing the items of all work, unit prices and lump sum price for all work called for in the plans, specifications and contract documents based on his assessment of the work to be performed. No claim shall be made against Coastal Engineering Associates, Inc., or the Owner for any errors or omissions in the contractor's items of work and quantities, and the unit prices shall only be used as a basis of payment to items specifically added or deleted upon change order approved by owner and Coastal Engineering Associates, Inc., and as a basis for computing partial pay estimates when called for in the contract.

NOTE: Unit prices for all underground construction shall include those costs necessary to comply with the "TRENCH SAFETY ACT" and conform with all Occupational Safety and Health Administration (O.S.H.A.) regulations.

CONTRACTOR:



BY/DATE:

MAC 12 12

Bid Schedule
SOUTHERN HILLS PLANTATION
PHASE 3A-1

ROADWAY/EARTHWORK

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Mobilization, Bond, Insurance	LS	1	12495.00	12495.00
Construction Materials Testing	LS	1	6000.00	6000.00
Survey Layout/As-builts	LS	1	16500.00	16500.00
Clearing/Grubbing	AC	78.5	1350.00	9450.00
Earthwork	BCY	29,855	1.68	50156.40
1-3/4" Asphalt Type S	SY	3,925	7.30	28652.50
8" Crushed Concrete Base	SY	3,925	6.29	24688.25
12" Type B Stabilized Subgrade	SY	4,704	1.60	7526.40
Import Type SP Fill for Road	CY	3,600	2.00	7200.00
Silt Screen/Maintenance Type IV	LF	2,930	1.85	5420.50
Silt Screen/Maintenance Type III	LF	2,620	1.70	4454.00
Sod Back of Curb	SY	720	1.45	1044.00
Seed & Mulch	SY	16,560	.25	4140.00
Drop Curb	LF	3,240	7.50	24300.00
Roadway Underdrain	LF	3,240	12.00	38880.00
			SUBTOTAL:	238287.05

240312.05

STORM DRAINAGE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
18" RCP	LF	1,663	22.50	37417.50
Drainage Swale	LF	645	8.25	5321.25
18" MES	EA	3	350	1050.00
PVC Drain	LF	130	13.00	1690.00
Trench Drain	LF	550	15.00	8250.00
Curb inlets	EA	11	1305.00	14355.00
Storm Manhole	EA	6	1250.00	7500.00
Pond Outfall Structures	EA	7	2200.00	15400.00
Weir	EA	7	4469.00	31283.00
Rip Rap Rubble	SF	2,700	5.50	14850.00
Concrete Energy Dissipator	EA	1	850.00	850.00
Sod DRA slopes & swales	SY	14,000	1.45	20300.00
			SUBTOTAL:	158266.75

WATER DISTRIBUTION

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" C-900 w/fitting	LF	714	36.30	25918.20
12" DIP with fittings	LF	140	55.00	7700.00
8" C-900 w/fitting	LF	631	18.50	11736.60
4" C-900 w/fitting	LF	474	12.30	5830.20
4" DIP w/fitting	LF	28	31.25	875.00
Fire hydrant Assembly	EA	2	3015.00	6030.00
Blowoff Assembly	EA	2	595.00	1190.00
4" Gate valves	EA	1	600.00	600.00
Double services	EA	1	560.00	560.00
Single services	EA	14	400.00	5600.00
Connect to existing	EA	2	1300.00	2600.00
Water Line Testing/Chlorination	LF	1,927	1.75	3372.25
			SUBTOTAL:	72012.25

11673.5

71,949.15

Bid Schedule
SOUTHERN HILLS PLANTATION
PHASE 3A-1

SANITARY SEWER

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
2" Low pressure Sewer (LPS)	LF	814	6.00	4884.00
3.0" LPS	LF	743	8.40	6241.20
tie to existing	EA	2	500.00	1000.00
Cleanout Assembly	EA	1	240.00	240.00
Pressure Test	LF	1,557	2.00	3114.00
			SUBTOTAL:	15479.20

REUSE MAIN ALTERNATE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
12" C-900 w/fitting	LF	749	33.00	24717.00
4" C-900 w/fitting	LF	766	10.45	8004.70
4" DIP w/fitting	LF	28	52.25	1463.00
Blowoff Assembly	EA	2	605.00	1210.00
Single services	EA	16	400.00	6400.00
Connect to existing	EA	2	1200.00	2400.00
Pressure Testing	LF	1,515	2.20	3333.00
			SUBTOTAL:	47527.00 70

SIDEWALK ALTERNATE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
5' Sidewalk	LF	800	14.00	11200.00
			SUBTOTAL:	11200.00

SUMMARY

Road Construction	238287.05
Storm Drainage	158266.75
Water Distribution	72012.25
Sanitary Sewer	15479.20
	3982.15
TOTAL	484045.25
Reuse Main Alternate	47527.00
Sidewalk Alternate	11200.00

* Note: Cost for water, sanitary sewer and reuse piping shall include import pipe bedding as required by the City of Brooksville, specifications and plan details.

Bid Schedule
SOUTHERN HILLS PLANTATION
PHASE 3 FINAL ASPHALT LIFT

BASE BID

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Mobilization/Bond/Insurance	LS	1	1800.00	1800.00
Erosion Control	LS	1	1000.00	1000.00
Maintenance of Traffic	LS	1	650.00	650.00
Herbicide Treatment and Cleaning of Curb	LF	14,140	.10	1414.00
Existing Roadway Removal/Replacement	SY	350	8.00	2800.00
1" +/- Type SIII Asphalt Overlay	SY	14,950	4.83	72208.50
24" Stop Bars	EA	2	75.00	150.00
Stop Signs	EA	1	200.00	200.00
Roadway Termination Markers	EA	6	90.00	540.00
Adjust Sanitary MH Ring & Cover Allowance	EA	6	25.00	150.00
Construction Materials Testing	LS	1	1000.00	1000.00
			TOTAL:	81912.50

ALTERNATE BID

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
5' Sidewalk	LF	3,500	14.00	49000.00
Handrail	LF	450	48.00	21600.00
			TOTAL:	70600.00

**BID SCHEDULE
SOUTHERN HILLS
BOULEVARD
MILL RE-SURFACE**

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
I. BASE CONSTRUCTION				
Mobilization/Bond/Insurance	LS	1	3900.00	3900.00
Maintenance of Traffic	LS	1	3200.00	3200.00
2" Mill & Proof Roll	SY	15,400	2.29	35266.00
2" Type SIII Asphalt	SY	15,400	7.75	119350.00
1" Mill	SY	2,000	2.29	4580.00
1" Type SIII Asphalt Overlay	SY	2,000	4.83	9660.00
Construction Materials Testing	LS	1	2000.00	2000.00
II. OPTIONAL BASE REPAIR ALLOWANCE				
8" Crushed Concrete Base Removal/Replacement	SY	1,500	5.00	7500.00
			TOTAL:	185456.00

Note: Quantity for crushed concrete base removal and replacement is an allowance only. Actual quantity, if any, will be determined during proof rolling operations.

Bidder/Company Name: Goodwin Bros Construction Inc

Name of Bidder: Goodwin Bros Construction Inc

Business structure: Corporation, () Partnership, () Individual, () Other: _____

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: Goodwin Bros Construction Inc

Incorporated in State of: FL Date of Incorporation: 1987

Business Address: 14341 Ponce De Leon Blvd

City: BROOKSVILLE State FL Zip 34601

Telephone Number: 352-796-0149 Fax 352-544

Submitted By: Daniel Goodwin Jr

Title: President
(Print)

Signature: [Handwritten Signature]

ATTEST: [Handwritten Signature]
Secretary

By: Michael Goodwin
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of

The foregoing instrument was acknowledged before me this 12 day of MARCH, 2014, by [Handwritten Name], who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

[Handwritten Signature]
[Signature of Notary Public]

[Printed, typed or stamped name of Notary Public]

NOTARY PUBLIC-STATE OF FLORIDA
Gary L. Dennis
Commission # EE077211
Expires: MAR. 24, 2015
BONDED THRU ATLANTIC BONDING CO., INC.
[Commission Number of Notary Public]

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

Attachment 2

Coastal Bid Opening Certification

BID OPENING

CITY OF BROOKSVILLE
SOUTHERN HILLS PLANTATION
PHASE 3A-1
PHASE 3 FINAL ASPHALT LIFT
SOUTHERN HILLS BOULEVARD MILL & RESURFACE
BID # PW 2012-03

DATE: March 12, 2012

TIME: 3:15 p.m.

<u>Bidders</u>	<u>Base Bid Amount</u>	<u>Bid Amount w/Alternates</u>
<u>Goodwin Bros. Construction, Inc.</u>	<u>\$751,350.65*</u>	<u>\$880,678.35*</u>
<u>Empower Construction</u>	<u>\$952,911.33*</u>	<u>\$1,082,599.33*</u>
<u>BRW Contracting</u>	<u>\$958,077.50*</u>	<u>\$1,085,577.00*</u>
<u>Suncoast Paving, Inc.</u>	<u>\$1,095,769.85*</u>	<u>\$1,247,947.53*</u>

* Bid contained math errors. Amount shown is corrected total.

Bid Results Certified By:

Coastal Engineering Associates, Inc.

Attachment 3

Coastal Bid Tabulation

BID TABULATION
SOUTHERN HILLS PLANTATION
PHASE 3A-1
PHASE 3 FINAL ASPHALT LIFT
SOUTHERN HILLS BLVD MILL RESURFACE
BID NO. PW2012-03

Goodwin Bros. Construction, Inc.

Empower Construction, Inc.

B.R.W. Contracting, Inc.

Seacoast Paving, Inc.

PHASE 3A-1

ROADWAY/EARTHWORK

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
Mobilization, Bond, Insurance	LS	1	\$12,495.00	\$12,495.00	\$21,815.00	\$21,815.00	\$35,000.00	\$35,000.00	\$72,000.00	\$72,000.00
Construction Materials Testing	LS	1	\$8,000.00	\$8,000.00	\$6,283.00	\$6,283.00	\$8,750.00	\$8,750.00	\$8,100.00	\$8,100.00
Survey Layout/As-builts	LS	1	\$16,500.00	\$16,500.00	\$14,450.00	\$14,450.00	\$9,500.00	\$9,500.00	\$11,440.00	\$11,440.00
Clearing & Grubbing	AC	7/8.5	\$1,350.00	\$9,450.00	\$2,328.29	\$19,773.39	\$3,500.00	\$29,750.00	\$1,804.00	\$16,014.00
Earthwork	BCY	29,855	\$1.88	\$50,150.40	\$2.85	\$79,119.75	\$2.55	\$79,130.25	\$4.30	\$130,764.00
1-3/4" Asphalt Type S	SY	3,825	\$7.30	\$27,882.50	\$8.93	\$34,066.25	\$7.95	\$31,203.75	\$8.28	\$32,420.50
6" Crushed Concrete Base	SY	3,825	\$8.29	\$31,688.25	\$11.11	\$42,468.75	\$9.50	\$35,122.50	\$9.21	\$35,224.25
12" Type B Stabilized Subgrade	BY	4,704	\$1.60	\$7,526.40	\$3.59	\$16,899.20	\$2.00	\$9,408.00	\$2.86	\$13,453.44
Import Type GP Fill for Road	CY	3,600	\$2.00	\$7,200.00	\$5.25	\$18,900.00	\$8.00	\$28,800.00	\$13.35	\$48,060.00
Silt Screen/Maintenance Type IV	LF	2,830	\$1.85	\$5,215.50	\$1.68	\$4,732.40	\$2.10	\$5,943.00	\$2.29	\$6,469.70
Silt Screen/Maintenance Type III	LF	2,620	\$0.70	\$1,834.00	\$0.69	\$1,781.80	\$1.50	\$3,930.00	\$1.39	\$3,641.80
Sod Back of Curb	SY	720	\$1.45	\$1,044.00	\$1.80	\$1,296.00	\$1.80	\$1,296.00	\$1.90	\$1,368.00
Seed & Mulch	SY	18,560	\$0.25	\$4,640.00	\$0.35	\$6,496.00	\$0.60	\$11,136.00	\$0.70	\$13,092.00
Drop Curb	LF	3,240	\$7.50	\$24,300.00	\$11.50	\$37,260.00	\$8.30	\$26,892.00	\$11.12	\$36,028.80
Roadway Underdrain	LF	3,240	\$12.00	\$38,880.00	\$9.25	\$29,730.00	\$18.00	\$58,320.00	\$8.00	\$25,920.00
SUBTOTAL:				\$230,287.05		\$333,478.33		\$359,580.50		\$447,737.39

STORM DRAINAGE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
18" RCP	LF	1,863	\$22.50	\$41,917.50	\$23.00	\$42,849.00	\$23.00	\$42,849.00	\$21.11	\$39,505.83
Drainage Swales	LF	645	\$8.25	\$5,321.25	\$7.00	\$4,515.00	\$25.80	\$16,641.00	\$8.95	\$5,761.75
18" MES	EA	3	\$350.00	\$1,050.00	\$375.00	\$1,125.00	\$500.00	\$1,500.00	\$302.00	\$1,148.00
PVC Drain	LF	130	\$13.00	\$1,690.00	\$13.00	\$1,690.00	\$14.00	\$1,820.00	\$27.95	\$3,633.50
Trench Drain	LF	550	\$15.00	\$8,250.00	\$13.00	\$7,150.00	\$22.00	\$12,100.00	\$20.75	\$11,412.50
Curb Inlets	EA	11	\$1,305.00	\$14,355.00	\$2,725.00	\$29,975.00	\$3,200.00	\$35,200.00	\$2,820.00	\$31,020.00
Storm Manholes	EA	8	\$1,250.00	\$10,000.00	\$1,350.00	\$10,800.00	\$1,800.00	\$14,400.00	\$1,424.00	\$9,544.00
Pond Outfall Structures	EA	7	\$2,200.00	\$15,400.00	\$2,450.00	\$17,150.00	\$2,700.00	\$18,900.00	\$4,875.00	\$34,125.00
Weir	EA	7	\$4,489.00	\$31,423.00	\$1,200.00	\$8,400.00	\$3,300.00	\$23,100.00	\$5,200.00	\$36,400.00
Rip Rap Rubble	SF	2,700	\$5.50	\$14,850.00	\$6.00	\$16,200.00	\$4.25	\$11,475.00	\$4.72	\$12,744.00
Concrete Energy Dissipator	EA	1	\$850.00	\$850.00	\$2,800.00	\$2,800.00	\$4,500.00	\$4,500.00	\$3,900.00	\$3,900.00
Sod DRA Slopes & Swales	SY	14,000	\$1.45	\$20,300.00	\$1.62	\$22,680.00	\$1.80	\$25,200.00	\$1.90	\$26,600.00
SUBTOTAL:				\$158,266.75		\$157,744.00		\$200,045.00		\$211,048.88

WATER DISTRIBUTION

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
12" C-900 w/fitings	LF	714	\$39.20	\$28,088.20	\$39.00	\$27,946.20	\$29.00	\$20,706.00	\$39.10	\$27,917.40
12" DIP w/fitings	LF	140	\$55.00	\$7,700.00	\$80.00	\$11,200.00	\$41.00	\$5,740.00	\$39.80	\$5,572.00
8" C-900 w/fitings	LF	831	\$18.50	\$15,373.50	\$22.00	\$18,282.00	\$18.00	\$14,958.00	\$19.02	\$15,801.62
4" C-900 w/fitings	LF	474	\$12.30	\$5,830.20	\$13.00	\$6,162.00	\$14.00	\$6,636.00	\$11.11	\$5,268.14
4" DIP w/fitings	LF	28	\$31.25	\$875.00	\$28.00	\$784.00	\$28.00	\$784.00	\$41.57	\$1,163.96
First Hydrant Assembly	EA	2	\$3,015.00	\$6,030.00	\$3,175.00	\$6,350.00	\$3,700.00	\$7,400.00	\$3,337.00	\$6,674.00
Blowoff Assembly	EA	2	\$595.00	\$1,190.00	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$913.00	\$1,826.00
4" Gate Valves	EA	1	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$1,205.00	\$1,205.00
Double Services	EA	1	\$500.00	\$500.00	\$475.00	\$475.00	\$500.00	\$500.00	\$834.00	\$834.00
Single Services	EA	14	\$400.00	\$5,600.00	\$400.00	\$5,600.00	\$450.00	\$6,300.00	\$495.00	\$6,930.00
Connected to Existing	EA	2	\$1,300.00	\$2,600.00	\$800.00	\$1,600.00	\$600.00	\$1,200.00	\$1,145.00	\$2,290.00
Water Line Testing/Chlorination	LF	1,927	\$1.75	\$3,372.25	\$0.75	\$1,445.25	\$0.50	\$963.50	\$0.87	\$1,678.49
SUBTOTAL:				\$71,849.15		\$78,480.25		\$83,581.50		\$73,358.81

SANITARY SEWER

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
2" Low Pressure Sewer (LPS)	LF	814	\$8.00	\$6,512.00	\$8.00	\$6,512.00	\$10.00	\$8,140.00	\$7.87	\$6,423.38
3" LPS	LF	743	\$8.40	\$6,241.20	\$9.73	\$7,244.25	\$11.00	\$8,173.00	\$9.17	\$6,813.31
Tie to Existing	EA	2	\$500.00	\$1,000.00	\$700.00	\$1,400.00	\$350.00	\$700.00	\$1,050.00	\$2,100.00
Cleanout Assembly	EA	1	\$240.00	\$240.00	\$400.00	\$400.00	\$600.00	\$600.00	\$900.00	\$900.00
Pressure Test	LF	1,557	\$2.00	\$3,114.00	\$0.50	\$778.50	\$0.50	\$778.50	\$0.87	\$1,354.59
SUBTOTAL:				\$15,478.20		\$18,334.75		\$18,391.50		\$17,327.28

TOTAL BASE BID

REUSE MAIN ALTERNATE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST						
12" C-900 w/fitings	LF	714	\$33.00	\$23,762.00	\$38.00	\$27,132.00	\$29.00	\$20,706.00	\$34.53	\$24,662.97
4" C-900 w/fitings	LF	788	\$10.45	\$8,244.70	\$13.00	\$10,344.00	\$13.00	\$10,344.00	\$11.31	\$8,913.48
4" DIP w/fitings	LF	28	\$52.25	\$1,463.00	\$30.00	\$840.00	\$26.00	\$728.00	\$33.15	\$928.20
Blowoff Assembly	EA	2	\$905.00	\$1,810.00	\$800.00	\$1,600.00	\$840.00	\$1,680.00	\$1,345.00	\$2,690.00
Single Services	EA	18	\$400.00	\$7,200.00	\$400.00	\$7,200.00	\$400.00	\$7,200.00	\$530.00	\$9,540.00
Connected to Existing	EA	2	\$1,200.00	\$2,400.00	\$750.00	\$1,500.00	\$400.00	\$800.00	\$1,350.00	\$2,700.00
Pressure Testing	LF	1515	\$2.29	\$3,469.35	\$0.60	\$909.00	\$0.50	\$757.50	\$0.87	\$1,318.65
SUBTOTAL:				\$47,527.70		\$49,589.00		\$41,644.50		\$51,202.68

SIDEWALK ALTERNATE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
5' Sidewalk	LF	800	\$14.00	\$11,200.00	\$12.33	\$9,864.00	\$13.75	\$11,000.00	\$18.45	\$13,160.00
SUBTOTAL:				\$11,200.00		\$9,864.00		\$11,100.00		\$13,160.00

BID TABULATION
SOUTHERN HILLS PLANTATION
PHASE 3A-1
PHASE 3 FINAL ASPHALT LIFT
SOUTHERN HILLS BLVD MILL, RESURFACE
BID NO. PW2012-03

Goodwin Bros. Construction, Inc.

Empower Construction, Inc.

B.R.W. Contracting, Inc.

Suncoast Paving, Inc.

PHASE 3 FINAL ASPHALT LIFT

BASE BID										
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Mobilization, Bond, Insurance	LS	1	\$1,800.00	\$1,800.00	\$10,200.00	\$10,200.00	\$4,800.00	\$4,800.00	\$1,820.00	\$1,820.00
Erosion Control	LS	1	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$2,100.00	\$2,100.00	\$1,500.00	\$1,500.00
Maintenance of Traffic	LS	1	\$850.00	\$850.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00
Herbicide Treatment and Cleaning of Curb	LF	14,140	\$0.10	\$1,414.00	\$0.10	\$1,414.00	\$0.25	\$3,535.00	\$0.00	\$0.00
Existing Roadway Removal/Replacement	SY	350	\$8.00	\$2,800.00	\$52.00	\$18,200.00	\$32.50	\$11,375.00	\$18.00	\$6,300.00
1" 4'- Type Sill Asphalt Overlay	SY	14,950	\$4.83	\$72,208.50	\$8.08	\$102,858.00	\$8.00	\$89,700.00	\$5.05	\$75,497.50
24" Edge Bars	EA	2	\$75.00	\$150.00	\$300.00	\$600.00	\$50.00	\$100.00	\$75.00	\$150.00
Stop Signs	EA	1	\$200.00	\$200.00	\$225.00	\$225.00	\$175.00	\$175.00	\$200.00	\$200.00
Roadway Termination Markers	EA	8	\$90.00	\$720.00	\$200.00	\$1,600.00	\$175.00	\$1,400.00	\$175.00	\$1,400.00
Adjust Sanitary MH Ring & Covers	EA	6	\$25.00	\$150.00	\$200.00	\$1,200.00	\$250.00	\$1,500.00	\$150.00	\$900.00
Construction Materials Testing	LS	1	\$1,000.00	\$1,000.00	\$3,427.00	\$3,427.00	\$7,275.00	\$7,275.00	\$850.00	\$850.00
TOTAL BASE BID				\$81,912.50		\$143,422.00		\$122,810.00		\$90,788.70
SIDEWALK ALTERNATE										
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
5' Sidewalk	LF	3500	\$14.00	\$49,000.00	\$12.33	\$43,155.00	\$13.75	\$48,125.00	\$16.45	\$57,575.00
Handrail	LF	450	\$48.00	\$21,600.00	\$60.00	\$27,000.00	\$58.40	\$26,280.00	\$67.20	\$30,240.00
SUBTOTAL				\$70,600.00		\$70,155.00		\$74,405.00		\$87,815.00

SHP BLVD MILL & RESURFACE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Mobilization, Bond, Insurance	LS	1	\$3,800.00	\$3,800.00	\$3,500.00	\$3,500.00	\$4,200.00	\$4,200.00	\$4,880.19	\$4,880.19
Maintenance of Traffic	LS	1	\$3,200.00	\$3,200.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$3,600.00	\$3,600.00
2" Mill & Prepol Roll	SY	15,400	\$2.29	\$35,266.00	\$1.27	\$19,558.00	\$1.75	\$26,950.00	\$3.00	\$46,200.00
2" Type Sill Asphalt	SY	15,400	\$7.75	\$119,350.00	\$10.07	\$155,078.00	\$8.50	\$130,900.00	\$10.39	\$160,006.00
1" Mill	SY	2,000	\$2.29	\$4,580.00	\$1.27	\$2,540.00	\$1.75	\$3,500.00	\$2.15	\$4,300.00
1" Type Sill Overlay	SY	2,000	\$4.83	\$9,660.00	\$8.00	\$16,000.00	\$4.85	\$9,700.00	\$5.05	\$10,100.00
Construction Materials Testing	LS	1	\$2,000.00	\$2,000.00	\$2,040.00	\$2,040.00	\$4,273.00	\$4,273.00	\$2,690.00	\$2,690.00
Optional Base Repair Allowance										
8" Crushed Concrete Base Remove/Replace	SY	1,500	\$5.00	\$7,500.00	\$11.11	\$16,665.00	\$8.40	\$12,600.00	\$15.75	\$23,625.00
* Use Item Added by Empower. No Description					\$10,570.00	\$10,570.00				
SUBTOTAL				\$185,456.00		\$225,451.00		\$183,823.00		\$255,601.19

BID SUMMARY					
PHASE 3A-1 BASE BID		\$182,982.15	\$584,038.33	\$641,644.50	\$749,489.98
PHASE 3 FINAL ASPHALT LIFT BASE BID		\$81,912.50	\$143,422.00	\$122,810.00	\$90,788.70
SOUTHERN HILLS BLVD MILL & RESURFACE		\$185,456.00	\$225,451.00	\$183,823.00	\$255,601.19
TOTAL BASE BID		\$449,350.65	\$952,911.33	\$948,277.50	\$1,095,879.87
PHASE 3A-1 ALTERNATE SIDEWALKS		\$11,200.00	\$9,064.00	\$11,000.00	\$13,100.00
PHASE 3A-1 ALTERNATE REUSE MAIN		\$47,617.70	\$40,669.00	\$41,844.50	\$51,202.68
PHASE 3 ALTERNATE SIDEWALKS		\$70,600.00	\$70,155.00	\$74,855.00	\$87,815.00
TOTAL COST WITH ALTERNATES		\$577,768.35	\$1,072,890.33	\$1,075,977.00	\$1,247,947.55

Notes: Corrections in bold italic. Goodwin bid for clear & grub is 7 acres. Remainder of bidders bid 8.5 acres

Attachment 4

Coastal Bid Summary Letter and Recommendation

March 14, 2012

Richard W. Radacky -- Department of Public Works
City of Brooksville
600 S. Brooksville Avenue
Brooksville, FL 34601-3710

Re: Southern Hills Plantation Phase 3A-1, Phase 3 Final Asphalt Lift and SHP Blvd. Mill & Resurface --
Bid Results and Recommendation
Bid Number PW2012-03

Dear Mr. Radacky:

This letter documents Coastal's review of the Bids received for the subject project and at your request, provides a recommendation of award. Attached is a bid certification and detailed bid tabulation by pay items.

The City of Brooksville Purchasing Department received a total of four (4) bids on March 12, 2012. Mathematical addition and extensions were checked. Math errors were noted in all bids. Math corrections are shown on the bid certification and tabulation, and altered the ranking of the 2nd and 3rd bidders, Empower Construction and BRW Contracting. Contractor affidavits, required bid proposal forms, license, bid bond and certificate of liability insurance and acknowledgement of addendum # 1 were provided by all the bidders.

The low bidder, Goodwin Bros. Construction, Inc. is a local contractor and has been in business many years. In that time, they have performed a number of projects for various municipalities, including the City of Brooksville and Hernando County as well as for many private entities. In Coastal's opinion, based on past project experience, Goodwin Bros. Construction, Inc. appears qualified to perform this work .

This project consists of base bids for Phase 3A-1, Phase 3 Final Asphalt Lift and SHP Blvd. Mill & Resurface. Alternate bids were provided for Phase 3A-1 sidewalks and reuse main and Phase 3 sidewalks. Goodwin Bros. Construction, Inc. low base bid + alternates came in below the City's budget. Award is recommended to include base bid + all alternates.

On the basis of the above, and contingent on The City of Brooksville Purchasing Department being satisfied with the sufficiency of the bid submittal documents, we recommend award of bid no. PW12012-03 to Goodwin Bros. Construction, Inc. in the amount of \$880,678.35.

Sincerely,

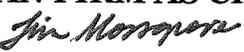
COASTAL ENGINEERING ASSOCIATES, INC.



Burt A. Bennett, Director Construction Services/Surveying



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 
FROM: ROBERT B. BATISTA, ESQ, THE HOGAN FIRM AS CITY ATTORNEY
TIMOTHY MOSSGROVE, FIRE CHIEF 
SUBJECT: SPECIAL COUNSEL FOR FIRE PROTECTION ASSESSMENTS

DATE: MARCH 8, 2012

GENERAL SUMMARY/BACKGROUND: During the February 27, 2012 in the City Council Financial Workshop, City Council expressed a desire to re-examine the use of special assessments to fund all or some portion of the City's annual fire department budget for the forthcoming fiscal year. Accordingly, staff contacted the Bryant Miller Olive law firm (BMO) which has extensive experience in special assessment matters to further discuss the employment of fire assessments. As presented to City Council at this time last year, BMO has developed a simplified approach to the apportionment of fire protection special assessments which focuses on readiness to serve instead of historic demand and therefore avoids the use of call data and complicated data sets typically considered in demand-based methodologies. The simplified approach involves charging each parcel throughout the City a base amount derived from the fixed costs of providing fire protection services (i.e. those that do not vary from parcel to parcel and are not dependent upon the physical characteristics of individual parcels), with the remaining variable costs shared in accordance with the improved value of real property. This method recognizes the greater benefit received by those properties which are more valuable based on improvements and is a fair and equitable approach to cost apportionment. The attached Professional Services Agreement and related work order, if executed at the direction of City Council, would engage BMO to assist the City with development, implementation and validation of the fire assessment program. The engagement would be partially contingent, with the maximum initial exposure limited to \$25,000, subject to successful validation

BUDGET IMPACT: This is a \$25,000 obligation (\$20,000 lump sum fee and a budgeted allowance for \$5,000 in demonstrated expenses). The Agreement is partially contingent, as all professional services beyond the initial \$25,000 obligation are only payable on a time and materials basis if Bryant, Miller and Olive assist the City in securing a judicial approval of the simplified program. Such additional costs will require a future budget amendment which can be repaid to the City's General Fund from this future focused revenue stream from benefited properties.

Staff recommends, with approval of the Agreement, that monies in the amount of \$25,000 be allocated by budget amendment (Attachment 2) to the Brooksville Fire District Fund No. 606. Staff is requesting a 2011/12 Budget Amendment in the Brooksville Fire District Legal Expenses Account No. 606-014-522-53100 in the amount of \$25,000. A 2011/12 Budget Amendment is attached.

The monies allocated to the Brooksville Fire District will be borrowed from General Fund for the 2011/12 fiscal year. The future payback of the Due To General Fund/Due from Brooksville Fire District would be determined during our 2012/13 budget meetings for the City of Brooksville and the Brooksville Fire District. We would expect the future fire assessment revenues to pay back General Fund over a prescribed period of time. If City Council/Brooksville Fire District Board approves the Agreement and Budget Amendment, the Brooksville Fire District Fund will be activated within the City's General Ledger.

LEGAL REVIEW: The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. The City Council created, by ordinance, the Brooksville Fire District (District), pursuant to Fla. Stat. 189.4041, as a dependent special district. Pursuant to Section 46-167 of the Code, the board of the District is authorized to impose an annual fire rescue assessment, to fund all or any portion of the fire rescue assessed cost upon benefitted property, determined pursuant to an apportionment methodology, based upon a classification of property, designed to provide a fair and reasonable apportionment of the fire rescue assessed cost among properties on a basis reasonably related to the special benefit provided.

Section 5.04 of the City's Charter, provides that except where an essential public service seriously affecting the public health and safety is involved due to emergency conditions set forth by ordinance, the procurement of personal property or services shall be awarded within the statutory categories and limits established pursuant to Fla. Stat. Ch. 287. Pursuant to Fla. Stat. §287.057(3)(f), statutory competitive solicitations requirements do not apply to legal services, including attorney, paralegal, expert witness, appraisal or mediator services. Although the Agreement for Professional Services with Bryant, Miller and Olive contemplates the need for non-legal consulting services in order to develop and implement the proposed fire assessment program, such non-legal services are not expected to exceed the threshold amounts set forth in Ch. 287 above which competitive solicitation is required.

The City Council is authorized to appoint special counsel for particular matters pursuant to Sec. 2-141 and Sec. 2-143 of the City's Code of Ordinances.

STAFF RECOMMENDATION: If City Council desires to move forward with Fire Protection Assessments and have the ability to utilize the "simplified, but comprehensive approach" for assessments as discussed with Bryant, Miller and Olive, then staff recommends Council approval of the attached Agreement for Professional Services with Bryant, Miller and Olive. Staff recommends authorization of the Mayor to sign the Agreement on behalf of the City; additionally, staff recommends the approval of Work Order No. 2012-01 and the authorization of the City Manager's signature for the outlined scope of services. In addition, with approval of the Professional Services Agreement, staff recommends approval of the \$25,000 FY2011/12 Brooksville Fire District Budget Amendment as stated above under the Budget Impact statement.

ATTACHMENT:

1. Professional Services Agreement
2. Work Order 2012-1
3. 2011/12 Budget Amendment

Attachment 1

Professional Services Agreement

March 9, 2012

VIA E-MAIL TRANSMITTAL ONLY

Ms. T. Jennene Norman-Vacha, City Manager
City of Brooksville
201 Howell Avenue
Suite 300
Brooksville, Florida 34601-2042

Re: Simplified but Comprehensive Approach to the Apportionment of Fire
Protection Assessments

Dear Ms. Norman-Vacha:

Thank you for getting back in touch with us about the development and implementation of a special assessment program to fund fire protection services for the City of Brooksville. As you recall from our previous discussions and from presentations we made last year before the City Council, Bryant Miller Olive can show and assist you in developing an approach to fire assessment apportionment which dispenses with the burdensome and complicated data sets (call records, land use categories, etc.) required by typical demand-based methodologies.

This alternative approach addresses a mixed bag of legal, procedural, practical and policy elements and utilizes a simple, two-tiered methodology whereby the fixed costs associated with unique readiness-to-serve aspects of fire protection are shared equally among all tax parcels on a per parcel basis, and the remaining variable costs are allocated according to the relative improvement value of each parcel. The two-tiered methodology achieves an appealing balance between the political difficulties involved with imposing a special assessment and the typical considerations expressed by property owners concerned with inequitable benefit allocation. The program is made all the more appealing by virtue of the ease of future administration involved and the fact that the information required to implement and administer the methodology over time is maintained and will be provided by your local Property Appraiser (without any additional effort or cost to the Property Appraiser), thereby minimizing the role and responsibility of City staff and officials or use of State Fire Marshall or similar call data or strained statistical analysis.

Chris Roe and I were pleased to follow-up with you and Chief Mossgrove this week. Accordingly, attached for your agenda is a Professional Services Agreement and related Work

Ms. T. Jennene Norman-Vacha

March 9, 2012

Page 2 of 3

Order, the key terms and provisions of which are substantially similar to those previously provided except for date changes and a reduction in the amount of the initial lump sum fee we originally quoted last year. I have confirmed with both RERC and Ennead that they are willing to participate in accordance with the specified terms.

As you know, we possess an extraordinary understanding of special assessment implementation. The process can be cumbersome, requires careful attention to legal, technical and political details, and can be expensive in terms of resources and political capital. This correspondence and the attachments are fitted to your City's circumstances and describe an approach which demonstrates our confidence and limits the risk of resource consumption by the City through suggesting a partially contingent arrangement, but also shares the full range of services necessary to initially implement a program and secure judicial approval before actually billing the affected landowners.

Our compensation approach reduces risk to the City to a relatively small initial lump sum and verifiable costs, and only requires payment for the bulk of our services once we have obtained a judicial validation and the availability of assessment funding to pay for our services on a time and materials basis. As well, such an approach plays to the practical need to create an understandable approach for constituents, limits the expenditure of resources, and gives City elected officials, their staff and constituents confidence that the program is not billed until judicially approved.

Obviously your community and elected officials will still be faced with difficult policy decisions concerning (1) levels of service for fire protection, and (2) how to fairly share those costs among all of the properties the City stands ready to serve. However, with the cooperation of your counsel and staff, we are confident we can promptly provide the City Council a reasoned and legally sufficient means to do so.

Our approach, in addition to laying the legal foundation, seeks to chill threats of legal challenge for policy reasons, is reasonably flexible and will allow policy makers to determine a mix of special assessments vs. tax funding as well as a mix of fixed vs. variable cost allocation within the special assessment regime. Once in place, we believe your City staff can efficiently manage and implement the program in the future.

Once you have had the opportunity to consider this further, I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Mark G. Lawson". The signature is written in a cursive, flowing style with a long horizontal line extending to the right.

Mark G. Lawson

Ms. T. Jennene Norman-Vacha

March 9, 2012

Page 3 of 3

Enclosure: Professional Service Agreement
Work Order 2012-1

cc: Robert B. (Butch) Battista, Assistant City Attorney, City of Brooksville
Timothy A. Mossgrove, Fire Chief, City of Brooksville
Owen M. Beitsch, PhD, FAICP, CRE, Real Estate Research Consultants, Inc.
Candy Augustine, Ennead, LLC
Christopher B. Roe, Bryant Miller Olive

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF BROOKSVILLE, FLORIDA,

and

BRYANT MILLER OLIVE P.A.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is entered into as of this 1st day of April 2012 between the City of Brooksville, Florida, a municipal corporation of the State of Florida, by and through its City Council, situated at 201 Howell Avenue, Suite 300, Brooksville, Florida 34601-2042 (the "City"), and the law firm of Bryant Miller Olive (the "Firm").

WHEREAS, the City desires assistance with the development and refinement of a non-ad valorem revenue source to provide funding for the City's fire protection program; and

WHEREAS, the City desires to engage Bryant Miller Olive as special counsel to assist and advise the City in the development of strategies, planning and implementation of such revenue source, together with related activities and objectives, and other local government matters; and

WHEREAS, the City, with the concurrence of its staff and City Attorney, has authorized and directed the engagement and use of the Firm as special counsel to the City.

NOW, THEREFORE, it is agreed as follows:

1. **SPECIAL COUNSEL SERVICES.** The Firm will provide legal services as special counsel to the City as provided for herein. The contemplated legal services are to be provided in conjunction with the efforts and input of the City Attorney, designated consultants, experts, officials, and staff of the City. Such legal services and assistance are to be provided on an hourly or negotiated fee basis by separate work orders as provided herein and shall generally include the following:

(A) sharing the Firm's experiences and prior exposure in home rule special assessment and other local government revenue development programs, including programs which finance the planning, development and implementation of fire related essential services programs;

(B) providing advice in developing a strategy to address methodology and procedural issues associated with implementing and refining a non-ad valorem revenue source to fund the City's fire protection program;

(C) facilitating the development of appropriate ordinances, resolutions, interlocal or other agreements and documents to collaboratively and cooperatively achieve the City's objectives;

(D) providing research and advice;

(E) rendering of written memoranda or opinions when necessary;

(F) attending workshops, public meetings, and hearings as necessary; and

(G) providing assistance in the prosecution or defense of litigation, including validation proceedings.

2. **COMPENSATION FOR SPECIAL COUNSEL SERVICES.** The Firm will be compensated for legal services at negotiated fees and/or hourly rates as authorized by specific work orders.

(A) The Firm will be compensated for legal services at the following discounted hourly rates for local governmental clients:

- (1) Firm attorneys at a blended rate of \$295 per hour; and
- (2) Firm paralegals or law clerks at the rate of \$75 per hour.

(B) Any negotiated fee for legal services shall include a scope of services and fee structure authorized by the City in writing as provided for herein.

(C) In addition to any negotiated fees or hourly rates, the Firm shall be entitled to receive reimbursement for actual costs incurred, such as computer printing or photocopies, long distance telephone charges, travel expenses and overnight delivery charges. Any requested and necessary travel expenses will be reimbursed in accordance with Section 112.061, Florida Statutes.

(D) The Firm shall bill the City periodically, but not more often than monthly, and provide an itemized statement of fees and costs incurred to date. All invoices shall be submitted to, approved and processed for payment by, the Contract Administrator as designated herein.

(E) The Firm shall only provide services upon direction and authorization to do so by the Contract Administrator as provided herein or pursuant to authorized written work orders.

3. **ACKNOWLEDGMENT AND USE OF NECESSARY CONSULTANTS; APPROVAL PROCEDURE.**

(A) The achievement of the City's objectives as contemplated herein will necessarily require more than legal expertise. Subject to the recommendation of the Contract Administrator and the approval of the City, the Firm shall have the authority to use or retain on behalf of the City such additional consultants, experts, or counsel that it deems necessary to implement the objectives and programs of the City. Such approval shall be first requested in writing and shall include a scope of services and method of compensation for each additional consultant, expert, or counsel requested. If requested, statements for fees and costs incurred by any approved consultant, expert, or counsel, shall be first reviewed by the Firm and, upon approval, submitted to the Contract Administrator for payment. Such review by the Firm shall be conducted at no charge to the City.

(B) At the outset, the City acknowledges its use of Real Estate Research Consultants, Inc., and Ennead, LLC for the purposes of providing professional services to the City and other local government

officials in conjunction with the planning, development and implementation of a fire related essential services funding program for the City and to implement the objectives and programs of the City. For engagements involving an hourly fee basis, Real Estate Research Consultants, Inc. will bill at the rate of \$250 per hour and Ennead, LLC, will bill at a rate of \$165 per hour.

4. **DISCLOSURE.** The Firm has disclosed to the City that it currently serves as bond counsel, disclosure counsel and special counsel to numerous counties, municipalities and special districts throughout Florida, and that it has, and may in the future, serve as disclosure counsel, bond counsel or underwriter's counsel in public finance transactions involving local governmental entities within or near the City and throughout Florida. After consultation with the City Attorney, the City waives any conflicts, if any, resulting from such representations. As well, the parties hereto acknowledge and agree that such representations, and the Firm's role as bond counsel, disclosure counsel, or underwriter's counsel to any other party, is not likely to create or cause any actual conflict, and service as disclosure counsel, bond counsel, or underwriter's counsel to other Firm clients will not per se be construed as a conflict or be objectionable to the City.

5. **CONTRACT ADMINISTRATION.**

(A) For ease and convenience of administration, the City shall from time to time designate one or more persons to provide policy direction and instructions to the Firm in the administration of its duties hereunder, approving and authorizing work orders and all other matters necessary to administer this Agreement on behalf of the City (the "Contract Administrator"). The initial Contract Administrator directed and authorized to act on behalf of the City shall be the City Manager.

(B) The Firm shall be entitled to reasonably rely upon direction received from the designated Contract Administrator, the City Attorney, the Fire Chief or any successor designee.

(C) The Firm and Contract Administrator are hereby directed and authorized to process the initial work order under this Agreement in substantially the form presented on even date. Subsequent amendments to the foregoing work order or subsequent work orders shall be in substantially similar format and approved by the Contract Administrator.

6. **GENERAL.**

(A) **Law of Agreement.** All questions, issues or disputes arising out of or under this contract, shall be governed by the laws of the State of Florida and jurisdiction is hereby agreed by the parties to be solely and exclusively in the county and State Circuit Court in and for Hernando County, Florida. In the event suit is commenced to enforce this agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida.

The parties hereby agree that the jurisdiction and venue of all disputes arising out of this agreement lie in no Court other than those stated above.

(B) This Agreement may be terminated with or without cause by the Contract Administrator or by the Firm at any time upon 30 days' written notice. In the event of termination and unless directed otherwise, the Firm shall assume responsibility for completion of and shall be compensated for all representation requested prior to the notice of termination. Provided, however, the Contract Administrator may terminate this Agreement for breach by the Firm with such notice as may be reasonable under the circumstances. In the event of termination without cause, the Firm shall be compensated in accordance herewith for reasonable time and expenses, expended prior to the date of termination.

(C) This Agreement may be executed in multiple counterparts.

(D) This Agreement shall be effective on the last date this Agreement is executed by all of the parties hereto. The parties agree that this agreement is consummated and entered into in Brooksville, Hernando County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Professional Services Agreement as of the date and year first above written.

BRYANT MILLER OLIVE

By: _____
Authorized Signatory

CITY OF BROOKSVILLE, FLORIDA

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

Attachment 2

Work Order 2012-1

WORK ORDER
No. 2012-1

TO: Bryant Miller Olive P.A.
Attention: Mark G. Lawson and Christopher B. Roe
101 N. Monroe Street, Suite 900
Tallahassee, Florida 32301

FROM: T. Jennene Norman-Vacha, City Manager
City of Brooksville
201 Howell Avenue, Suite 300
Brooksville, Florida 34601-2042

1. SCOPE OF SERVICES. Bryant Miller Olive ("BMO" or the "Firm") is hereby directed and authorized to:

Task 1. Acquire and analyze relevant data and documentation including master parcel list, millage coding documentation, fire protection budgets, interlocal agreements, fire and assessment related statutes, ordinances and resolutions to determine those expenses which may be lawfully recovered through a fixed and variable cost recovery special assessment on a per tax parcel basis.

Task 2. Develop a preliminary non-ad valorem assessment roll including all tax parcels proposed for assessment.

Task 3. Consider and analyze case law and general law requirements and deadlines; and collaborate with City staff and officials to develop a detailed critical events schedule including key dates for necessary actions and deliverables. This schedule will attempt to promptly advance the work and implementation in conjunction with the City's annual budgeting exercise.

Task 4. Prepare and present to the City Manager, City Attorney, Fire Chief and City Council an executive summary report summarizing the budget analysis, proposing an apportionment methodology in detail and providing funding (amount) recommendations as provided by the City Manager and Fire Chief.

Task 5. Prepare ordinances, resolution(s) or other documents authorizing and initiating the process required for the special assessment program.

Task 6. Appear before the City Council to present any required procedural ordinance and implementing resolutions.

Task 7. Update non-ad valorem assessment roll according to direction of the City Council.

Task 8. Facilitate required notices with City staff.

Task 9. Prepare a final assessment resolution levying assessments, approving the assessment roll and directing the initial use of the direct billing method for the initial fiscal year of imposition. This task will be subject in some respects to timing and direction from the City as to the fiscal year periods it wishes to fund, but the work is to focus upon implementation of funding, if possible, for the 2012-13 fiscal year.

Task 10. Appear and assist the City Council with a required public hearing to present the final assessment resolution; and, adoption thereof.

Task 11. Prepare and present the documentation necessary to file and prosecute an expedited proceeding on behalf of the City in order to obtain judicial determination as to the validity of the assessment program, including preparation of all necessary resolutions, pleadings and documentation.

Task 12. If necessary, represent the City in any appeal proceeding, including preparation of all necessary briefs and documentation and conducting oral argument before the Florida Supreme Court.

Task 13. If directed to do so, facilitate finalization and direct billing of the assessment roll (subject to favorable validation and/or appeal outcome).

Task 14. Facilitate compliance with any statutory prerequisites necessary for subsequent collection of the assessments on the annual property tax bill (FY 2013-14 and beyond. Depending on timing and direction, confirm or facilitate execution of agreements with tax collector and property appraiser as required by Section 197.3632, Florida Statutes, for collection of the special assessments on the annual property tax bill. This task will also be subject in some respects to timing issues and subsequent direction from the City as to the first fiscal year periods it intends to fund using the uniform collection method.

2. ACKNOWLEDGMENT OF USE OF NECESSARY CONSULTANTS. Pursuant to the Professional Services Agreement, the City directs and authorizes collaboration with Real Estate Research Consultants, Inc. ("RERC"), and Ennead, LLC ("Ennead") for the purpose of working with the City to develop and implement the subject funding program. In such capacity, RERC and Ennead shall not be deemed clients or subcontractors of the Firm, but also in privity with the City.

3. **COMPENSATION.** Fees will be based upon hourly rates as follows:

(A)	Bryant Miller Olive	\$295.00 per hour
(B)	RERC	\$250.00 per hour
(C)	Ennead	\$165.00 per hour

In addition to such rates, the professionals shall be entitled to reimbursement for actual costs incurred, but not exceeding that provided by Chapter 112, Florida Statutes.

BMO, RERC and Ennead recognize the financial circumstances facing Florida communities and local governments in the wake of the current national economic downturn and the reduction in tax and other revenues emanating from a general decline in property values. Notwithstanding anything herein to the contrary, the City and the firms agree to undertake the work effort contemplated hereunder based upon a negotiated and partially contingent fee as follows:

(a) The firms will undertake all of the foregoing tasks for a single initial lump sum professional services fee of \$20,000 to be paid upon delivery of the executive summary report described in Task 4;

(b) The City shall pay all reasonable costs incurred by the firms on a monthly basis (upon provision of appropriate reimbursement back-up and detail for audit purposes);

(c) The firms shall submit itemized hourly statements for all work on a monthly basis; and

(d) The City shall pay an additional contingent lump sum for all professional services and unpaid costs (with a credit for the initial \$20,000 fee paid in accordance with Item 3(a) above) following the successful validation of the assessment method and any appeal therefrom; such amount shall be due and payable notwithstanding any subsequent policy decision not to impose or collect the assessments.

A single invoice shall be provided by BMO on a periodic basis including invoices for all expenses incurred by BMO, RERC, Ennead, and any other authorized consulting expertise during the course of this work order. All invoices will provide appropriate reimbursement backup and detail required by the City for audit purposes.

These fees reflect a circumstantial discount and contingent payment agreement warranted by the size and demographics of the City, the City's direction and intent to immediately proceed to develop and impose assessments and collect same using either the tax bill collection method or the alternative method described in Article VI of the City Code, Section 46-181, including subsection (5) thereof, or as may need to be amended and restated in order to accomplish the City's objectives and the legal, administrative and policy circumstances which surround the imposition of the contemplated special assessments.

The foregoing negotiated fee structure does not cover amounts for the cost of published notices, printing or mailing, fees or charges of the property appraiser or tax collector, or similar expenses associated with assessment implementation, transcription fees or filing fees all of which will be the responsibility of the City, or any additional work not described above or for other engagements.

4. **WORK ORDER BUDGET.** The initial budget appropriation for this Work Order shall be the amount of \$25,000 (\$20,000 initial lump sum fee and a budgeted allowance for \$5,000 in demonstrated expenses). The City acknowledges that additional costs and honoring the contingent fee will require an additional budget appropriation after Tasks 1-4 herein.

Authorized by:

And accepted by:

Title: Contract Administrator

Bryant Miller Olive

Date: _____

Date: _____

Attachment 3

2011/12 Budget Amendment



**CONSENT AGENDA ITEM
 MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
FROM: TIMOTHY MOSSGROVE, FIRE CHIEF *[Signature: Timothy A. Mossgrove]*
SUBJECT: FIRE STATION GENERATOR REPLACEMENT
DATE: FEBRUARY 13, 2012

GENERAL SUMMARY/BACKGROUND: The generator for the fire department is a 45 kW generator that functions as the backup power source for the fire station located at 85 Veterans Ave. Currently the generator only runs a portion of the building when an interruption of power occurs because it does not meet the demand load to run the entire building. A needs analysis was conducted and it was determined that in order to meet the power demands when an interruption of power occurs the generator needs to be replaced/upgraded to a 100 kW single phase generator.

As per policy staff advertised for bids for the replacement generator on January 21, 2012, and closed on February 3, 2012. At the bid opening we received four bids total and all met the specifications requested. The vendors who provided us information for purchasing the generator are as follows.

Name	Address	Price
Generx Generators Inc.	1745 Grand Blvd. Holiday Florida 34690	\$30,259.00
City Electric Supply	300 W. Jefferson Street Brooksville Florida 34601	\$31,264.73
Ring Power Corp.	10421 Fern Hill Dr. Riverview Florida 33578	\$34,746.00
Emergency Power Systems	3685 Old Winter Garden Rd. Orlando Florida 32805	\$37,000.00

W **BUDGET IMPACT:** Our 11/12 Budget has \$34,000 budgeted in Fire Impact Fees Fund #114 for the generator replacement (GL Account # 114-014-522-55640 [Machinery & Equipment]). Before the generator purchase, Fire Impact Fees Reserves are approximately \$91,000.

W **LEGAL REVIEW:** Pursuant to the City's Charter, Article V, Sec. 5.04. Competitive Bidding, City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to F.S Chapter 287.

Tabled
 APPROVED BY BROOKSVILLE
 CITY COUNCIL
 ON 3/5/12 INITIALS *[Signature]*

STAFF RECOMMENDATION: Based on the bids received and meeting the specifications, staff recommends to council to accept the bid from Generx Generators Inc., for the not-to-exceed amount of \$30,259.

ATTACHMENTS:

1. Generx Generators Bid Certification
2. Minutes of Bid Opening
3. Legal Opinion

Attachment 1

Generx Generators, Inc.

Bid Certification

City of Brooksville BID/CERTIFICATION FORM
FIRE DEPARTMENT GENERATOR EQUIPMENT
RE-BID (#3) NO. PR2012-01

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

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

2. Please check one:
 - Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.

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

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

4. Bidder proposes and agrees to provide all materials, services or equipment required for the **FIRE DEPARTMENT GENERATOR EQUIPMENT RE-BID** for the Total Bid Sum of Thirty thousand and two hundred and fifty nine Dollars (\$ 30,259.00).(Must reflect same total as itemized and attached.)

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

6. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

Bidder/Company Name: Generx Generators Inc.

Name of Bidder: Generx Generators Inc.

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

If a Partnership:

Name(s) of Partner(s): _____

If a Corporation:

Incorporated in State of: Florida Date of Incorporation: 11/1/2010

Business Address: 1745 Grand Blvd.

City, State, Zip: Holiday State: FL Zip: 34690

Telephone Number: (707) 365-1498 Fax: (707) 213-9073

Submitted By: (Print) Mark Costis Title: Director

Signature: [Handwritten Signature]

ATTEST: Secretary

By: [Handwritten Signature]

UNSAK DOKUMACI

Print Name

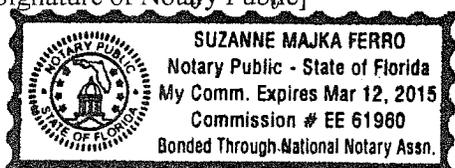
Affix Corporate Seal
(If Corporation)

State of Florida
County of

The foregoing instrument was acknowledged before me this 1st day of February, 2012, by Mark Costis, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

Suzanne Majka Ferro
[Signature of Notary Public]

Suzanne Majka Ferro
[Printed, typed or stamped name of Notary Public]



EE 61960
[Commission Number of Notary Public]

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

Attachment 2

Bid Opening Minutes

**BID OPENING MINUTES
FIRE DEPARTMENT GENERATOR EQUIPMENT
RE-BID (#3) NO. PR2012-01**

February 3, 2012

3:00 P.M.

A Bid Opening was held at approximately 3:00 p.m. on Friday, February 3, 2012, in the City Clerk's Office for **FIRE DEPARTMENT GENERATOR EQUIPMENT RE-BID (#3) NO. PR2012-01**. Janice L. Peters, City Clerk, and Kim Harsin, Recording Secretary, were in attendance.

City Clerk Peters advised that an Invitation to Bid was published in the Saturday, January 21, 2012, edition of the Hernando Times with a closing date and time set for 3:00 p.m. on Friday, February 3, 2012.

As a result, 4 sets of bids were received, all properly sealed and notated. The bids were to include a Bid Certification Form, Public Entity Crime Statement, State of Florida Contractor License Copy, Drug Free Workplace Certification Form and one original with three (3) copies of the bid submittal.

The following companies submitted bids, which were opened and the results read as follows:

<u>City Electric Supply, Brooksville, FL</u> All required documentation included; Drug Program Implemented	<u>\$31,264.73</u>
<u>Locke Well & Pump Co., Orlando, FL</u> All required documentation included; Drug Program Implemented	<u>\$37,000.00</u>
<u>Ring Power, Riverview, FL</u> All required documentation included; Drug Program Implemented	<u>\$34,746.00</u>
<u>Generx Generators, Holiday, FL</u> All required documentation included; Drug Program Implemented	<u>\$30,259.00</u>

City Clerk Peters informed bidders that the packets would be further reviewed by staff and their recommendations would be submitted to City Council. The bid opening concluded at 3:10 p.m.

Recording Secretary

Attachment 3

Legal Opinion



We mean businessSM

MEMORANDUM

TO: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: ~~ROBERT B. BATTISTA, ESQ.~~
~~THE HOGAN LAW FIRM AS CITY ATTORNEY~~

CC: THOMAS S. HOGAN, JR.

RE: LOCAL PREFERENCE

DATE: MARCH 8, 2012

ISSUE

At the City Council meeting on March 5, 2012, the Council asked if there was a policy in place to give preference to local bidders in the award of contracts.

DISCUSSION

A review of the City's existing policies and the competitive bidding section of the purchasing policy does reveal an existing authority to give preferences to local businesses in the bidding process. Section VI, para F states: " In the event two (2) or more vendors have submitted the lowest and best bids, price and service considered, preference will be given the award in the following order. First, to the vendor who has a principle place of business in the City of Brooksville. Otherwise, the bids shall be awarded by drawing lots in public." Attached is a copy of the existing competitive bidding procedure for your review, as well as AGO 2001-65, which discusses the authority of a local government to adopt local preference policies.

CONCLUSION

City Council may adopt a policy giving preference to local businesses in the bidding process, beyond a simple tie breaker. A number of municipalities and counties in Florida have

*3-12-12
With Agenda Item
on March 19th to
City Council
H. Vachas*

policies giving preference to local bidders, which may be used by City staff in formulating a revision to the existing competitive bidding process to allow local preference.

4. Violation of contract provisions of sufficient seriousness that the City Council considers debarment appropriate. This would include failure to perform or unsatisfactory performance of a contract or bid.
5. Any other cause that the City Council determines to be so serious as to affect the responsibility as a contractor to the City.

C. Any bidder being debarred will be notified in writing by the City Manager. All reasons for the action being taken by the City Council will be explained.

D. Any bidder may have the decision to debar reviewed by the City Council. This will be done by written request.

VI. Processing of Bids:

A. Sealed bids should be mailed or delivered to the City Clerk prior to the established deadline, in an envelope clearly marked, "Sealed Bid." The envelope shall state the nature of the bid and bid number.

B. On the time, date and location specified, the sealed bids will be opened and recorded by the City Clerk.

C. The City Clerk will ensure bids have been properly signed. Unsigned bids will not be considered.

D. The City Manager and staff involved will review the bids and recommend to the City Council, the vendor or vendors to receive the order on the basis of the lowest and best bid meeting specifications.

E. After a bid has been opened, a bidder will not be permitted to withdraw or alter the bid, or any deposit which may have been made. If, however, circumstances warrant, the apparent lowest and best bidder can notify the City Clerk that an error has been made in the bid. The City Clerk will require the bidder to furnish a letter detailing the error and measure of relief sought. The City Manager will present the matter, with recommendations, to the City Council for final approval.

F. In the event two (2) or more vendors have submitted the lowest and best bids, price and service considered, preference will be given the award in the following order. First, to the vendor who has a principal place of business in the City of Brooksville. Otherwise, the bids shall be awarded by drawing lots in public.

G. After approval of the award by the City Council, the City Manager will notify the successful bidder. The normal means of notification is by letter and or issuance of a purchase order, however, when the bid is awarded near the expiration date of bidders' specified time for consideration, the City Manager will notify the successful bidder of the award by the most expedient and practical means available.

H. The date the City Council approves the award shall constitute the date of acceptance regardless of the date of the letter, purchase order, or any other means of notification to the successful vendor. This approval constitutes authority for the Mayor and/or the City Manager to sign any needed contract documents.

VII. Evaluation of Deviations and Method of Award:

A. Only bids from responsive bidders are to be considered. A responsive bidder is one who has submitted a bid which conforms in all material respects to the bid specifications.

B. Deviations in bids may be either material or immaterial and minor in nature.

C. Material deviations may not be waived in order to make an award. Material deviations are those that go to the substance of the bid. The deviation affects the price, quality or delivery of the materials or services offered and is prejudicial to the rights of other bidders. Illustrative examples include:

1. Minimum specifications are not met; e.g., horsepower in a truck.
2. Type of item asked for is not being furnished as with the type of pump needed in a water plant.
3. Where price is not filled in or is subject to change at a future time during the contract period.

D. Immaterial or minor deviations are those that will not alter a bidder's position with respect to receiving the award. These may be clarified with the bidder or bidders to allow the City to understand what it will be receiving. Illustrative examples include:

1. Failure to file a certificate of non-collusion with the bid.
2. Failure to submit required proof of financial responsibility with the bid.
3. Failure to submit requested brochures, catalogs or samples with the bid providing name of manufacturer and/or model number that has been included in the proposal.

~~*~~ E. An award will be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bid documents.

VIII. Lowest Responsible Bidder:

~~*~~ A. Contracts shall be awarded to the lowest responsible bidder. In determining "lowest and responsible bidder", in addition to price, the City Council shall consider:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
4. The quality of performance of previous contracts or services;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
6. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
7. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
8. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
9. The number and scope of conditions attached to the bid.

IX. Supplemental Provisions:

A. Section 5.05 of City Code - Supplemental Provisions

After advertisement for bids, no bids are received for any of the items as required in competitive bidding, the items may be purchased on the open market at the best price obtainable; and where one or more bids are the same and are the lowest received, the contract may be awarded to one of the bidders apportioned among them where the goods are susceptible to apportionment; and where the bids are for machinery, equipment, tools and appliances any responsible bid not in excess of ten percent (10%) of the lowest responsible bid may be accepted.

X. Contractual Services/Request for Proposals

A. Contractual Services means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged thereunder; and professional technical and social services. (F.S. 287)

B. Request for proposals (RFP) means a written solicitation for sealed proposals with the title, date and hour of the public opening designated. The request for proposals is used when the agency is incapable of specifically defining the scope of work for which the commodity, group of commodities, or contractual service is required and when the agency is requesting that a qualified offeror propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. (F.S. 287)

C. Unless authorized by City Council, all contractual services shall be awarded by competitive sealed bidding in the manner outlined in this manual. When the City determines that the use of competitive sealed bidding is not practicable, contractual services shall be procured by competitive sealed proposals. The primary difference between a competitive sealed bid and a competitive sealed proposal is that a detailed description of the services (specifications) sought cannot be identified.

The advertisement for "Sealed Proposals" is the same as for "Sealed Bid" advertisement, except for minor changes in wording. (See Exhibit 14)

A request for proposal includes a statement of the services sought; the date for submittal of proposals; and all contractual terms and conditions applicable to the procurement of contractual services. The criteria for the RFP shall include price, but need not be limited only to price in determining acceptability of the proposal. If the City contemplates yearly renewal of the contract, it shall be so stated in the request, with the price for each year included. Evaluation of proposals shall include consideration of the total cost for each year as quoted by the proposer. To assure full understanding of the solicitation requirements, discussions may be conducted with qualified offerors. The department/division head requesting the service will be responsible for scheduling conferences with the proposers and notifying the necessary staff members of the time and place for the conference. The offers shall be accorded fair and equal treatment prior to the submittal date specified in the "Request for Proposals" with respect to any opportunity for discussion and revision of proposals.

The processing of sealed proposals will be the same as the processing of sealed bids - see page 16, except that the envelope will be marked "Sealed Proposal" and states the nature of the proposal and proposal number.

Florida Attorney General Advisory Legal Opinion

Number: AGO 2001-65

Date: September 14, 2001

Subject: School board award of contract, local preference

Mr. Stephen W. Johnson
Lake County School Board Attorney
Post Office Box 491357
Leesburg, Florida 34749-1357

RE: SCHOOLS--SCHOOL BOARDS--CONTRACTS--COMPETITIVE BIDDING--board policy to awarding contracts based on local preference. ss. 230.23005, 235.31, 237.02, 283.32, 283.35, 287.055, 287.082, and 287.084, Fla. Stat.

Dear Mr. Johnson:

On behalf of the Lake County School Board, you ask substantially the following question:

May the Lake County School Board adopt a policy in awarding purchasing and professional services contracts that would give preference to bidders who reside within Lake County?

In sum:

The Lake County School Board may adopt a policy in awarding purchasing and professional services contracts that gives preference to businesses located within Lake County to the extent such policy does not conflict with statutorily prescribed preferences.

You state that the Lake County School Board wishes to enact a policy giving preference to bidders who reside in Lake County. Preference would be given in the form of a small percentage reduction in the contract price or, in the event of equally qualified vendors, local bidders would be awarded the contract.

This office has previously addressed the adoption of a home town hiring policy by a school board in awarding construction contracts for educational facilities. In Attorney General Opinion 87-18, a school board proposed a policy requiring at least 50 percent of the employees of any contractor on any construction project to be residents of the home county, with at least 10 percent of the

employees being women and 25 percent of the employees being minorities. While recognizing the statutory authority to set aside a certain percentage of projects for minority business enterprises, [1] this office concluded that the legislative direction in section 235.31, Florida Statutes, for the advertising and awarding of contracts for school construction projects precluded a school board from otherwise restricting the awarding of such contracts based upon residency.

Although section 235.31, Florida Statutes, has been amended since Attorney General Opinion 87-18 was issued, those amendments do not alter the conclusions reached in that opinion. Thus, to the extent section 235.31, Florida Statutes, controls the advertising and awarding of school construction contracts, a school board policy governing such contracts should be consistent.

In the instant inquiry, you ask about the board implementing a policy giving preference to businesses within Lake County in contracts for purchasing and professional services.

The Legislature has authorized preferences for awarding contracts under specific circumstances. For instance, in awarding printing contracts, state agencies may allow up to a 10-percent price preference to bidders who certify that the materials used in printing contain at least a minimum percentage of recycled content. [2] Also, when competitive bids are received by a state agency, one or more of which relates to commodities manufactured, grown, or produced within Florida, and whenever the things stated in the bid relative to price, quality, and service are equal, a preference shall be given to commodities manufactured, grown, or produced in this state. [3] While these preferences apply to purchases by state agencies, there are areas in which the Legislature has authorized preferences for other governmental entities.

For purchases of personal property, the Legislature has placed Florida businesses on equal footing with out-of-state businesses that enjoy preferences in their home states. Section 287.084(1), Florida Statutes, states:

When an agency, county, municipality, school district, or other political subdivision of the state is required to make purchases of personal property through competitive bidding and the lowest responsible bid is by a bidder whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, county, municipality, school district, or other political subdivision of this state may award a preference to the lowest responsible bidder having a principal place of business within this state, which preference is equal to the preference granted by the

state or political subdivision thereof in which the lowest responsible bidder has his or her principal place of business. [4]

The Legislature has set up specific criteria under which Florida businesses may be given preference in the award of a competitive contract for the purchase of personal property over an out-of-state bidder. While school boards have home rule powers, the exercise of such power may not conflict with a state statute. [5] I would note, however, that section 230.23005(2), Florida Statutes, grants school boards the power to adopt fiscal management policies with respect to school purchasing. These policies specifically may govern:

"Sales calls and demonstrations by agents, solicitors, salespersons, and vendors on campus; local preference criteria for vendors; specifications for quantity purchasing; prioritization of awards for bids; declining bid awards; and purchase requisitions, approvals, and routing." [6] (e.s.)

Thus, the Legislature has recognized that school board policies may encompass local preference criteria for vendors.

Rule 6A-1.012(6), Florida Administrative Code, along with the general authority of school boards to establish policies governing purchases in section 237.02, Florida Statutes, have been cited to support a school board's discretion in establishing its purchasing policies. Rule 6A-1.012(6) reiterates the need for at least three competitive bids for any authorized purchase or contract for services exceeding a specified amount and requires that the board, in accepting a bid, "accept the lowest and best bid from a responsive and responsible bidder." As noted in Attorney General Opinion 87-18, courts have construed the term "lowest responsible bidder" to mean a consideration of the character or quality of the materials or work proposed to be supplied, as well as financial ability, judgment, skill, experience, reputation, integrity and other matters concerning a bidder. [7] The cited rule and judicial interpretation of what constitutes a "lowest responsible bidder," however, does not prohibit a school board from considering the bidder's place of business in making its determination of which is the lowest and best bid from a responsive and responsible bidder for the purchase of personal property.

The procurement of professional services would appear to be open to the same discretion discussed above. Section 287.055, Florida Statutes, specifically applicable to school districts, governs the acquisition of professional architectural, engineering, landscape architectural, surveying, and mapping services. The Legislature has provided for a competitive selection process of no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, an agency must consider such factors as:

"the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms." [8] (e.s.)

An agency negotiates a contract with the most qualified firm at a price that is fair, competitive and reasonable. In the event negotiations are unsuccessful, the agency negotiates with the second most qualified firm. The term "location" appears to relate to the firm's place of business, in that all of the other qualifying characteristics relate to the firm. [9] Thus, the Legislature has acknowledged that the location of a firm bidding for professional services may be considered in awarding the contract.

In *City of Port Orange v. Leechase Corporation*, [10] the district court reviewed the legality of a municipality's bidding ordinance giving preference to bidders whose principal places of business were located within the municipality. The lower court had found the ordinance to be flawed as against public policy. The district court reversed, finding no contravening public policy established by the state or federal constitutions, or by state statute, that would preclude the municipality from enacting such an ordinance. Given the existence of a duly enacted ordinance that the municipality had followed, the court refused to evaluate the wisdom of the ordinance's enactment. The district court distinguished these circumstances from those in *Marriott Corporation v. Metropolitan Dade County*, [11] where the court reversed the county commission's award of a contract to a local bidder who was not the lowest bidder when there existed a permanent resolution (tantamount to an ordinance) providing for the competitive bidding of such contracts with no provision for local preference.

Accordingly, it is my opinion that the Lake County School Board may adopt a policy giving preference to residents of Lake County in awarding purchasing and professional services contracts to the extent such a policy does not conflict with statutes or rules prescribing the competitive bidding process contemplated for such contracts.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tls

[1] See, 235.31(1)(c), Fla. Stat.

[2] Section 283.32, Fla. Stat. See also, s. 287.045(5), Fla. Stat., allowing up to a 10-percent price preference to a responsive bidder certifying that the materials contained the minimum percentage of recycled content.

[3] Section 287.082, Fla. Stat. See also, s. 287.087, Fla. Stat., giving preference to businesses with drug-free work-place programs and s. 283.35, Fla. Stat., requiring an agency of the executive branch of the state to give preference to bidders located within the state when awarding contracts to have materials printed, if such printing can be done at no greater expense and with comparable quality obtainable from the out-of-state bidder.

[4] Section 287.084(2), Fla. Stat., requires out-of-state bidders responding to an invitation to bid which provides for the granting of the preference allowed under this section to provide a written opinion of an attorney licensed in that state as to the preferences granted by the foreign state to its own business entities.

[5] See, Op. Att'y Gen. Fla. 84-95 (1984).

[6] Section 230.23005(2)(a), Fla. Stat.

[7] Attorney General Opinion 87-18 (1987), citing, *Suburban Inv. Co. v. Hyde*, 55 So. 76 (Fla. 1911); *Eggart v. Westmark*, 45 So. 2d 505 (Fla. 1950); *Marriott Corp. v. Metropolitan Dade Co.*, 383 So. 2d 662 (Fla. 3rd DCA 1980).

[8] Section 287.055(4)(b), Fla. Stat.

[9] See, Ops. Att'y Gen. Fla. 00-07 (2000) (while staff analysis refers to "invoices," that term should be construed in light of the other types of information referenced); 94-12 (1994); 90-55 (1990) (terms of section should be construed in connection with, and their meaning ascertained by reference to, the other words and phrases of the section with which they are associated).

[10] 430 So. 2d 534 (Fla. 5th DCA 1983).

[11] 383 So. 2d 662 (Fla. 3rd DCA 1980).

Florida Attorney General Advisory Legal Opinion

Number: AGO 2001-65

Date: September 14, 2001

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state or political subdivision thereof in which the lowest responsible bidder has his or her principal place of business.[4]

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"the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms." [8] (e.s.)

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Sincerely,

Robert A. Butterworth
Attorney General

RAB/tls

[1] See, 235.31(1)(c), Fla. Stat.

[2] Section 283.32, Fla. Stat. See also, s. 287.045(5), Fla. Stat., allowing up to a 10-percent price preference to a responsive bidder certifying that the materials contained the minimum percentage of recycled content.

[3] Section 287.082, Fla. Stat. See also, s. 287.087, Fla. Stat., giving preference to businesses with drug-free work-place programs and s. 283.35, Fla. Stat., requiring an agency of the executive branch of the state to give preference to bidders located within the state when awarding contracts to have materials printed, if such printing can be done at no greater expense and with comparable quality obtainable from the out-of-state bidder.

[4] Section 287.084(2), Fla. Stat., requires out-of-state bidders responding to an invitation to bid which provides for the granting of the preference allowed under this section to provide a written opinion of an attorney licensed in that state as to the preferences granted by the foreign state to its own business entities.

[5] See, Op. Att'y Gen. Fla. 84-95 (1984).

[6] Section 230.23005(2)(a), Fla. Stat.

[7] Attorney General Opinion 87-18 (1987), citing, *Suburban Inv. Co. v. Hyde*, 55 So. 76 (Fla. 1911); *Eggart v. Westmark*, 45 So. 2d 505 (Fla. 1950); *Marriott Corp. v. Metropolitan Dade Co.*, 383 So. 2d 662 (Fla. 3rd DCA 1980).

[8] Section 287.055(4)(b), Fla. Stat.

[9] See, Ops. Att'y Gen. Fla. 00-07 (2000) (while staff analysis refers to "invoices," that term should be construed in light of the other types of information referenced); 94-12 (1994); 90-55 (1990) (terms of section should be construed in connection with, and their meaning ascertained by reference to, the other words and phrases of the section with which they are associated).

[10] 430 So. 2d 534 (Fla. 5th DCA 1983).

[11] 383 So. 2d 662 (Fla. 3rd DCA 1980).

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – March 19, 2012

1. **TYPE:** Annual Report
 RECEIVED: March 1, 2012
 RECEIVED FROM: The Hogan Law Firm, LLC
 ADDRESSED TO: City Manager
 SUBJECT: Annual Report for Legal Services – FY 2010/11

03-01-12A09:40 RCVD



ANNUAL REPORT

LEGAL SERVICES FOR FISCAL YEAR 2010-2011

Prepared By:



We mean businessSM

20 S. BROAD STREET
POST OFFICE BOX 485
BROOKSVILLE, FL 34605

{00308024}

CTN
03-19-12
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ANNUAL REPORT

LEGAL SERVICES FOR FISCAL YEAR 2010-2011

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 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 toward achieving goals. Regular meetings are held with 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;
- 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 2010-2011, 1132.50 hours were invested in City legal services, approximately \$ 7,559.64 in costs was incurred; fees of \$164,470.50 were billed for the fiscal year, resulting in total fees and costs of \$172,030.14, which are the lowest amounts of hours, fees and costs in the firm's four year history of representing the City. In addition, the firm received \$875,000 separately through a contingency fee arrangement with the City.

In 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.

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 2010-2011, approximately one hundred eighty five (185) hours of attorney time reflected above 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 2010-2011 was \$145.23 without costs, and \$151.90 with costs. By comparison, in 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 2010-2011 average hourly rate is lower than previous years, primarily due to reduced time and costs incurred in litigation matters.

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

- Exhibit 1 FY 2010/2011 Percent of Time Invested By Category
- Exhibit 2 FY 2010/2011 Dollars Invested By Category (Fees and Costs)
- Exhibit 3 Three Year Trend Hours by Category/Department
- Exhibit 4 Firm Profile
- Exhibit 5 Firm Organizational Chart
- Exhibit 6 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 327 hours of time in litigation-related matters; accounting for twenty nine percent (29%) of fees and costs in the amount of \$52,507.81. This is a decrease from the 617 hours of litigation time last fiscal year, primarily due to the settlement of two bond litigation 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: Closed. This was 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 were disbursed from The Hogan Law Firm account with completion of the improvements on or about 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, with a hearing on the City's Motion for Summary Judgment scheduled for January 30, 2012.

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. A Settlement Agreement has been sent to the City and opposing counsel for review.

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. The City's Motion for Summary Judgment is set for hearing on January 30, 2012.

City of Brooksville v. Henry Scrivens
Fifth Judicial Circuit Court in and for Hernando County
Case No. 2010-CA-3522

Status: Open

This involves a civil forfeiture of property recovered during arrest pursuant to the Florida Contraband Seizure Act. The City's Motion for Summary Judgment is set for hearing on January 30, 2012.

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. 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

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

Case No. 8:10-cv-02326-JDW-EAJ

Filed on: 9/23/2010

Status: Closed.

The City filed suit for declaratory judgment, breach of contract and to foreclose on performance bonds that were issued to secure public works infrastructure at Cascades at Southern Hills Plantation, Phases 1, 2, 2-A, 3, and 3A-1. The case was remanded to the U.S. District Court for the Middle District of Florida.

The City met with representatives from Travelers Insurance Company, Chubb/Federal Insurance Company and Duke Energy to agree on a settlement. The case settled with the City for a total amount of \$3,500,000. Attorney fees pursuant to a contingency fee agreement with The Hogan Law Firm totaled \$875,000, from which \$8,000 was paid to outside bankruptcy counsel. The City's net settlement proceeds were \$2,625,000.00

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: Closed.

The final public hearing was held on September 23, 2010 and the Public Service Commission's recommendation was 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. Skyland dropped the petition and the matter was closed.

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.

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: Closed

This is a claim by a former employee for wrongful termination in violation of the Florida Police Officer's Bill of Rights. A hearing was held on February 1, 2012 on the Petition for Injunctive Relief filed by Elliott. The court ruled in favor of the City.

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 an appeal in the U.S. 11th Circuit Court of Appeals on September 1, 2010 and oral arguments were heard on July 25, 2011. The court's decision is pending.

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. The matter has been placed in abeyance until such time as a similar case against the City of Orlando has been decided in the Florida Fifth District Court of Appeal.

City of Brooksville v. Deandre Gant

Fifth Judicial Circuit Court in and for Hernando County

Case No. 2011-CA-817

Filed on: 4/28/2011

Status: Closed

This involved a civil forfeiture of property recovered during arrest pursuant to the Florida Contraband Seizure Act. The City's Motion for Summary Judgment was granted in favor of the City in the amount of \$2,250 on 11/20/2011.

Elvira Ozborn v. City of Brooksville
Fifth Judicial Circuit Court in and for Hernando County
Case No. CA-11-0316
Filed on: 2/14/2011
Status: Open

This is a claim from a former police officer for reinstatement of her job with back pay and benefits. It is being handled by the City's insurance carrier. The file remains open for monitoring.

Shawn Terry v. City of Brooksville

This was a pre-suit claim from a former employee for reimbursement of \$ 31,581.19 in attorney fees incurred in an action alleging illegal acts by the City regarding the termination of his employment. The City's insurance carrier paid \$15,790.60 and the City paid \$ 15,790.59 pursuant to a Settlement Agreement between the parties.

Status: Closed.

James W. Holliday, Paula A. Holliday, And Gary R. Sutton And Cynthia M. Sutton Family Trust U/T/D
11/09/95 v. City of Brooksville
Fifth Judicial Circuit Court in and for Hernando County
Case No. 11-1712

Filed on: 9/09/2011

Status: Open

This complaint with a petition for Writ of Mandamus was filed by two Southern Hills Plantation Phase 3-B lot owners, who alleged that the City was responsible for the paving and improvement of Real Tree Lane with the monies received from bond proceeds. Following the court's issuance of the writ of mandamus and the City's response to same, the court ruled in favor of the City and denied the Writ of Mandamus. Plaintiffs filed a motion for rehearing, the City responded, and the matter is pending.

Roseanna Morrongiello v. Bayport Group Llc, A Florida Limited
Liability Corporation, The City Of Brooksville, et al.
Fifth Judicial Circuit Court in and for Hernando County

Case No. CA-11-1773

Filed on: 8/21/2011

Status: Open

This is a quiet title action in which the City of Brooksville was named a defendant by virtue of an easement and dedicated right of way on property located between Sharon Street and Ward Avenue.

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 72 hours of time in researching and drafting ordinances. This accounts for six percent (6%) of fees and costs in the amount of \$9,942.00.

The following identifies the various ordinances which were passed in fiscal year 2010/2011.

- Ordinance No. 776 - Natural Gas Franchise
- Ordinance No. 777A - Flagstone Pavers
- Ordinance No. 783 - Sale of Alcoholic Beverages
- Ordinance No. 815 - Sea Gate Land Holdings
- Ordinance No. 816 - Water Restrictions
- Ordinance No. 817 - Pain Clinic Moratorium
- Ordinance No. 818 - Cemetery Code Change/Green Burials
- Ordinance No. 819 - Temporary Sign Regulations
- Ordinance No. 820 - Economic Development Incentives
- Ordinance No. 821 - Firearms Code Change
- Ordinance No. 822 - Encore Construction
- Ordinance No. 823 - FDEP Requirements
- Ordinance No. 824 - Competitive Bidding and Purchasing
- Ordinance No. 825 - Budget FY 2011/2012

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-one (31) public meetings this fiscal year. In addition, an attorney from the Firm participated in City management staff meetings. An attorney has also been available to attend other meetings as required or requested.

The Firm invested about 392 hours in General Administration activities and public meetings and workshops; accounting for thirty four (34%) of fees and costs in the amount of \$57,477.00. This is an increase from the 303 hours invested last year, due in large part the time spent drafting and negotiating the ESG and Encore contracts and the SunTrust financing agreements. The Firm has also assisted in the following:

- Reviewing Ordinance 825 – Fiscal Year 2011/2012 Budget
- Reviewing, advising and filing proofs of claim in numerous local bankruptcy matters.
- Reviewing requests and responses to various public records requests.
- Preparing presentation on the Sunshine Law for all City advisory boards and conducting the training.
- Preparing and presenting Power Point presentations on Performance Bonds for two Florida League of Cities Legislative Delegation committee conferences.
- Coordinating and participating in a meeting with representatives of Bryant Miller Olive regarding alternative methods for fire assessments.
- Researching and drafting the ordinances for Encore Construction, Pain Management and Competitive Bidding and Purchasing.
- Drafting the resolution for tie breaking procedures for tie votes of City Council.

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

- Procedures for tie breaking a tie vote by council
- Water/waste water and solid waste enterprises funds
- Firearms Ordinance
- Parliamentary rules and council meeting procedures
- Personnel records and public records requests
- Elevator contracts and safety
- Tobacco Free Campus policy

CODE ENFORCEMENT

The Firm prosecutes code enforcement violations on behalf of the City at the monthly Special Magistrate Code Enforcement Hearings. The Firm has attended eleven (11) code violation hearings, which is a decrease from eighty four (84) last year, due to the reduction in red light camera violations. Approximately twenty two (22) hours were spent reviewing and prosecuting code violations including attendance at hearings; a decrease from the ninety (90) hours incurred last year. Fees and costs allocated to Code Enforcement matters account for two percent (2%) of the total in the amount of \$3,289.

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 93 hours were invested in legal issues regarding community development activities; accounting for eight percent (8%) of total fees and costs in the amount \$14,063.

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 collecting \$42,948.75 from GreenPointe Communities, LLC 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, as well as Travelers Insurance Company and Federal/Chubb Insurance Group for infrastructure improvements in Phases Three and Three A-1.

The Firm assisted in drafting the following:

- Good Neighbor Trail Memorandum of Understanding with Florida Progress Energy for Phase Two-B

- Proposed form for Performance Bond
- Interlocal Agreement for Enhancement Projects
- Economic Incentives Ordinance

The Firm also attended all the Planning & Zoning Commission meetings and assisted in revising the Land Development Code. The Firm researched, reviewed, and revised, as necessary, the following resolutions:

- Resolution 2010-09 - adopting CRA budget for FY 2010-2011
- Resolution 2011-01 - to adopt cemetery rules and fee changes
- Resolution 2011-03 - to adopt parks and recreation rules changes
- Resolution 2011-04 - to establish tie breaking procedure to be used when filling vacant council seat
- Resolution 2011-05 - to advocate for the Fort Dade post office
- Resolution 2011-06 - to establish the costs for public records
- Resolution 2011-07 - to designate the council member for seat #4
- Resolution 2011-09 - to establish purchasing limits
- Resolution 2011-10 - to establish the FDOT Annual Veterans Parade route
- Resolution 2011-11 - to establish millage rate for FY 2011/2012

FIRE DEPARTMENT

The Firm worked with the City Manager and the Fire Chief to review, research, and draft the Interlocal on Community Readiness and met with local union representatives regarding grievances.

In addition, the Firm expended approximately 20 hours in collective bargaining matters and 18 hours in legal matters for the Fire Department. Fees and costs allocated to legal matters for the Fire Department total \$3,289.

HUMAN RESOURCES

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 were revised, finalized, and adopted by City Council:

- 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
- Drug Free Workplace
- Email and Computer Use

The Firm also researched and assisted with unemployment matters, grievances, E-Verify procedures and implementation and tobacco free workplace policy issues. The Firm invested approximately 78 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 \$11,547 dollars were invested by the City in this area.

PARKS & RECREATION DEPARTMENT

The Firm spent about 32 hours of time on legal matters for the Parks and Recreation Department; accounting for about \$4,981 in fees and costs. Work in this department included the following matters:

- Lease for Quarry Golf Course
- Alcoholic beverage rules for the Quarry
- Alarm contract, elevator safety issues and contract, and grant applications
- Changes to Cemetery and Park rules and regulations
- Green burial research/agreement
- Reviews of miscellaneous vendor contracts and claims of lien filed against the Enrichment Center.

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 38 hours of time and \$5,066 in fees and costs were invested in police department related legal matters (not including litigation), including work on the following:

- Feasibility of implementing additional fees for ordinance violations and public records requests
- Monitoring progress of various internal investigations
- Review and revise Sensys contract for red light cameras

PUBLIC WORKS DEPARTMENT

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

- Amended and Restated Encore Agreement
- FDEP audit report
- Change Order #1 – Energy Systems Group
- Welcome Sign
- Elevated Water Tank Bid Award

Efforts in this area included nearly 40 hours of attorney time; accounting for \$6,579 dollars in fees and costs.

CONCLUSION

The Hogan Law Firm has had the continued pleasure of representing the City of Brooksville over the last four 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 2010/2011 TIME INVESTED BY CATEGORY

- Litigation
- Ordinances
- Public Meetings & Workshops
- General Administration
- Code Enforcement
- Community Development
- Fire Department
- Human Resources
- Parks & Recreation
- Police Department
- Public Works
- Collective Bargaining

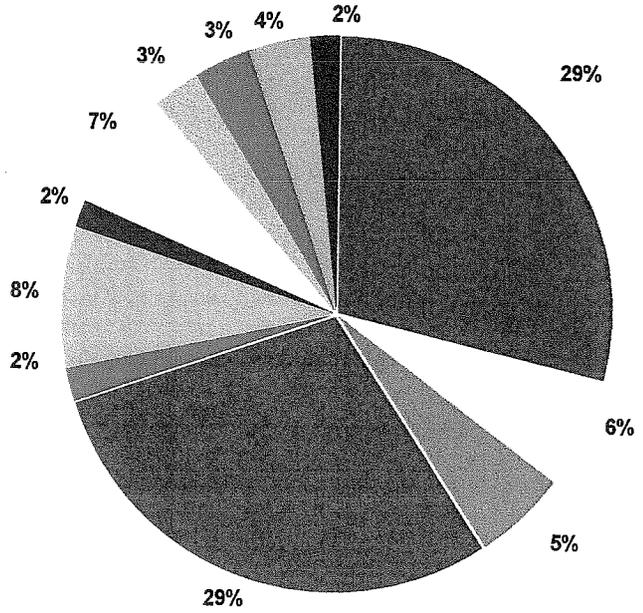


EXHIBIT 2
FY 2010/2011 DOLLARS INVESTED BY CATEGORY

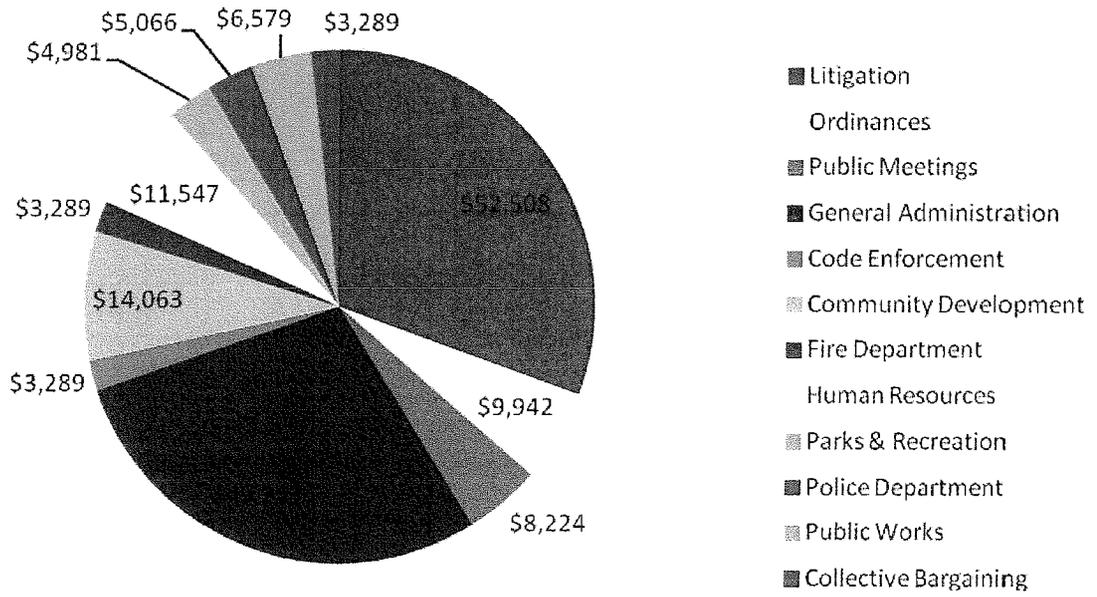


EXHIBIT 3
THREE YEAR TREND OF HOURS BY CATEGORY

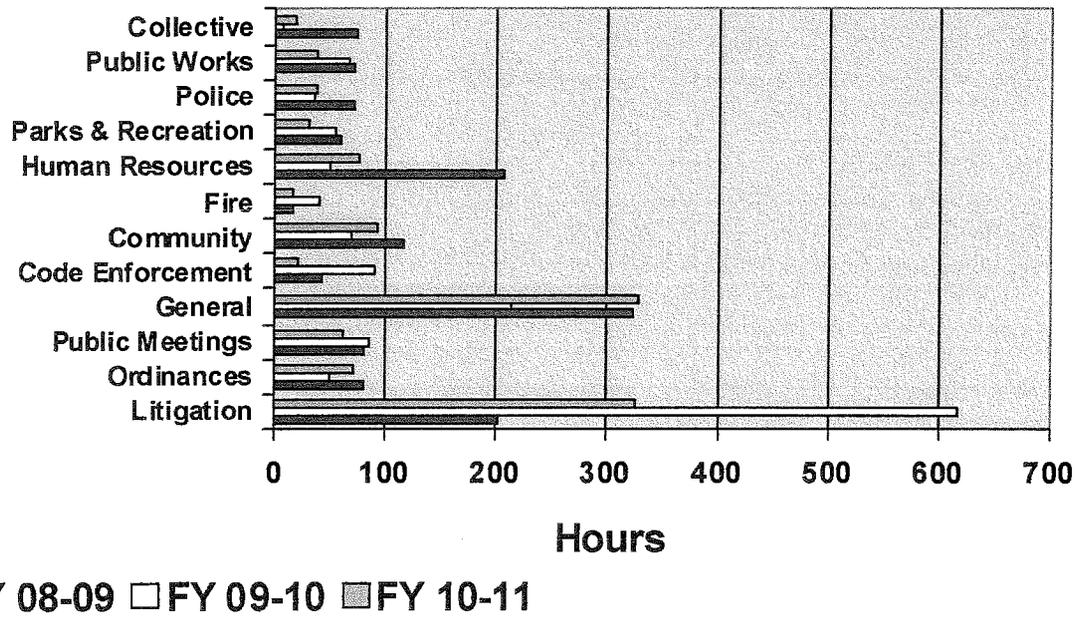


EXHIBIT 4 FIRM PROFILE

Founded in 1989, The Hogan Law Firm, LLC (the "Firm") is the largest law firm in Hernando County. The Firm has eight (8) attorneys available to the City, each concentrating in different legal disciplines. Our experienced team of attorneys practice in the areas of: Local Government Law; Commercial/Civil Litigation; Labor and Employment Law, Business Law; Corporate Law; Estate Planning; Family Law; 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.

Professional biographies, summarizing qualifications, education, and experience for each of the Firm's attorneys are found in Exhibit 6. 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, and George G. Angeliadis. 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

- 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
- Rotary Club of Spring Hill
- Spring Hill Kiwanis Club
- West Pasco Republican's Club

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

EXHIBIT 5 ORGANIZATIONAL CHART

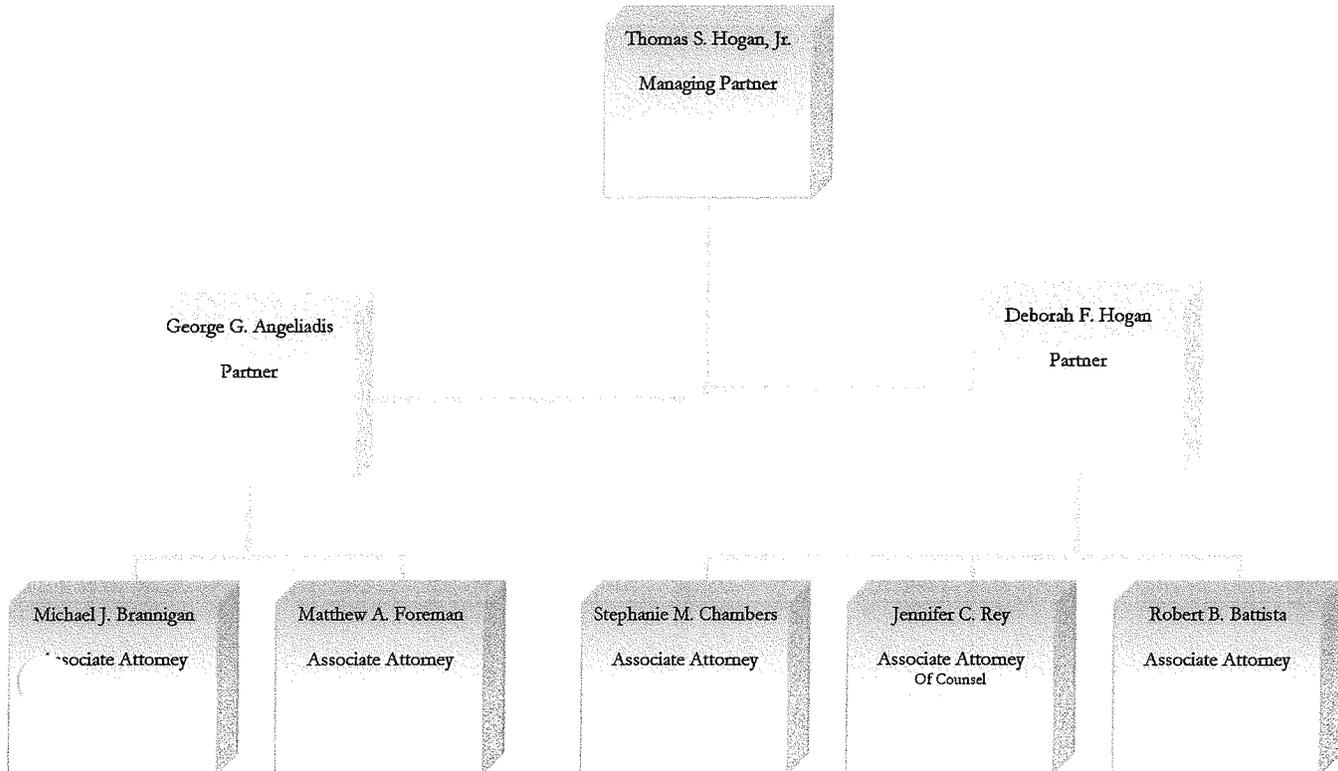
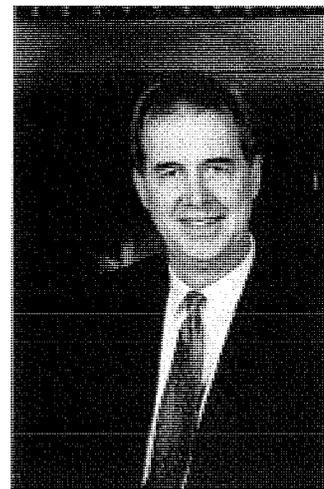


EXHIBIT 6 - ATTORNEY BIOGRAPHIES

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.

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.

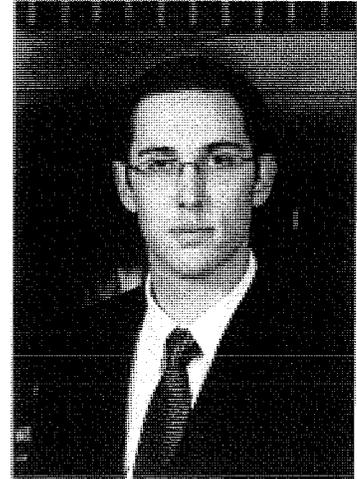


As a prosecutor, Mr. Brannigan handled a wide variety of criminal prosecution matters ranging from traffic infractions and DUI's to serious felony crimes. As a sole practitioner, Mr. Brannigan represented clients in the areas of criminal defense, personal injury, civil litigation, and family law throughout Hernando, Pinellas and Hillsborough Counties. Since joining The Hogan Law Firm in 2006, he has served as the city attorney for the City of Port Richey and currently practices primarily in the areas of Government Law, Criminal Defense, Civil Litigation, Personal Injury, 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, serves on the Board of Directors of High Fives for Hope, Inc., and is a member of the Hernando County School Board.



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.

Jennifer C. Rey, Esq.

A Florida native, Ms. Rey resided in Brooksville, Florida from 1986, until recently relocating out of state. 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.



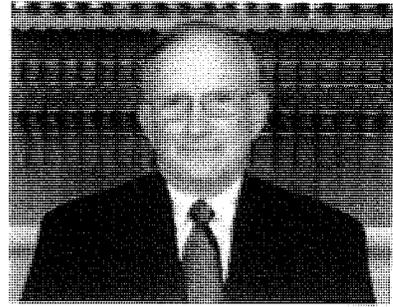
Ms. Rey is a Florida Supreme Court certified circuit court mediator and is trained in Residential Foreclosure Mediation. Ms. Rey holds a Senior Professional in Human Resources (SPHR) and a Global Professional in Human Resources (GPHR) certifications from the Human Resources Certification Institute. Ms. 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 focused on employment law, business litigation, business transactions and government law. Ms. Rey litigated performance and payment bond, trade infringement, wage and hour, FMLA and various contract dispute matters for government and corporate clients. She 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), and remains an associate of counsel for the firm.

Robert B. "Butch" Battista, Esq.

A Florida native, Mr. Battista has resided in Brooksville, Florida since 1989. He earned a Bachelor of Arts degree in History from Virginia Military Institute and a Master's of Arts in International Relations from the University of Arkansas. Mr. Battista earned his Juris Doctorate from the University of Florida and was admitted to the Florida Bar in 1988. He is also admitted to practice before the U.S. District Court for the Middle District of Florida, and the United States Court of Appeals, 11th Circuit.



He served in the United States Air Force from 1965 to 1985 where his duties included flying the F-4 Phantom jet, negotiating a contract for a computerized military exercise system, and developing and managing the entire European Theater and air crew training program for 21 squadrons. He was awarded the Distinguished Flying Cross, the Air Force Commendation Medal, the Air Force Meritorious Service Medal, and the Defense Meritorious Service Medal for Exemplary Performance of Duties.

He served as Hernando County Assistant County Attorney from 1989 to 1993, providing a full range of legal services to various county departments, as well as legal support to the County Tax Collector, County Property Appraiser, Clerk of Court, Supervisor of Elections and the Hernando County Water and Sewer District. In 1993 he was designated Managing Attorney for the Hernando County Legal Department and was responsible for budget, personnel and administrative issues until 1995.

In 1995 he opened a private practice and in addition to representing clients in domestic, bankruptcy, social security disability, land use and commercial areas of the law, served as the City Attorney for the City of Brooksville, General Counsel to the Spring Hill Fire and Rescue District, and heard appeals of land use and development decisions for the Citrus County Board of County Commissioners until 2001.

He became the Citrus County Attorney in 2001 and was responsible for providing legal transactional and litigation services in support of the Board of County Commissioners and Administration. While in Citrus County, Mr. Battista supervised two assistant county attorneys, support staff, and created an active "preventative law" program providing periodic training to employees to ensure that staff was aware of statutory and case law changes that affected their department operations.

"Butch" joined The Hogan Law Firm in September, 2011, where he serves as a member of the firm's local government law practice.

Stephanie M. Chambers, Esq.

Stephanie, a native Floridian raised in Spring Hill, Florida, is an associate counsel of The Hogan Law Firm. She graduated from The University of South Florida and received a Bachelor of Arts degree in Political Science, magna cum laude, in 2005.

Ms. Chambers earned her Juris Doctor degree, magna cum laude, from Stetson University College of Law in 2009. She was admitted to the Florida Bar in 2009.

While at Stetson, Ms. Chambers was a member of the Stetson Law Review and Moot

Court Board. She also received the William F. Blews Pro Bono Service Award. Ms. Chambers worked as a Trial Court Staff Attorney in the Thirteenth Judicial Circuit from 2009 until she joined The Hogan Law Firm in 2011.

She practices in the areas of general civil law and local government law.

