

**CITY OF BROOKSVILLE  
REGULAR CITY COUNCIL MEETING  
COUNCIL CHAMBERS  
201 HOWELL AVENUE  
BROOKSVILLE, FL 34601**

**AGENDA**

October 1, 2012

7:00 P.M.

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

**1. Proclamation for Fire Prevention Week October 7 – 13<sup>th</sup>**

Presentation of a Proclamation honoring Fire Prevention Week October 7-13, 2012.

Presentation: Mayor

**2. Margaret R. Ghiotto Improvement Award – Residential Award**

Recognition of improvements to the property of Wanda Washington-Burnett, located at 754 S. Lemon Avenue.

Presentation: Scott Renz, Beautification Board  
Chair and Mayor

Attachments: Letter from Beautification Board  
Chair dated 09/12/12; Award  
Certificate

**3. Margaret R. Ghiotto Improvement Award - Commercial Award**

Recognition of improvements to the property owned by Mr. & Mrs. Williams Combs, Sr., located at 303 West Jefferson, Combs Appliance.

Presentation: Scott Renz, Beautification Board  
Chair and Mayor

Attachments: Letter from Beautification Board  
Chair dated 09/12/12; Award  
Certificate

**D. CITIZEN INPUT**

## REGULAR COUNCIL MEETING – October 1, 2012

### E. CONSENT AGENDA

1. **Minutes**
  - a. April 18, 2011 Executive Session  
Travelers Casualty & Surety Co. of America & Chubb Group
2. **Southwest Direct Agreement**  
Consideration of 1-year extension of the contract for utility billing services.
3. **Purchase and Surplus of Police Vehicles**  
Consideration of the purchase of three police vehicles via the State Bid Contract and surplus of three vehicles.
4. **Computer Replacement for Police Department**  
Consideration of purchase to upgrade Police Department computers.
5. **Emergency Repair of School Street Lift Station**  
Consideration of emergency repair to the 88 HP Sewage Pump at the School Street Lift Station for the not-to-exceed amount of \$21,610.

### CONSENT AGENDA APPROVAL (✓)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Minutes; 2) Memo for Director of Finance dated 10/01/12, Letter from SouthWest Direct, Inc., Original Contract; 3) Memo from Police Chief dated 10/01/12, Maroone Chrysler Quick Quote Sheets, Dana Safety Supply Sales Quotes; 4) Memo from Police Chief dated 10/01/12, Memo from Peggy Beyer, Requisition, Quotes; 5) Memo from Director of Public Works dated 09/24/12, Xylem Memo and Service Estimate

### F. REGULAR AGENDA

1. **Temporary Sign Ordinance No. 819 Update**  
Summary report on the effectiveness of the Temporary Sign Ordinance adopted on September 19, 2011, for a one year period.

Presentation:	Director of Community Development
Recommendation:	Direction to Staff
Attachments:	Memo from Director of Community Development date 10/01/12, Ordinance

## REGULAR COUNCIL MEETING – October 1, 2012

- 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](http://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*  
*Proclamation*

**WHEREAS**, Fire Prevention Week was established to commemorate the Great Chicago Fire of 1871 that tragically killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures and burned more than 2,000 acres, changing the way firefighters and public officials thought about fire safety; and,

**WHEREAS**, The President of the United States signed a proclamation pronouncing a national observance during that week every year since 1925; and,

**WHEREAS**, the City of Brooksville is committed to ensuring the safety and security of all those living in and visiting our city; and,

**WHEREAS**, City of Brooksville firefighters are dedicated to reducing the occurrence of structure fires and related injuries through fire prevention and public safety education; and,

**WHEREAS**, the 2012 theme, "Have Two Ways Out!" focuses on how to protect your home and families with life-saving technologies and encourages home escape planning, such as marking a door and window that can be used to get out of every room; having an adult sound the smoke alarm and practicing your escape plan twice a year; choosing a place outside in front of your home where everyone can meet once they have escaped; and finally, keeping an escape plan posted on the refrigerator.

**NOW, THEREFORE, WE THE UNDERSIGNED, AS CITY COUNCIL FOR AND ON BEHALF OF THE CITY OF BROOKSVILLE, DO HEREBY PROCLAIM** October 7-13, 2012, as

*Fire Prevention Week*

and urge all citizens in the City of Brooksville and surrounding communities to protect their homes and families by heeding the important safety messages of Fire Prevention Week 2012, and to support the many public safety activities and efforts of the Brooksville Fire Department.

**IN WITNESS WHEREOF**, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 1<sup>st</sup> day of October, 2012.

**CITY OF BROOKSVILLE**

\_\_\_\_\_  
Joseph E. Johnston, III, Mayor

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

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

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

\_\_\_\_\_  
Kevin Hohn, Council Member

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

# City of Brooksville



AGENDA

C-2  
10/1/12

352.540.3810 Phone

352.544.5424 Fax

September 12, 2012

Ms. Wanda Renee Washington-Burnett  
754 South Lemon Avenue  
Brooksville, FL 34601

Dear Ms. Washington-Burnett:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Residential Improvement Award for beautifying the property located at 754 South Lemon Avenue.

The Certificate of Recognition and "rotating" outdoor sign will be presented to you by the Beautification Board Chairman at the next regular City Council Meeting to be held Monday, October 1, 2012 at 7:00 p.m. in the **BROOKSVILLE CITY HALL COUNCIL CHAMBERS LOCATED AT 201 HOWELL AVENUE**. Please contact Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Friday, September 21, 2012 by 5:00 p.m. if you will or will not be able to attend this meeting to accept your award. If you have any further questions or concerns, please contact Ms. Morgan at (352) 540-3856 or email at [lmorgan@cityofbrooksville.us](mailto:lmorgan@cityofbrooksville.us).

We extend our appreciation for your outstanding efforts in improving and beautifying not only your property but the City of Brooksville.

Sincerely,

Scott Renz, Chairman  
Beautification Board

cc: Janice Peters, City Clerk

*Margaret R. Ghiotto*



# CERTIFICATE OF RECOGNITION

*City Council and the Beautification Board for the City of Brooksville, Florida  
recognize and honor the named recipient for improvements and beautification to  
their property located within the City*

*Wanda Renee Washington-Burnett*

*754 South Cemon Avenue, Brooksville, FL 34601*

*Presented this 1st day of October, 2012.*

*Mayor*

*City Clerk*

# City of Brooksville



AGENDA ITEM NO. C-3  
10/1/12

352.540.3810 Phone  
352.544.5424 Fax

September 12, 2012

Mr. and Mrs. William Combs, Sr.  
PO Box 174  
Brooksville, FL 34605-0174

Dear Property Owners:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Improvement Award for beautifying the property located at 303 W. Jefferson Street – Combs Appliance.

The Certificate of Recognition and “rotating” outdoor sign will be presented to you by the Beautification Board Chairman at the next regular City Council Meeting to be held Monday, October 1, 2012 at 7:00 p.m. in the **BROOKSVILLE CITY HALL COUNCIL CHAMBERS LOCATED AT 201 HOWELL AVENUE**. Please contact Beautification Board Secretary, Lindsay Morgan, and let her know, no later than Friday, September 21, 2012 by 5:00 p.m. if you will or will not be able to attend this meeting to accept your award. If you have any further questions or concerns, please contact Ms. Morgan at (352) 540-3856 or email at [lmorgan@cityofbrooksville.us](mailto:lmorgan@cityofbrooksville.us).

We extend our appreciation for your outstanding efforts in improving and beautifying not only your property but the City of Brooksville.

Sincerely,

Scott Renz, Chairman  
Beautification Board

cc: Janice Peters, City Clerk

Margaret R. Ghioito



# CERTIFICATE OF RECOGNITION

City Council and the Beautification Board for the City of Brooksville, Florida  
recognize and honor the named recipient for improvements and beautification to  
their property located within the City

Combs Appliance

303 W. Jefferson Street, Brooksville, FL 34601

Presented this 1st day of October, 2012.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

ORIGINAL

CITY OF BROOKSVILLE  
CITY COUNCIL

PROCEEDINGS: Executive Session Re:  
City of Brooksville v.  
Travelers Casualty and Surety  
Company of America and Chubb  
Group Insurance Companies  
(Federal Insurance Company)  
Case No. 8:10-cv-2380-T-27AEP

DATE: April 18, 2011

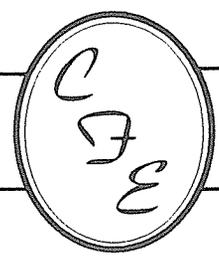
PLACE: 201 Howell Avenue  
Brooksville, Florida

REPORTED BY: C. GAIL DONATO, RPR  
Notary Public - State of  
Florida at Large

APPEARANCES: THOMAS S. HOGAN, JR., ESQUIRE  
JENNIFER REY, ESQUIRE  
DEBORAH HOGAN, ESQUIRE  
20 South Broad Street  
Brooksville, Florida 34601  
Counsel for City of Brooksville

COUNCIL MEMBERS:  
FRANKIE BURNETT, Mayor  
JOSEPH E. JOHNSTON, III  
Vice Mayor  
JOE BERNARDINI  
LARA BRADBURN  
EMORY PIERCE

STAFF: T. JENNENE NORMAN-VACHA  
City Manager



*Carolyn F. Engel & Associates*

Registered Professional and  
Certified Verbatim Reporters

309 South Main Street - Brooksville, Florida 34601  
(352) 754-1182

P R O C E E D I N G S

\* \* \* \* \*

1  
2  
3           MAYOR BURNETT: At this time turn it  
4 over to our attorney at law, Thomas S. Hogan,  
5 Jr.

6           MR. HOGAN: Thank you, Mr. Mayor. I  
7 just want to remind Council of the procedures  
8 that we follow in these executive sessions,  
9 and one of them is that we want to be  
10 courteous to Ms. Donato and speak one at a  
11 time so that she can get -- make a good  
12 record for us, so that we have a clear and  
13 complete record at the time that this  
14 transcript is published, and it will be  
15 published sooner or later.

16           Also, I'd like to remind Council that we  
17 have two distinct matters on the agenda  
18 tonight, and only two matters, so I'm asking  
19 you to please not discuss anything other than  
20 what's on the agenda, and also once we've  
21 completed Item C, we don't go back to Item C.  
22 And once we start Item B, we don't go back to  
23 Item C. We don't go to Item B from Item C.  
24 We do them one at a time. That way we have a  
25 nice, clean separate record, one from the

1 other. If we need to transcribe them, it  
2 will be very unlikely that they'll be  
3 completed simultaneously.

4 So what we have tonight is two litigated  
5 matters, one of them which we want to give  
6 you an update on. In one of them we have a  
7 settlement proposal that's a bit complex, and  
8 I hope we can get this done in a half an  
9 hour.

10 COUNCILWOMAN BRADBURN: Mr. Hogan, may I  
11 interrupt you just one moment? If you could,  
12 as we're going through these items, delineate  
13 for us -- because all of these things, in our  
14 mind, are related and I want to make sure  
15 that we're not crossing over. And if you can  
16 delineate clearly which one we're actually  
17 discussing.

18 MR. HOGAN: The first one will be City  
19 of Brooksville versus Travelers Casualty and  
20 Surety Company of America and Chubb Group  
21 Insurance Companies, (Federal Insurance  
22 Company), Case Number 8:10-cv-2380-T-27AEP.  
23 And that is a State of Florida case number,  
24 which is CA-10-2915 in the Fifth Judicial  
25 Circuit in and for Hernando County, Florida.

1 And the first case is United States District  
2 Court in and for the Middle District of  
3 Florida, Tampa Division.

4 And, ladies and gentlemen, that case is  
5 the matter in which the City has sued  
6 Travelers and Chubb to foreclose on the bonds  
7 that were issued in connection with the  
8 construction of the Southern Hills, Hampton  
9 Ridge project, and it consists of a number of  
10 bonds. We have received a settlement  
11 proposal. And so I think the way to save  
12 some time here, we've prepared a power point  
13 presentation outlining the proposal, and I'm  
14 going to ask Ms. Rey to help me or I'll help  
15 her, I should say, present that.

16 MS. REY: As you're aware, we filed suit  
17 against Travelers and Chubb last fall. We  
18 filed in Circuit Court, and they then  
19 petitioned for removal to federal court. We  
20 filed a Motion to Remand, and in the interim,  
21 Duke Energy Corporation has filed a motion to  
22 intervene. None of those motions have been  
23 heard by the federal court judge to date.

24 However, counsel for Travelers and Chubb,  
25 as well as Duke Energy as the potential

1           intervenor, asked both the City and City  
2           Attorney whether or not there was interest in  
3           participating in settlement negotiations at  
4           this early juncture. As settlement is always  
5           a possibility, we met on March 28, a couple  
6           weeks ago, and it was representatives and  
7           counsel for Travelers Casualty and Surety,  
8           representatives and counsel for Chubb Group  
9           Insurance Companies, which also does business  
10          under the name Federal Insurance Company, and  
11          Duke Energy, both internal and external  
12          counsel, and a business representative. And  
13          keep in mind, Duke Energy is the guarantor on  
14          all of the bonds that were subject to the  
15          suit, and is currently a potential intervenor  
16          in the litigation.

17                 The City Manager was present, and in  
18                 conjunction with Mr. Hogan and myself, we did  
19                 conference in various City staff; Bill  
20                 Geiger, Richard Radacky, and Will Smith as  
21                 City representatives for the purposes of  
22                 those negotiations.

23                 We began about 10:00 AM in the morning,  
24                 and by the end of the afternoon, somewhere  
25                 around, I guess, 4:00 o'clock, we reached a

1 potential settlement. And to sum it up,  
2 essentially Duke Energy has offered to settle  
3 all five bonds for 3.5 million. We want to  
4 remind you that this is the item that we took  
5 on a contingency fee basis. Based on the  
6 settlement amount, that rate would be 25  
7 percent, so you'll see the amount reflected  
8 there of eight seventy-five, resulting in a  
9 net settlement amount of \$2,625,000.

10 The next two items are for perspective.  
11 One of the items in the performance  
12 obligations for this suit was the wastewater  
13 reuse facility, including both expansion and  
14 reuse capability. There are approximately  
15 \$1,354,000 left in grant funds available for  
16 SWFWMD for that project. So the amount  
17 available, including the proposed settlement,  
18 for completion of the improvements for the  
19 Southern Hills Plantation platted  
20 improvements, as well as the wastewater  
21 facility, would be \$3,979,453.

22 So that's essentially the offer that's  
23 on the table from Duke Energy. Again,  
24 typically the sureties would be the ones  
25 putting forth a settlement offer, but as Duke

1 is the guarantor on the bonds it's ultimately  
2 their dollar, and this is the amount that  
3 we're working with. But the sureties were  
4 present and all the parties on the other side  
5 are amenable to the same settlement.

6 So at this juncture it's open for  
7 discussion. We are looking for Council  
8 direction as to this particular settlement  
9 offer. In the event that City Council  
10 chooses to accept it, we would then proceed  
11 in negotiating a final settlement agreement  
12 which would come back to you at a regular  
13 public meeting for consideration and  
14 approval.

15 COUNCILWOMAN BRADBURN: Mr. Mayor? What  
16 was the amount that we were expecting  
17 originally to achieve?

18 MS. REY: Okay. Since you asked, if you  
19 give me just a moment, I have some background  
20 information which may address those  
21 questions. So if you'll indulge me, I'll  
22 move forward. Initially the performance  
23 bonds were issued for an original amount --  
24 and, again, I'm looking at all of the bonds  
25 for the Southern Hills Plantation project.

1 They were originally issued in the amount of  
2 \$43,937,164.47.

3 However, portions of that work had been  
4 completed, so at the time that the City filed  
5 suit, certain improvements were completed and  
6 accepted by the City. So an amount of bonds  
7 were released, so that reduced the number to  
8 \$20,140,498.73. This is the amount that we  
9 made a claim for. However, I think it's  
10 important to note that two of the bonds, the  
11 bond for Phase One and the bond for Phase  
12 Three were -- did not reflect the actual  
13 level of improvements that had been completed  
14 in the project.

15 For example, if you look, the Phase One  
16 bond included the utility infrastructure  
17 agreement and roadways to the tune of about  
18 \$6,000,000. We filed on the penal sum of the  
19 bond. However, prior to Hampton Ridge  
20 seeking bankruptcy, they never sought a  
21 release of the portion for the completed  
22 work. So at our last executive session we  
23 had talked about a potential discount, from  
24 like twenty million to fifteen. Well, that  
25 was actually more significant. It was twenty

1 million down to somewhere around the  
2 outstanding improvements being less than a  
3 million dollars, both for Phase One and for  
4 Phase Three.

5 So although the Phase Three bond, the  
6 penal sum of the bond was five million, the  
7 actual cost to complete the remaining  
8 outstanding improvements was not \$5,000,000.  
9 It was some number less than that. So the  
10 actual cost to complete is significantly less  
11 than the penal sum of the bond.

12 COUNCILWOMAN BRADBURN: That accounts for  
13 six million.

14 MS. REY: Yes.

15 COUNCILWOMAN BRADBURN: So twenty minus  
16 six, we're down to fourteen.

17 MS. REY: Let me get to this last line.  
18 Okay. This might be a better explanation for  
19 you as to where we're at. And I apologize  
20 for the small print. I'll do my best to read  
21 them aloud to help you out.

22 The bond amount after releases, the  
23 bottom dollar figure, is the \$20,140,000.  
24 From there, the estimated cost of completion  
25 with reuse capability and plant expansion, as

1 contemplated under the agreement, is  
2 \$9,428,253.60. So I think that's the number  
3 that you're trying to get at. It is the  
4 perceived actual cost to complete the  
5 remaining improvements.

6 COUNCILWOMAN BRADBURN: The nine million  
7 is the perceived actual cost?

8 MS. REY: Correct.

9 COUNCILWOMAN BRADBURN: By whose book?

10 MS. REY: Based on engineering estimates  
11 from the engineer of record, which is Coastal  
12 Engineering. Yes?

13 COUNCILMAN PIERCE: That \$9,000,000  
14 figure is in writing in various agreements  
15 that we previously agreed to.

16 COUNCILWOMAN BRADBURN: Yes, but there  
17 was a million dollar missing component, so is  
18 this going to get us reuse?

19 MS. REY: Okay. To answer that  
20 question, let me continue. The next column  
21 over takes a look at the estimated cost of  
22 completion with reuse, but without plant  
23 expansion. And so the estimated cost of  
24 completion to bring reuse online and to  
25 complete the remaining improvements in the

1 Southern Hills Plantation plat is estimated  
2 at \$4,897,000.

3 COUNCILMAN PIERCE: Would you repeat that  
4 number, please?

5 MS. REY: Yes, \$4,897,000. There's one  
6 other item I would like to point out to you,  
7 and that is Phase Three A-1, which is a very  
8 small part of the platted phases -- I believe  
9 it accounts for 13 lots -- is platted, final  
10 plat approved and recorded. There has been  
11 no construction activity on that particular  
12 plat. So one of the items that accounts for  
13 the reduction is the bond was issued in the  
14 amount of \$996,000. That includes a 25  
15 percent mark-up from the estimated cost of  
16 completion. So in the estimated cost of  
17 completion, with reuse capability in that  
18 number, is \$797,000. So it's discounting  
19 that 25 percent mark-up.

20 COUNCILWOMAN BRADBURN: So let me see if  
21 I understand. In our pursuit of twenty slash  
22 fourteen million, we've come down all the way  
23 to 3.8 million, which leaves us about 2.2  
24 million short of accomplishing our goals.

25 MS. REY: I'm not sure where you're

1 getting the two point --

2 COUNCILWOMAN BRADBURN: Okay. Here we  
3 go. Started with 20 million.

4 MS. REY: Right.

5 COUNCILWOMAN BRADBURN: Which with the  
6 discount or the credit brought it down to 16  
7 million. You're saying the engineering  
8 estimate just for one portion was nine  
9 million.

10 MS. REY: No. Let me start here. Okay.  
11 Let's deal with the plat improvements and  
12 then we'll get to the wastewater reuse, and  
13 it might be helpful from that perspective.  
14 In Phase One the bond was issued for  
15 \$6,000,000.

16 COUNCILWOMAN BRADBURN: I can't see that.

17 MS. REY: Well, it's approximately  
18 \$6,000,000. Our claim for twenty million  
19 included that \$6,000,000 amount. However,  
20 the estimated cost of completion of the  
21 outstanding improvements for Phase One is  
22 only \$800,000. If you get to Phase Two,  
23 Phase Two is a maintenance bond in the amount  
24 of \$592,000. The estimated cost of  
25 completion for the roadway repairs under the

1 maintenance and warranty issue is only about  
2 \$200,000. When you get to Phase Three, the  
3 bond was issued --

4 COUNCILWOMAN BRADBURN: Can I interrupt  
5 you?

6 MS. REY: Sure.

7 COUNCILWOMAN BRADBURN: I already heard  
8 you say that the engineering estimate was  
9 nine million.

10 MS. REY: That is correct.

11 COUNCILWOMAN BRADBURN: Okay. We don't  
12 need to go through that. But the settlement  
13 agreement is calling for 3.8 or 3.5?

14 MS. REY: Three point five. The nine  
15 million --

16 COUNCILWOMAN BRADBURN: Then you threw  
17 out another number, 4.8 million.

18 MS. REY: Okay. The nine million is the  
19 estimated cost of completion of all the  
20 outstanding platted phased improvements,  
21 wastewater reuse, and plant capacity  
22 expansion.

23 COUNCILWOMAN BRADBURN: Right. Which we  
24 have to do before we can do the reuse.

25 MS. REY: It is my understanding that

1           that is not correct.  There are two  
2           components --

3                   COUNCILWOMAN BRADBURN:  Emory?

4                   COUNCILMAN PIERCE:  No, you do not have  
5           to expand the plant to shoot one of the reuse  
6           components in there.

7                   MR. HOGAN:  Let me just interject here.  
8           In the interest of time, we're trying to  
9           compress what took six or seven hours in  
10          negotiations down to half an hour.  But my  
11          understanding is -- agrees with what  
12          Councilman Pierce said, and that's what we  
13          were told by City staff during these  
14          negotiations; that we had a choice to pursue  
15          plant expansion with reuse or existing  
16          facilities and still get reuse.

17                   We explained to Duke and to Travelers and  
18          Chubb first thing in the morning that one of  
19          the City's priorities was to be able to stop  
20          using potable water to water a golf course.  
21          And so everyone then started working to get  
22          to a point where the City would have reuse  
23          water, but we could still maybe settle the  
24          case.

25                   So that was our understanding from

1 Coastal, which Cliff Manuel stayed around all  
2 day and helped whenever we needed him. And  
3 we also talked to Mr. Radacky and Will Smith  
4 and Mr. Geiger, but we were given the same  
5 information that you're giving us,  
6 Councilman, that you could have reuse without  
7 plant expansion. And we were --

8 COUNCILWOMAN BRADBURN: For how long?

9 MR. HOGAN: Well, that's my next  
10 statement. We were further told that the  
11 earliest that we would need the expanded  
12 plant, if I recall correctly, was 2020, the  
13 year 2020.

14 MS. REY: And that's assuming that all  
15 of the City's obligations, as they currently  
16 exist, come to fruition under the time lines  
17 contemplated by the utility service  
18 agreements.

19 COUNCILWOMAN BRADBURN: And the Southern  
20 Hills agreement for their capacity reuse ends  
21 when?

22 MR. HOGAN: I'm not sure I understand.

23 COUNCILWOMAN BRADBURN: Because we're  
24 taking part of the reuse and we're using it  
25 for Southern Hills; is that correct?

1 MS. NORMAN-VACHA: They purchased reuse  
2 up to -- they have a guaranteed purchase --  
3 well, it's free for the first seven years.

4 COUNCILWOMAN BRADBURN: Seven years.

5 MS. NORMAN-VACHA: First -- it's a  
6 million gallons per day.

7 COUNCILWOMAN BRADBURN: All right. So  
8 that's seven years of the capacity right  
9 there. That gives us two years before we  
10 have to expand.

11 MS. NORMAN-VACHA: No.

12 MR. HOGAN: That was the earliest by the  
13 agreement if all of the developments that are  
14 currently under development agreements come  
15 online. Isn't that right, Mr. Pierce?

16 COUNCILMAN PIERCE: Yes.

17 MR. HOGAN: And it currently appears that  
18 not very many of them are going to come  
19 online. So the estimates that we were given  
20 by Coastal at the meeting, I believe, are now  
21 at 2040; is that correct?

22 MS. REY: I know at least by 2025 the  
23 City will still have excess capacity to meet  
24 its potable water commitments. And, again,  
25 that's assuming a hundred percent of your

1 obligations under your current utility  
2 service agreements come to fruition as  
3 they're currently contemplated.

4 COUNCILWOMAN BRADBURN: Well, and I bring  
5 this to mind because the legislation that  
6 will be passed this session will not allow us  
7 any additional revenue. It will be out of  
8 our coffers to expand. So, again, we're  
9 still millions of dollars short.

10 MS. REY: It's correct to say that the  
11 three and a half million does not fund  
12 complete plant expansion based as -- based on  
13 how it was contemplated in the initial  
14 wastewater reuse and expansion agreement.

15 COUNCILMAN PIERCE: Can I throw out a few  
16 more facts? I'll confuse it more. Our sewer  
17 plant is currently permitted at 1.9 MGD. Our  
18 current average daily flows are probably  
19 right about .9 MGD, and really probably less.  
20 So we have a one million gallon per day, you  
21 know, permitted extra capacity. At the rate  
22 of 200 gallons per day per home, that's  
23 5,000, equivalent of 5,000 homes, that we  
24 have capacity for. And in all of Southern  
25 Hills' wildest dreams, there are, what, 2,000

1 equivalent homes? So if we go to court  
2 asking for money for expansion, they're going  
3 to have those same facts and will beat some  
4 people up a little bit. So us needing to  
5 expand the plant is way off.

6 COUNCILWOMAN BRADBURN: Well, if I can,  
7 and I'm not -- granted, you guys had, you  
8 know, hours, but quite frankly, I've put  
9 hours into this, too, and I don't want us to  
10 sell us short, either short-term or  
11 long-term. So here's the deal.

12 In my mind, we have two perspectives.  
13 One, what they promised to do; and two, what  
14 they can prove is actually needed. That  
15 original promise, we gave them a lot. And  
16 then they said that they would do a lot. So  
17 if they fall short, I could care less. But,  
18 you know, I know it's the whole thing with  
19 what can you actually win in court, but the  
20 promise is still there and the taxpayers  
21 shouldn't be put on the hook for that.

22 MR. HOGAN: Let me -- Let me -- there's  
23 many ways we could have started this  
24 conversation tonight, and Jennifer and I  
25 discussed this for a long time, and we

1 finally came to the conclusion the best thing  
2 to do was to put the numerical facts up on  
3 the screen and see which direction y'all  
4 wanted to take the conversation.

5 One of the things that came out of this  
6 meeting with -- oh, let's see, they had, one  
7 -- they had five lawyers there. Two flew in  
8 from Miami, two from Tampa, two from  
9 Charlotte -- and one accountant, one CPA.  
10 But when they came into the conference room,  
11 I told Jennifer that they're all going to be  
12 wearing Westchester t-shirts, and they were.  
13 And, of course, they started off right off  
14 telling us how we were going to lose the case  
15 because of the Westchester decision. And we,  
16 of course, said that that's not true, that  
17 case is on appeal and hasn't been decided, so  
18 we went back and forth on that issue.

19 But some of the legal realities are that  
20 the Westchester case is on appeal, but it's  
21 an uphill fight to win an appeal. When you  
22 appeal a case, you have to get the higher  
23 court to say that the lower court judge was  
24 wrong. So we have that, and they know that.

25 However, we can also draw some

1           distinctions in the factual basis between the  
2           Travelers and Chubb cases from the  
3           Westchester case. And one of those  
4           distinctions is in Westchester there was very  
5           little construction work done in that land  
6           before they defaulted and we foreclosed and  
7           had to foreclose on the bond. In the  
8           Travelers case, on some of the bonds, there's  
9           a great deal of work that's been done; road,  
10          water. There's even some homes in there on  
11          some of these areas, with the exception of  
12          Three A-1 and the construction of the reuse  
13          plant.

14                 So what -- and, of course, the  
15          Travelers, Chubb and Duke Energy lawyers are  
16          very smart and they understand that, and they  
17          repeated that to us, that if they had to  
18          litigate the case they would, of course,  
19          settle those bonds that covered the work that  
20          can be distinguished from the Westchester  
21          case, leaving Three A-1 and the reuse plant.

22                 Now, we haven't done -- we've done little  
23          or nothing on constructing a reuse plant, so  
24          it fits almost on all squares with the  
25          Westchester case. And we've sold some lots

1 in Three A-1, but there's been no  
2 construction started in Three A-1. They even  
3 started to talk about maybe they would just  
4 go buy the lot owners out so there will be no  
5 lot owners in Three A-1 and that would be  
6 cheaper than paying off the bond. And then  
7 they can go to Court and say it all squares  
8 with Westchester.

9 So we had that discussion back and forth  
10 during the day. In the end, we started  
11 looking for a way to get reuse without  
12 actually expanding the plant. Now, I  
13 understand your position and I agree that a  
14 contract's a contract, and we should be able  
15 to argue that. But the risk is also there.

16 COUNCILWOMAN BRADBURN: And, Tom, I  
17 understand that. But the point is we went  
18 from twenty slash fourteen to 3.5, and the  
19 taxpayers will be left with the gap.

20 MR. HOGAN: What we tried to accomplish,  
21 what we were trying to accomplish at  
22 settlement was how do we get enough dollars  
23 from the defendants and their guarantor,  
24 Duke, in this case, so that we can put the  
25 infrastructure in the ground and get reuse

1           for the taxpayers. That was the City  
2           Manager's direction.

3           COUNCILWOMAN BRADBURN: And that was ours  
4           as well.

5           MR. HOGAN: And yours as well. And so  
6           we started negotiating in that direction.  
7           And that's what we worked on all day. And  
8           when you do enough of these mediations,  
9           especially with insurance companies or people  
10          who are working with other folks' money,  
11          spending it, you kind of eventually, even  
12          lawyers that have authority from their  
13          clients, eventually you get the feel that  
14          they've shown up with certain authority, they  
15          have a certain amount of money budgeted to  
16          settle a case.

17          So we started pushing to try to get them  
18          to that number. And then about 3:30, 4:00  
19          o'clock it became apparent that the maximum  
20          amount of authority they had to settle this  
21          case was three and a half million dollars,  
22          and that after that it was worth it for them  
23          to go to court to see what happens. Because  
24          they can drag this out for three or four  
25          years, and they have the Westchester case on

1           their side, at least until we see what  
2 happens on appeal.

3           So we played that poker game, and we got  
4 to the three and a half million dollars, and  
5 I felt certain that that was the maximum of  
6 their authority, and I believe that it was.  
7 They told us that it was after we concluded  
8 the session, so I know that it was. One of  
9 the attorneys from Tampa that's been around  
10 for a long time, and I feel that he told me  
11 pretty straight after the session was over  
12 that three and a half was their walking  
13 point. And we got them to three and a half.

14           At that point it's our obligation to come  
15 back to you all to tell you what happened.  
16 Now, --

17           COUNCILWOMAN BRADBURN: Okay. Well,  
18 okay, again, I understand all that. I know  
19 how negotiation works, mediation works, got  
20 all that. The question I still have is you  
21 threw out nine million, which was the  
22 engineering estimate, and then you threw out  
23 4.8 million, but the settlement offer is 3.5.  
24 So I ask again, where do we -- how do we make  
25 up the gap?

1                   COUNCILMAN JOHNSTON: The way I see it,  
2 I'm looking at these numbers, and correct me  
3 if I'm wrong, 3.5 million is before  
4 contingency fees are deducted, and also  
5 before the SWFWMD number is added back in.

6                   MS. NORMAN-VACHA: Correct.

7                   COUNCILMAN JOHNSTON: If you add that  
8 SWFWMD number back in, the figures that you  
9 actually have here was like 3.89 or 3.9 or  
10 something like that, so we're about a million  
11 short of the estimated cost without reuse; is  
12 that correct? Without expansion, I mean.  
13 Reuse without expansion, we're about one  
14 million short with the settlement offer at  
15 3.9. So about a million under the estimated  
16 cost to complete reuse only, but without  
17 expansion. Which, as Councilman Pierce has  
18 stated, we're probably not going to need for  
19 30 years.

20                   MS. REY: And let me clarify, the  
21 distinction between the four million and the  
22 three, there were concessions in the context  
23 of negotiations on Phase Three A-1. The cost  
24 to complete was \$797,000. When looking at  
25 settlement funds and potential for

1 renegotiation with GreenPointe as a  
2 possibility, there in that settlement amount  
3 is not \$797,000 for Phase Three A-1. It's a  
4 discounted amount.

5 So if you're trying to do the math of  
6 where the money's coming from, there was a  
7 discount off of the bond amount for Phase  
8 Three A-1, based on the litigation risks,  
9 given the Westchester decision and where  
10 things are at.

11 COUNCILMAN JOHNSTON: And that was going  
12 to be my next question, is how GreenPointe  
13 figures into some of these figures in the  
14 future. I mean, is it a possibility that  
15 some of that can be offset, that gap that may  
16 exist be offset with negotiations with  
17 GreenPointe?

18 MS. REY: Yes.

19 MR. HOGAN: You need to --

20 COUNCILWOMAN BRADBURN: But in what  
21 context? Because this coming legislation is  
22 going to hand tie us so far, I just don't  
23 know how you're going to even enter that.

24 MAYOR BURNETT: Well, I think if  
25 everything's good, based on what I hear, up

1           until 2025, and we meet all the capacity, and  
2           we are over-capacified, the area, as far as  
3           reuse, by that time something tells me that  
4           representatives, legislators and all will be  
5           changed in Tallahassee. And just like you,  
6           when you make a decision here today, in 2020  
7           somebody else probably -- we all probably  
8           won't be here, I hope some us will be here,  
9           but a council will make a different decision  
10          than what we made today. That's how I see  
11          that.

12                 I think, personally, and looking at these  
13          things and being in litigation durn near all  
14          of my life, especially dealing with the  
15          school system, for what they done and what is  
16          left and what needs to be done, I think our  
17          team did an excellent job to do that.  
18          Because one thing I do know, we are the  
19          council, we can make that decision and say,  
20          no, we're not going to accept it, and we  
21          could try and take it through trial. Then we  
22          could end up with zero. That's the greater  
23          risk. At least we would have something. At  
24          least we could get by with that. And that's  
25          just my personal observation and to share

1 with council based on my experience in  
2 dealing with litigation.

3 COUNCILWOMAN BRADBURN: Well, Mr. Mayor,  
4 I'm not negating their prowess in the  
5 negotiations. What I'm saying is, you know,  
6 we have a right to some righteous anger here.  
7 And, you know, that's a far cry from what the  
8 covenant was. Far cry. And now the users  
9 and taxpayers are going to be on the hook for  
10 the rest.

11 And I might remind everyone that the  
12 court has also made it clear that whatever  
13 money we get must be used for what it says  
14 it's going to be used for. We can't make a  
15 decision come budget time, well, I'm sorry,  
16 we don't have enough money to finish reuse or  
17 enough to finish those utilities because  
18 we've accepted the money and we're on the  
19 hook and we must find a way to do it.

20 MR. HOGAN: Wait, what are you talking  
21 about?

22 COUNCILWOMAN BRADBURN: Well, you --  
23 remember the first argument in court was  
24 that, you know, the judge said well, there's  
25 no guarantee that they're actually going to

1 use it.

2 MR. HOGAN: Well, wait, you're mixing  
3 Westchester and Travelers. There will be no  
4 court order in this case. There will be --  
5 got two different things going on here. We  
6 tried to come to a logical process in the  
7 negotiations throughout the day. When we  
8 negotiated with them, we negotiated on each  
9 separate bond. However, at the end of the  
10 day, Duke is going to be writing a check to  
11 the City for 3.5 million in exchange for a  
12 release.

13 There will be no -- your hands will not  
14 be tied as to how you apply those sums.  
15 There will be no court order in this case.

16 COUNCILMAN BERNARDINI: So if you went to  
17 court, then the judge would set a court order  
18 and say you have to spend the money for that.

19 MR. HOGAN: Right.

20 COUNCILWOMAN BRADBURN: Well, okay. So  
21 without the legal condition there, it's  
22 still, in my mind, a moral and ethical  
23 condition that, you know, we've accepted it  
24 for that purpose and we have to -- we have to  
25 do it. And we also want to do those things.

1 It's just that now we've got to --

2 MR. HOGAN: Well, I think, Councilwoman,  
3 I think what you would have to do is if you  
4 settled the case and you ended up with the --  
5 you're going to be compelled to spend some of  
6 the money at the dictates of your SWFWMD  
7 grant, so that's going to determine how some  
8 of the dollars are spent. But the remainder  
9 of the dollars can be spent on a priority  
10 schedule set by City Council.

11 If that means that you get your plant up  
12 and running to provide reuse water without  
13 expanding it and there's nothing left to  
14 finish the curb and gutter in Three 1-A, then  
15 that's a priority set by City Council. If  
16 GreenPointe wants to move into Three A-1  
17 sooner than the City's ready to provide an  
18 infrastructure, then that's when the door  
19 opens to negotiate with them as to whether or  
20 not they're going to provide that  
21 infrastructure, or some of it. So it's not  
22 the same as Westchester.

23 COUNCILMAN PIERCE: Could you put the  
24 settlement agreement back up there?

25 MS. REY: While I'm doing that, I do

1 just want to point out to you that your  
2 commitments to provide reuse under your  
3 SWFWMD agreement is by 2012. I believe it's  
4 December of 2012. So we're also looking at  
5 that time frame. In the event that SWFWMD is  
6 not --

7 COUNCILWOMAN BRADBURN: It's in the  
8 coming budget.

9 MS. REY: If SWFWMD is not amenable to  
10 renegotiating that time frame, there are  
11 several issues. One is the City has already  
12 accepted, I believe, about a million and a  
13 half for reuse, and if they're not capable of  
14 bringing reuse online within the time frame  
15 contemplated, you're at risk for losing the  
16 available funding, and also at risk for  
17 potentially having to reimburse SWFWMD for  
18 money the City has already passed on to now a  
19 bankrupt developer.

20 COUNCILMAN PIERCE: Within the realm  
21 of -- is that 1.3 million from SWFWMD, they  
22 have a hundred fifty, three hundred thousand  
23 of retainage. Is that number included in  
24 that 1.3?

25 MS. REY: I don't believe so.

1 COUNCILMAN PIERCE: Okay. Then it  
2 doesn't matter. The 3.5 million settlement  
3 offer, in theory that obligates us to put  
4 water and sewer into this 13-unit mini  
5 subdivision.

6 MS. REY: Three A-1.

7 COUNCILMAN PIERCE: Three A-1.

8 MS. REY: The performance bond issued for  
9 Three A-1 is a component to that 3.5.

10 COUNCILMAN PIERCE: Okay. If we accept  
11 that 3.5, then the obligation, if somebody  
12 says I want to build my house out there, then  
13 are we obligated to provide them with paved  
14 road and water and sewer?

15 MS. REY: The obligation to provide  
16 water and sewer comes along with the approval  
17 of the final plat. This is where there's an  
18 opportunity then to potentially approach  
19 GreenPointe and renegotiate the terms of that  
20 particular plat.

21 MR. HOGAN: Also, I think to answer your  
22 question, Councilman, if someone came in to  
23 pull a permit to build in Three A-1, and the  
24 City were to tell them we don't plan to have  
25 water and sewer there for 36 months, three

1 years, 48 months, 60 months, then you would  
2 put them on notice, and then you would have a  
3 discussion, I'm sure, but you're not  
4 obligated like you were if you were under  
5 court order to do it.

6 COUNCILMAN PIERCE: I believe there's  
7 enough money available to complete the reuse,  
8 satisfy our obligation to the water  
9 management district, and still provide some  
10 kind of water and sewer service to this  
11 13-unit subdivision in a pinch. And knowing  
12 how Chief Smitty and Mr. Radacky are, I  
13 think -- I think we ought to accept the offer  
14 and move on.

15 MS. REY: Mr. Radacky and Will Smith  
16 have indicated that the reuse component is  
17 current estimates from Encore, which was the  
18 original design-build contractor, is between  
19 2.8 and 2.9 million, and that would bring  
20 reuse online based on the current  
21 infrastructure that's there.

22 COUNCILMAN JOHNSTON: I agree with  
23 Councilman Pierce. I also agree with  
24 Councilwoman Bradburn. We can get  
25 righteously indignant and angry over the

1           thing, but the company's bankrupt, you know.  
2           Your bond is not your bond anymore. We've  
3           all found that out, unfortunately. And I  
4           think without tying this up for another three  
5           to five years in court, which the attorneys  
6           say is very easily possible -- I mean, that's  
7           not beyond the realm of possibility in the  
8           least -- to be able to get this on and get  
9           reuse out online within the time frame that  
10          we've contracted with SWFWMD -- you can  
11          always apply for an extension, but they're  
12          not liable to give it to you at this point if  
13          there's no reasonable contemplation that  
14          you're going to be able to tell them when  
15          that deadline's going to be.

16                 So I agree with Councilman Pierce. I  
17                 think it's not the greatest thing, but it's  
18                 probably as good as we can do at this point  
19                 and it's probably good to just go ahead and  
20                 get this one behind us.

21                 MR. HOGAN: We don't vote in executive  
22                 session, Mr. Mayor, but we need more  
23                 direction as to how to proceed with this  
24                 offer.

25                 COUNCILMAN BERNARDINI: I got a question.

1           You said something about the road, that there  
2           was money in there for the road, to redo the  
3           road or something like that? I forget what  
4           you said when you were talking about the  
5           roads.

6           MS. REY: Several of the bonds secure  
7           road maintenance issues, which is the  
8           Southern Hills Plantation Boulevard, Southern  
9           Hills Boulevard. There's some maintenance  
10          and repair that's due because of a faulty  
11          irrigation system. The irrigation system has  
12          been fixed, but the actual road repair has  
13          not. That was a warranty issue that's  
14          covered under the bond contemplated in this  
15          number.

16          There are some warranty road repair  
17          issues in Phase One, and there is a second  
18          lift of asphalt, I believe, in Phase Three  
19          that needs to be completed. Those are the  
20          road improvements, as well as potential  
21          construction of a new road in Phase Three  
22          A-1, which is not constructed at all.

23          There is nothing in this amount, and it's  
24          not secured by your bonds, for Governor's  
25          Boulevard. The bond requirement for Governor

1 Boulevard did not trigger until after Hampton  
2 Ridge had already filed bankruptcy. So I  
3 believe it was December of 2010 that they  
4 were then supposed to post a bond to secure  
5 Governor Boulevard. As you know, they filed  
6 bankruptcy a significant time before.

7 COUNCILMAN BERNARDINI: But there was a  
8 number like 700,000 for the road improvements  
9 and maintenance work and warranty? I think  
10 that you had --

11 MR. HOGAN: Let's go back.

12 MS. REY: The 700,000 number is seven  
13 hundred ninety thousand -- 797,000 for Phase  
14 Three A-1, which is roads, water, and sewer,  
15 sidewalks and lighting and all of the platted  
16 improvements.

17 COUNCILMAN BERNARDINI: Okay. Which one  
18 of those numbers is for the maintenance?

19 MS. REY: In the Phase One bond, the  
20 800,000, the proposed settlement amount, we  
21 allocated approximately 600,000 for that.  
22 That is the Southern Hills Boulevard road  
23 repair and Phase One repair.

24 Phase Two, that is about 200,000. Phase  
25 Three is, again, the second -- remaining

1 second lift. The second lift is completed on  
2 a portion of it. There is a portion that  
3 needs a second lift.

4 COUNCILMAN BERNARDINI: You said that you  
5 thought that it was less money than what you  
6 allocated of what was up there for repairs  
7 and maintenance on those roads. I should  
8 have stopped you when you were talking, but  
9 you were going so quick I couldn't interrupt.

10 MS. REY: I completely understand. The  
11 reduction is in -- the penal sum of the bond,  
12 the face value of the bond for Phase One was  
13 \$6,000,000. Under the bond, the contract  
14 terms, the City is only entitled to the  
15 amount necessary to complete the improvements  
16 the bond was intended to secure.

17 And so if we had an engineer out there to  
18 do a cost estimate of the amount of  
19 outstanding improvements, it would nowhere  
20 near get to \$6,000,000. The developer never  
21 sought release of the bond amount for  
22 completed work prior to filing bankruptcy.  
23 The actual contemplated cost of completion,  
24 to date, based on the work that's already  
25 been done, is about 800,000.

1           So if we went to court and went through  
2           the whole process and had an engineer and  
3           experts and they determined the amount of  
4           money necessary to complete the improvements  
5           is really only 800,000, that's all the City  
6           would be able to get. They wouldn't  
7           necessarily be able to get the 6,000,000.

8           MS. NORMAN-VACHA: I think he's referring  
9           to Phase Two where you talked about the  
10          maintenance bond. There's only a maintenance  
11          bond left in Phase Two, right?

12          MS. REY: That is correct. Phase Two is  
13          a maintenance bond.

14          COUNCILMAN BERNARDINI: How much is it?

15          MS. NORMAN-VACHA: I really think that's  
16          what you're talking about.

17          MS. REY: The face value of the bond is  
18          \$592,486.

19          COUNCILMAN BERNARDINI: And you reduced  
20          that?

21          MS. REY: The estimated cost, based on  
22          the engineer's assessment, is 200,000.

23          COUNCILMAN BERNARDINI: That's the one I  
24          don't believe, because I've rode on those  
25          roads and I think they're going to have to do

1 a lot of work on those roads to bring them  
2 back up to an acceptable level of service.  
3 That's just my opinion. I don't think that  
4 one is acceptable. I'm not an engineer, I'm  
5 just a guy that rides on the roads and  
6 watches them crumble away.

7 MR. HOGAN: We discussed that,  
8 Councilman, and that's what the engineers  
9 told us. They called City staff and they  
10 seemed satisfied. There may be a little --  
11 there's a slight misconception because in the  
12 Westchester case there was no work started,  
13 so we went after the entire face amount of  
14 the bond. In this case a lot of the work has  
15 been done and nearly completed, so under the  
16 bond law you don't get the face amount of the  
17 bond. You get what it would cost to finish  
18 the project.

19 We have two other things that I -- I know  
20 we're short on time, but I want to put on the  
21 table. One of them that motivated us was the  
22 fact that you have an ordinance that worked  
23 against us in Westchester that says that the  
24 City must first complete the work before you  
25 could make a claim on the bond. That's an

1 old ordinance that, you know, has been around  
2 since before any of us, but it's on the slate  
3 to get that amended. But it's still there,  
4 and Travelers and Chubb are certainly well  
5 aware of it and they would use that as a  
6 defense against us. We have certain  
7 arguments, but the judge in Westchester  
8 didn't buy them, so we have that hurdle to  
9 overcome.

10 Additionally, one of the things that  
11 Councilwoman raised about how do we explain  
12 this to our citizens, and that was a concern  
13 to me as well. We asked the City Manager if  
14 we could seek a second opinion on the  
15 settlement, so the City Manager directed that  
16 we go to your bankruptcy counsel in  
17 Jacksonville because they're unswayed by any  
18 community connections here in Brooksville and  
19 Hernando County. They know the case because  
20 there's a lot of parallels between the  
21 bankruptcy case and the Travelers and Chubb  
22 case.

23 And they did a detailed analysis,  
24 Mr. Rogerson did, and he came to the  
25 conclusion after his analysis. And I'll cite

1           some of it for the record here. Two cases  
2           that lawyers usually look at trying to decide  
3           whether a settlement offer is good or not,  
4           either from an ethical or from a legal  
5           standpoint. One of them is State of Hawaii  
6           versus Federal Emergency Management Agency,  
7           294 Federal Third 1152, Ninth Circuit case  
8           from 2002. And the other one is -- the other  
9           one escapes me.

10           Anyway, there are certain criteria that  
11           you should go through in analyzing a  
12           settlement. And one of them is whether or  
13           not -- you have to analyze the risk, and then  
14           you have to analyze the ability to pay, and  
15           you have to analyze the time value of money,  
16           and whether or not the proceeds could be  
17           applied to the intended purpose.

18           So we've been -- they went through that  
19           analysis. And in conclusion, Mr. Rogerson  
20           stated that, "As with any legal matter, there  
21           is always a risk that the City would not  
22           achieve the best possible outcome in  
23           litigation of the surety action, and the  
24           settlement eliminates any uncertainty. Based  
25           on the foregoing, it is the undersigned's

1 opinion that the proposed settlement  
2 agreement is reasonable, represents a benefit  
3 to the City, and reflects prudent judgment."

4 So we have -- that settlement analysis  
5 will be available for any of you to read in  
6 our office, so long as this remains a  
7 litigated matter, but it is a pretty good  
8 analysis of the case, similar to our analysis  
9 of the case. It analyzes -- it analyzes the  
10 probabilities of success. It analyzes the  
11 complexity and expense and duration of the  
12 case, difficulty of collecting a judgment,  
13 and all of the other factors to a full and  
14 fair assessment of the wisdom of the  
15 compromise. So --

16 MAYOR BURNETT: At this time we're going  
17 to ask for -- we cannot --

18 COUNCILWOMAN BRADBURN: Wait, wait, I'm  
19 not finished. If I might? Dan, why did Duke  
20 Energy file an intervention?

21 MR. HOGAN: Duke Energy filed to  
22 intervene in this matter because they are the  
23 guarantor on both of these bonds, and they  
24 would ultimately have to pay -- pay for the  
25 damages or the settlement. And they wanted

1 to take control of the case.

2 COUNCILWOMAN BRADBURN: Thank you. I  
3 think that's the crux of this. You know, I'm  
4 not pleased about the settlement offer, and I  
5 don't think any one of us should be. But I  
6 think the whole reason why they intervened is  
7 because they want to flex their muscle and,  
8 you know, we just don't -- we can't compete.  
9 So while I'm not happy, I don't see that we  
10 really have a choice, but at the same time I  
11 want everybody to be reminded that that means  
12 that we have some other obligations this  
13 budget session. As long as everyone  
14 understands that, move ahead.

15 COUNCILMAN PIERCE: The 3.5 million  
16 dollar settlement obligates us to maintain  
17 and repair Southern Hills Boulevard, the  
18 entrance road?

19 MR. HOGAN: No.

20 COUNCILMAN PIERCE: No?

21 MR. HOGAN: The only thing that you're  
22 obligated to do for 3.5 million dollars is to  
23 release, sign a release, telling Chubb,  
24 Travelers, Federal Insurance Company and Duke  
25 that they are released and you will not sue

1           them for issues arising out of these bonded  
2 matters.

3           COUNCILMAN PIERCE:   Okay.  We never  
4 accepted Southern Hills Boulevard entrance  
5 road --

6           MR. HOGAN:   That --

7           COUNCILMAN PIERCE:   -- formally.

8           MR. HOGAN:   -- another issue.

9           MAYOR BURNETT:   Okay, Council, we're at  
10 the point now that we need to give our  
11 attorney some direction.  We cannot vote on  
12 it, but I'm going to ask each individual  
13 Councilman to please give the attorney your  
14 direction, please, starting with  
15 Councilwoman --

16           COUNCILWOMAN BRADBURN:  I've already  
17 stated.

18           MAYOR BURNETT:   Councilman Pierce?

19           COUNCILMAN PIERCE:   Let's accept the  
20 offer.

21           MAYOR BURNETT:   Councilman Bernardini?

22           COUNCILMAN BERNARDINI:  No.

23           MAYOR BURNETT:   Councilman Johnston?

24           COUNCILMAN JOHNSTON:  Accept.

25           MAYOR BURNETT:   Accept.

1           MR. HOGAN: Anything, Councilman  
2 Bernardini, that we could tweak or try to do  
3 differently or --

4           COUNCILMAN BERNARDINI: I just, you know,  
5 either your word and your bond is worth  
6 something, or it's not. And obviously it's  
7 not. And we've got -- well, that's all we  
8 can talk about, so.

9           MR. HOGAN: Okay. Thank you.  
10 Mr. Mayor, nothing further on that matter.

11                   \* \* \* \* \*

12                   (Proceedings concluded.)

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STATE OF FLORIDA )  
COUNTY OF HERNANDO )

I, CARLA GAIL DONATO, Registered Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true record of said proceedings.

Dated this 9th day of August, 2011.

  
CARLA GAIL DONATO, RPR



## CONSENT AGENDA MEMORANDUM

**TO:** THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

**FROM:** STEVE BAUMGARTNER, FINANCE DIRECTOR *SB*

**SUBJECT:** UTILITY BILL PRINTING SERVICES CONTRACT EXTENSION

**DATE:** OCTOBER 1, 2012

**GENERAL SUMMARY/BACKGROUND:** On October 18, 2012, Council awarded the utility bill printing services contract to Southwest Direct of Ft. Myers for an initial 2-year contract, which will end October 31, 2012. The contract calls for two 1-year extensions. Staff requests approval of the first extension for the period November 1, 2012 through October 31, 2013. The annual cost of the contract is \$16,339.20.

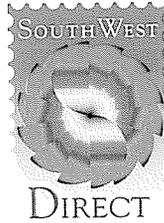
*SB* **BUDGET IMPACT:** Funds for our monthly printing of the utility bills are currently budgeted in our 12/13 Budget under Other Contractual Services (53400) in the Water and Sewer Fund and the Sanitation Fund. The two Enterprise Funds share the cost of printing the utility bills. Our current provider is the lowest bidder and adequate monies were budgeted in the new fiscal year.

*SB* **LEGAL IMPACT:** The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider matters of fiscal benefit.

**STAFF RECOMMENDATION:** Staff recommends extension of the utility bill printing services contract to Southwest Direct for the not-to-exceed annual amount of \$16,339.20.

**ATTACHMENTS:** Letter from SouthWest Direct, Inc.  
Original Contract

SouthWest Direct, Inc.  
2129 Andrea Lane  
Fort Myers, Florida 33912



Toll Free 800.968.5798  
239.768.9588 • Fax 239.768.0408  
www.swdirect.com

August 1<sup>st</sup>, 2012

Mary Cason  
City of Brooksville  
201 Howell Ave  
Brooksville, FL 34601

RE: Bid No. FL2010-07 Utility Bill Printing Services

Dear Mary:

This letter will serve as notice of our agreement to the terms and conditions of our contract for provision of Utility Bill Printing Services for the City of Brooksville for another year. The purpose of which is to extend the contract until October 31, 2013. Should you have any questions, please contact me at 800-968-5798 x33.

Sincerely,

A handwritten signature in black ink, appearing to be "Mariusz R. Bielecki".

Mariusz R. Bielecki, MBA  
Vice President of Business Development

①

**AGREEMENT FOR CONTRACTOR SERVICES  
UTILITY BILL PRINTING SERVICES  
BID NO. FI2010-07**

This Agreement made as of this **18<sup>th</sup>** day of, **October, 2010** by and between the City of Brooksville, Florida - (the "CITY"), and **Southwest Direct, Inc.**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **2129 Andrea Lane, Ft. Myers, FL 33912**, phone: **800-968-5798** fax: **239-768-0408**.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Agreement is to furnish billing services, consisting of printed statement stock, printed envelopes, printing, folding, insertion and mailing of customer user statements, to the City of Brooksville Finance Department, Brooksville, Florida, Hernando County, in accordance with the plans and specifications and as listed in the Bid Form for **Utility Bill Printing Services Bid No. FI2010-07**.

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

**ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services November 1, 2010 and complete all services by October 31, 2012. This contract may be extended by mutual agreement, for two (2) additional twelve-month (12) periods up to a cumulative total of forty-eight (48) months.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed no more than **\$16,339.20** per year, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY in monthly increments.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Finance Department, indicating that services have been rendered in conformity with the Agreement. The invoice must specify the work performed.

**ARTICLE 4 - TERMINATION**

This Agreement may be terminated by the CONTRACTOR on 30 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the

CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

#### ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### ARTICLE 6 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

#### ARTICLE 7 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

## ARTICLE 8 – INSURANCE & BONDS

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$500,000/\$1,000,000 or \$1,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Brooksville, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least \$1,000,000 each employee/\$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

- C. In the event that a performance or payment bond is required by City Council or otherwise, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

## ARTICLE 9 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at anytime.

## ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of \$200.00 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

## ARTICLE 11 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

## ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law and privacy laws and requirements.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

#### ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

#### ARTICLE 15 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

#### ARTICLE 16 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection

with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### ARTICLE 17 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

#### ARTICLE 18 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

#### ARTICLE 20 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

#### ARTICLE 21 - CONTRACT DOCUMENTS

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- A. Advertisement for Bids.
- B. Special Instructions and Conditions
- C. General Instructions and Conditions
- D. Minimum Technical Specifications
- E. Bid Forms  
Bid Certification Form  
Drug-Free Workplace Certification  
Public Entity Crimes Statement
- G. Addendums (if any)
- H. Performance & Payments Bonds (if required)
- I. Change Orders (if any)

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

#### ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply to consideration and award of any bid/proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. Venue for any litigation pertaining to the subject matter of this Bond shall be solely and exclusively in the state circuit and appellate courts in and for Hernando County, Florida. The Principal, Surety and Obligee irrevocably waive any and all rights to have this action brought in any place other than Hernando County, Florida. The parties hereby irrevocably waive any claim that any such action has been brought in an inconvenient forum. The parties agree that this Agreement is consummated and entered into in Hernando County, Florida.

#### ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601  
Attention: City Clerk  
Phone: (352) 540-3853  
Fax: (352) 544-5424  
Email: [jpeters@cityofbrooksville.us](mailto:jpeters@cityofbrooksville.us)

With a copy to: City Attorney  
c/o The Hogan Law Firm  
P.O. Box 485  
Brooksville, Florida 34605

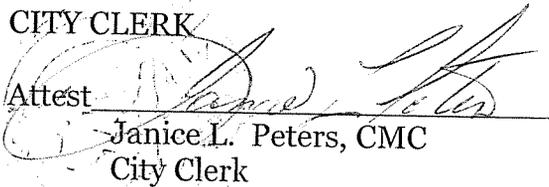
and if sent to the CONTRACTOR shall be mailed to:

Southwest Direct, Inc.  
2129 Andrea lane  
Ft. Myers, FL 33912

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

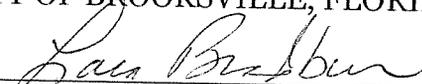
CITY CLERK

Attest

  
Janice L. Peters, CMC  
City Clerk

CITY OF BROOKSVILLE, FLORIDA

By

  
Lara Bradburn, Mayor

Contractor Witnesses:  
(2 REQUIRED)

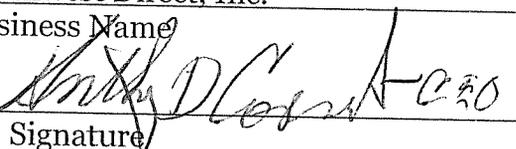
Contractor:

Witness MARY BLEECKI  
Name

  
Signature

Southwest Direct, Inc.  
Business Name

By

  
Signature

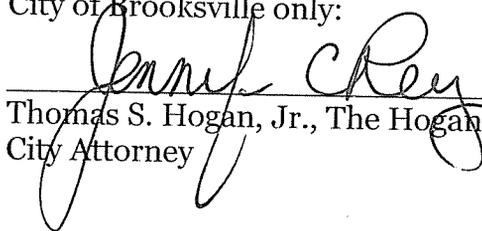
Witness

Kancy S. Chestney  
Name

  
Signature

Anthony D. Correnti, CEO  
Print Name and Title

Approved as to Form for the reliance of the  
City of Brooksville only:

  
Thomas S. Hogan, Jr., The Hogan Law Firm, LLC  
City Attorney



## CONSENT AGENDA ITEM MEMORANDUM

**TO:** Honorable Mayor and Members, Brooksville City Council  
**VIA:** Jennene Norman-Vacha, City Manager  
**FROM:** George B. Turner, Chief of Police  
**SUBJECT:** Police Car Purchase, and Surplus of Retired Police Cars  
**DATE:** October 01, 2012

**GENERAL INFORMATION/BACKGROUND:** The City Council has approved the purchase of two police vehicles in the FY2012/2013 budget and a third through the 2012/2013 JAG Grant. Per City of Brooksville Purchasing Policy staff requests to complete the approved purchase by the State Bid Contract through Maroone Chrysler Dodge, 13601 Pines Blvd, Pembroke Pines Florida. The 2013 state bid price on the three 2013 Dodge Charger police package vehicles, including installed emergency equipment is \$ 97,234.8.

This purchase will be completed by using the 2012/2013 JAG Grant award, line 118-013-521-55500, in the amount of e amount of \$ 25,831.00 with the balance due split between the trade value of the listed surplus/retired vehicles( approximately \$ 12,000 ) and \$ 59,403.84 from 502-013-521-55500.

As reference above, staff is requesting to surplus the following police vehicles: V210,2000 Ford Crown Vic, vin 169033, V171 2006 Dodge Charger vin# 360149, V178 2006 Dodge Charger vin 752346 These retired vehicles will be placed for public auction on the City approved public auction site to offset the purchase price of the new police vehicles. Trade-in value is estimated at \$12,000.

**BUDGET IMPACT:** The City Council approved the 2012/2013 JAG GRANT in the amount of \$ 25,831.00 which is earmarked for the purchase of one fully equip marked patrol car. The City Council has approved the expenditure of \$ 66,000 from 502-013-521-55500 to complete the purchase of the listed police vehicles above.

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

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

**STAFF RECOMMENDATION:** Staff recommends approval of purchase of vehicles outlined above from state bid as stated, and approval to surplus and auction/trade the retired patrol vehicles.

**ATTACHMENTS:**

1. Maroone Chrysler Quick Quote Sheet, Cars 1 & 2  
Dana Safety Supply, Inc., Sales Quote
2. Maroone Chrysler Quick Quote Sheet, Car 3  
Dana Safety Supply, Inc., Sales Quote

# Attachment 1

Maroone Chrysler Quick Quote Sheet, Cars 1 & 2  
Dana Safety Supply, Inc., Sales Quote



# SALES QUOTE

DANA SAFETY SUPPLY, INC  
 5221 W. MARKET ST  
 GREENSBORO, NC 27409

<b>Sales Order No.</b>	97597
<b>Customer No.</b>	BROOKPD

Telephone: 800-845-0405

Rev: B

**Bill To:**

BROOKSVILLE POLICE DEPT  
 87 VETERANS AVE  
 BROOKSVILLE, FL 34601

**Ship To:**

BROOKSVILLE POLICE DEPT  
 87 VETERANS AVE  
 BROOKSVILLE, FL 34601

Telephone: (352) 754-6800  
 Contact: JASON BROUGH

Telephone: (352) 754-6800  
 Contact: JASON BROUGH

Ship Via		F.O.B.		Terms		Salesperson	
UPS GROUND OR TRUCK		QUOTED FREIGHT		NET 30		STU COX	
Order Date	Ordered By	Customer Phone #	PO #		Resale #		
09/17/12	LT. BROUGH	(352) 754-6800					
Order Quantity	Back Order Quantity	Tax	Item Number	Description	Unit Price	Extended Price	
2	2	Y		U of M: EACH INSTALLATION OF VEHICLE EQUIPMENT (PATROL CHARGER) Warehouse: INSTT  SPECIFICS TO BE DONE AT DSS TAMPA FACILITY (3810-A WEST OSBORN AVE)  VEHICLES WILL BE DROP SHIPPED FROM DODGE TO DSS AND MAY BE PICKED UP BY BPD UPON COMPLETION. OR TRANSPORTATION CAN BE ARRANGED FOR A SMALL FEE.  INSTALLATION OF EQUIPMENT LISTED BELOW PLUS CUSTOMER SUPPLIED RADIO, ANTENNAS, AND GPS. PRICE INCLUDES WIRE, LOOM, CONNECTORS, FUSES, HARDWARE, CIRCUIT BREAKER, ETC.  INSTALLATION WARRANTY COVERS WORKMANSHIP FOR THE DURATION OF THE EQUIPMENT MANUFACTURERS WARRANTY.  TRUNK MOUNTED EQUIPMENT IS TO BE INSTALLED ON THE UNDERSIDE OF THE REAR DECK. OEM HEADLIGHT & TAIL LIGHT FLASHER WILL BE WIRED TO SIREN CONTROLLER.	910.0000	1,820.00	

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# SALES QUOTE

DANA SAFETY SUPPLY, INC  
 5221 W. MARKET ST  
 GREENSBORO, NC 27409

<b>Sales Order No.</b>	97597
<b>Customer No.</b>	BROOKPD

Telephone: 800-845-0405

Rev: B

**Bill To:**

BROOKSVILLE POLICE DEPT.  
 87 VETERANS AVE  
 BROOKSVILLE, FL 34601

**Ship To:**

BROOKSVILLE POLICE DEPT.  
 87 VETERANS AVE  
 BROOKSVILLE, FL 34601

Telephone: (352) 754-6800  
 Contact: JASON BROUGH

Telephone: (352) 754-6800  
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Ship Via		F.O.B.		Terms		Salesperson	
UPS GROUND OR TRUCK		QUOTED FREIGHT		NET 30		STU COX	
Order Date	Ordered By	Customer Phone #	PO #		Resale #		
09-17-12	LT. BROUGH	(352) 754-6800					
Order Quantity	Back Order Quantity	Tax	Item Number	Description	Unit Price	Extended Price	
2	2	Y	C-VS-0809-CHGR-1	U of M: EACH HAVIS 2013 CHARGER 17" ANGLED LOW PROFILE CONSOLE Warehouse: INSTT  (I I ST \$429.45) INCLUDES THE FOLLOWING EQUIPMENT BRACKETS * C-FB30-WS2-1P (295SLSA6 SIREN) * C-FB30-MCS-1P (MCS2000 RADIO) * ANY FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION	249.0800	498.16	
2	2	Y	C-CUP2-1	U of M: EACH HAVIS DUAL CUP HOLDER Warehouse: INSTT  (I I ST \$44.00)	25.5800	51.16	
2	2	Y	CG-X	U of M: EACH HAVIS CHARGE GARD (SHUTDOWN TIMER & PROTECTION MODULE) Warehouse: INSTT  (I I ST \$99.00) THIS UNIT AUTOMATICALLY SHUTS DOWN ACCESSORIES (3-OUTLET FLASHLIGHT INVERTER ETC) AFTER A SET AMOUNT OF TIME (MOST AGENCIES SET IT FOR ABOUT 2 HOURS	57.4200	114.84	

<b>Print Date</b>	09/17/12
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Ship Via		F.O.B.		Terms		Salesperson	
UPS GROUND OR TRUCK		QUOTED FREIGHT		NET 30		STU COX	
Order Date	Ordered By	Customer Phone #	PO #		Resale #		
09.17.12	LT. BROUGH	(352) 754-6800					
Order Quantity	Back Order Quantity	Tax	Item Number	Description	Unit Price	Extended Price	
2	2	Y	C-SM-SA-1-HD	U of M: EACH HAVIS MOUNTING BRACKET & SWING ARM FOR COMP MOUNT Warehouse: INSTT <small>(LST \$119.70)</small>	69.4300	138.86	
2	2	Y	C-3090-3	U of M: EACH HAVIS LAPTOP TRAY W/ TILT & SWIVEL - LOW MOUNT Warehouse: INSTT <small>(LST \$219.45)</small>	127.2800	254.56	
2	2	Y	SA315P	U of M: EACH WHELEN 100W COMPACT BLACK COMPOSITE 122dB SPEAKER Warehouse: INSTT <small>(LST \$310.00)</small>	115.0000	230.00	
2	2	Y	SAK37	U of M: EACH WHELEN SA315 BRACKET FOR 2011- CHARGER Warehouse: INSTT <small>(LST \$35.50)</small>	18.0000	36.00	

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Ship Via		E.O.B.		Terms		Salesperson	
UPS GROUND OR TRUCK		QUOTED FREIGHT		NET 30		STU COX	
Order Date	Ordered By	Customer Phone #	PO #		Resale #		
09/17/12	LT. BROUGH	(352) 754-6800					
Order Quantity	Back Order Quantity	Tax	Item Number	Description	Unit Price	Extended Price	
2	2	Y	295SLSA6	U of M: EACH WHELEN 100 200W SCAN-LOCK SIREN PA SWITCH CONTROLLER Warehouse: INSTT  (LIST \$638.00)	269.0000	538.00	
4	4	Y	VTX609J	U of M: EACH WHELEN VERTEX SPLIT RED BLUE Warehouse: INSTT  (LIST \$132.00) FOR FRONT FENDERS	58.0000	232.00	
4	4	Y	VTXFB	U of M: EACH WHELEN BLACK FLANGE FOR VERTEX-SURFACE MOUNT Warehouse: INSTT  (LIST \$8.50)	4.5500	18.20	
2	2	Y	AVN1R	U of M: EACH WHELEN SINGLE AVENGER RED Warehouse: INSTT  (LIST \$194.00) REAR DECK	95.0000	190.00	

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UPS GROUND OR TRUCK		QUOTED FREIGHT		NET 30		STU COX	
Order Date	Ordered By	Customer Phone #		PO #		Resale #	
09/17/12	LT. BROUGH	(352) 754-6800					
Order Quantity	Back Order Quantity	Tax	Item Number Description		Unit Price	Extended Price	
2	2	Y	AVN1B U of M: EACH WHELEN SINGLE AVENGER BLUE Warehouse: INSTT (LIST \$194.00) REAR DECK		95.0000	190.00	
2	2	Y	14-0553 U of M: EACH ABLE2 TRIPLE 12V OUTLET BOX Warehouse: INSTT		14.0000	28.00	
2	2	Y	TH400 U of M: EACH THOR 400 WATT 12VDC TO 120VAC INVERTER Warehouse: INSTT		33.0000	66.00	
2	2	Y	10-XL-C U of M: EACH SETINA #10 SPACE-SAVER CAGE W/ OFFSET PASSENGER SIDE Warehouse: INSTT  (LIST \$799.00) COATED SCRATCH RESISTANT LEXAN SLIDER WINDOW W/ MESH INSERT RECESSED SPACE-SAVER CENTER PANEL OFFSET MORE LEGROOM FOR PRISONERS BEHIND PASSENGER. INCLUDES LOWER EXTENSION PANELS		519.3500	1,038.70	

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UPS GROUND OR TRUCK		QUOTED FREIGHT		NET 30		STU COX	
Order Date	Ordered By	Customer Phone #	PO #		Resale #		
09/17/12	LT BROUGH	(352) 754-6800					
Order Quantity	Back Order Quantity	Tax	Item Number Description		Unit Price	Extended Price	
2	2	Y	DUAL WEAPON MOUNT U of M EACH SET IN A DUAL WEAPON MOUNT Warehouse: INSTT (LIST \$419.00) TO BE MOUNTED IN DODGE CHARGER - CENTER SECTION OF XI PARTITION TWO LARGE UNIVERSAL ELECTRONIC LOCKS TO FIT ANY WEAPONS HANDCUFF KEY OVERRIDE		272.3500	544.70	
2	2	Y	RE7019 U of M EACH MAGLITE RECHARGABLE FLASHLIGHT W/ CHARGER Warehouse: INSTT (LIST \$142.22)		85.0000	170.00	
2	2	Y	RR-LF24-1000 U of M EACH APOLLO ROADRUNNER LE SYSTEM (1-TERRABYTE) Warehouse: INSTT DVR SYSTEM RAPIDS SOFTWARE POWER CABLE 25' AUDIO CABLE REMOVABLE 100GB HDD 27" X ZOOM CAMERA 2.4GHZ WIRELESS AUDIO KIT		4,082.0000	8,164.00	
2	2	Y	RR-ICCA U of M EACH AVT CAMERA WIRING HARNESS FOR SPARE CAMERA Warehouse: INSTT		32.0000	64.00	

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UPS GROUND OR TRUCK		QUOTED FREIGHT		NET 30		STU COX	
Order Date	Ordered By	Customer Phone #	PO #		Resale #		
09/17/12	LT. BROUGH	(352) 754-6800					
Order Quantity	Back Order Quantity	Tax	Item Number Description		Unit Price	Extended Price	
2	2	Y	RR-CIR225	U of M: EACH	194.0000	388.00	
			APOLLO REAR FACING CAMERA WITH IR AND AUDIO				
			Warehouse: INSTT				
2	2	Y	RR-GPS18	U of M: EACH	167.0000	334.00	
			AVT GPS KIT FOR ROAD RUNNER IN CAR VIDEO SYSTEM				
			Warehouse: INSTT				
2	2	Y	50B02ZCR	U of M: EACH	89.8800	179.76	
			WHELEN BLUE 500 SERIES LINEAR SUPER LED				
			Warehouse: INSTT				
			LIST \$168.000				
2	2	Y	50R02ZCR	U of M: EACH	89.8800	179.76	
			WHELEN RED 500 SERIES LINEAR SUPER LED				
			Warehouse: INSTT				
			LIST \$168.000				
4	4	Y	5BKTI	U of M: EACH	6.9600	27.84	
			WHELEN 500 SERIES SUPER LED SINGLE MTG BRACKET				
			Warehouse: INSTT				
			LIST \$13.000				

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UPS GROUND OR TRUCK		QUOTED FREIGHT		NET 30		STU COX	
Order Date	Ordered By	Customer Phone #		PO #		Resale #	
09/17/12	LT. BROUGH	(352) 754-6800					
Order Quantity	Back Order Quantity	Tax	Item Number	Description	Unit Price	Extended Price	
4	4	Y	5FLANGEB	U of M: EACH WHELEN BLACK FLANGE FOR 500 SERIES Warehouse: INSTT	4.8200	19.28	
2	2	Y	SXD8BBRRPC	U of M: EACH WHELEN LIBERTY FSA PREMIUM 15-MODULE LIGHTBAR 48.5 R B Warehouse: INSTT	1,179.0000	2,358.00	
2	2	Y	MKEZ82	U of M: EACH WHELEN LIGHT BAR STRAP KIT FOR 2011+ DODGE CHARGER Warehouse: INSTT	0.0000	0.00	
<p>*** THE ABOVE QUOTE IS FOR EQUIPMENT &amp; INSTALL INTO TWO DODGE CHARGERS FOR PATROL.</p> <p>PRICED PER CITY OF TALLAHASSEE CONTRACT #1489, RFP# 0233-06-BM-TC, WHICH CAN BE USED BY OTHER AGENCIES FOR CO-OP PURCHASES. DOCUMENTS AVAILABLE UPON REQUEST.</p> <p>PLEASE CONTACT STU COX IF YOU HAVE ANY QUESTIONS OR NEED TO</p>							

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# SALES QUOTE

DANA SAFETY SUPPLY, INC  
 5221 W. MARKET ST  
 GREENSBORO, NC 27409

Sales Order No.	97597
Customer No.	BROOKPD

Telephone: 800-845-0405

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<b>Ship Via</b>		<b>F.O.B.</b>		<b>Terms</b>		<b>Salesperson</b>	
UPS GROUND OR TRUCK		QUOTED FREIGHT		NET 30		STU COX	
<b>Order Date</b>		<b>Ordered By</b>		<b>Customer Phone #</b>		<b>PO #</b>	
09/17/12		LT. BROUGH		(352) 754-6800			
<b>Order Quantity</b>		<b>Back Order Quantity</b>		<b>Tax</b>		<b>Resale #</b>	
				<b>Item Number</b>		<b>Unit Price</b>	
				<b>Description</b>		<b>Extended Price</b>	
				MAKE PURCHASE ARRANGEMENTS AT (813)909-3071 OR SCOX @ 1DSS.COM			
				THANK YOU FOR THE OPPORTUNITY!			

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Amount Shipped	0.00
Amount B.O.	17,873.82

Subtotal	17,873.82
Freight	334.76
<b>Total</b>	<b>18,208.58</b>

Printed By: STU COX

# Attachment 2

Maroone Chrysler Quick Quote Sheet, Car 3  
Dana Safety Supply, Inc., Sales Quote



# SALES QUOTE

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Ship Via	E.O.B.	Terms	Salesperson		
UPS GROUND OR TRUCK	QUOTED FREIGHT	NET 30	STU COX		
Order Date	Ordered By	Customer Phone #	PO #		
09/17/12	LT. BROUGH	(352) 754-6800			
Order Quantity	Back Order Quantity	Tax	Item Number Description	Unit Price	Extended Price
1	1	Y	U of M: EACH INSTALLATION OF VEHICLE EQUIPMENT (SLICKTOP CHARGER) Warehouse: INSTT ***** SPECIFICS TO BE DONE AT DSS TAMPA FACILITY (3819-A WEST OSBORNE AVE) VEHICLE WILL BE DROP SHIPPED FROM DODGE TO DSS AND MAY BE PICKED UP BY BPD UPON COMPLETION. OR TRANSPORTATION CAN BE ARRANGED FOR A SMALL FEE INSTALLATION OF EQUIPMENT LISTED BELOW PLUS CUSTOMER SUPPLIED PAIR OF FOGLIGHT LED'S, CORNER LED'S, RADIO, ANTENNAS, AND GPS PRICE INCLUDES WIRE, LOOM, CONNECTORS, FUSES, HARDWARE, CIRCUIT BREAKER, ETC INSTALLATION WARRANTY COVERS WORKMANSHIP FOR THE DURATION OF THE EQUIPMENT MANUFACTURER'S WARRANTY ***** TRUNK MOUNTED EQUIPMENT IS TO BE INSTALLED ON THE UNDERSIDE OF THE REAR DECK. OEM HEADLIGHT & TAILLIGHT FLASHER WILL BE WIRED TO SIREN CONTROLLER	552.5000	552.50

<b>Print Date</b>	09/17/12
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UPS GROUND OR TRUCK		QUOTED FREIGHT		NET 30		STU COX	
Order Date	Ordered By		Customer Phone #		PO #		Resale #
09/17/12	LT. BROUGH		(352) 754-6800				
Order Quantity	Back Order Quantity	Tax	Item Number Description			Unit Price	Extended Price
1	1	Y	PKG-PSM-144 U of M: EACH HAVIS COMPUTER MOUNT FOR DODGE CHARGER 2012+ Warehouse: INSTT (LIST \$311.85) PACKAGE INCLUDES PASSENGER SIDE BASE, POLE & PLATFORM			180.8700	180.87
1	1	Y	C-3090-3 U of M: EACH HAVIS LAPTOP TRAY W/ TILT & SWIVEL - LOW MOUNT Warehouse: INSTT (LIST \$219.45)			127.2800	127.28
1	1	Y	SA315P U of M: EACH WHELEN 100W COMPACT BLACK COMPOSITE 122dB SPEAKER Warehouse: INSTT (LIST \$310.00)			115.0000	115.00
1	1	Y	SAK37 U of M: EACH WHELEN SA315 BRACKET FOR 2011+ CHARGER Warehouse: INSTT (LIST \$35.50)			18.0000	18.00

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Order Date	Ordered By	Customer Phone #	PO #		Resale #		
09/17/12	LT. BROUGH	(352) 754-6800					
Order Quantity	Back Order Quantity	Tax	Item Number	Description	Unit Price	Extended Price	
1	1	Y		ALPHASL U of M: EACH WHELEN 100W REMOTE 4-TONE HANDSFREE UNDERCOVER SIREN Warehouse: INSTT  (LIST \$240.00)	128.4000	128.40	
1	1	Y		ALPHA5 U of M: EACH WHELEN 3-POSITION TOGGLE SWITCH FOR UNDERCOVER SIREN Warehouse: INSTT  (LIST \$78.00) CONTROLS 3 SIREN TONES AND OTHER WARNING LIGHTS OR DEVICE FUNCTIONS. CONTACTS RATED AT 30A	41.7300	41.73	
1	1	Y		HG2 HG2 RUNNER LIGHTS (PAIR OF RED/BLUE SIDE RUNNERS & FLA Warehouse: INSTT  FOR 2013 DODGE CHARGER (ALTERNATING RED/BLUE), INCLUDES FLASHER MODULE	775.0000	775.00	

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Order Date	Ordered By	Customer Phone #		PO #		Resale #	
09/17/12	LT. BROUGH	(352) 754-6800					
Order Quantity	Back Order Quantity	Tax	Item Number Description			Unit Price	Extended Price
1	1	Y	IZ35UF5P U of M: EACH WHELEN FRONT INNER EDGE PASS SIDE (5-LINZ6'S) FOR DODG Warehouse: INSTT  (LIST \$662.00) PASSENGER SIDE ONLY (B-R-B-R-B)			354.1700	354.17
1	1	Y	IZ38LR8 U of M: EACH WHELEN LOWER REAR INNER EDGE (8 LINZ6'S) FOR DODGE CH Warehouse: INSTT  (LIST \$1121.00) R-B-R-B-R-B-R-B  *** THE ABOVE QUOTE IS FOR EQUIPMENT & INSTALL INTO ONE DODGE CHARGER SLICKTOP UNIT.  PRICED PER CITY OF TALLAHASSEE CONTRACT #1489. RFP# 0233-06-BM-TC, WHICH CAN BE USED BY OTHER AGENCIES FOR CO-OP PURCHASES. DOCUMENTS AVAILABLE UPON REQUEST.  PLEASE CONTACT STU COX IF YOU HAVE ANY QUESTIONS OR NEED TO MAKE PURCHASE ARRANGEMENTS AT (813)909-3071 OR SCOX@1DSS.COM  THANK YOU FOR THE OPPORTUNITY!			599.7400	599.74

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<b>Print Time</b>	04:30:46 PM
<b>Page #</b>	4

<b>Amount Shipped</b>	0.00
<b>Amount B.O.</b>	2,892.69

<b>Subtotal</b>	2,892.69
<b>Freight</b>	46.57
<b>Total</b>	2,939.26

Printed By: STU COX





**CONSENT AGENDA ITEM**  
**MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER  
**FROM:** GEORGE TURNER, CHIEF OF POLICE  
**SUBJECT:** COMPUTER REPLACEMENT FOR BROOKSVILLE POLICE DEPARTMENT  
**DATE:** OCTOBER 01, 2012

*T. Jennene Norman-Vacha*  
*George Turner*

**GENERAL SUMMARY:** As approved by City Council in the 2012/2013 budget, line 109-013-521-55500, and as recommended by the Hernando County MIS/I.T. Department, the Brooksville Police Department requests to complete the purchase of the upgraded computers. These new computers will be a combination of Dell desk and laptops as required with all necessary docking stations and licenses for a total price of \$65,710.02 as indicated in the attached quotes. The computers now in use at the Brooksville Police Department will be transfer to other City departments or declared surplus depending on need and/or condition.

*LB* **BUDGET IMPACT:** City Council has approved this expenditure from line item 109-013-521-55500.

*LB* **LEGAL REVIEW:** City Council has home-rule authority (Art. VIII, 2(b), Fla Const./Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit.

**STAFF RECOMMENDATION:** Staff recommends approval to complete purchase.

- ATTACHMENTS:**
1. Memo from Peggy Beyer
  2. Requisition, Dell Computer Corporation,
  3. Quotes

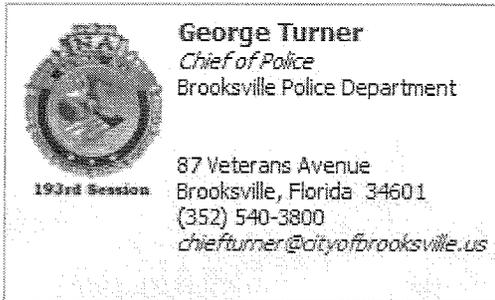
# Attachment 1

Memo from Peggy Beyer

## Janice Peters

---

**From:** George Turner  
**Sent:** Friday, September 21, 2012 12:10 PM  
**To:** Janice Peters  
**Cc:** T. Jennene Norman-Vacha  
**Subject:** FW: Police Department Computers  
**Attachments:** George Turner.vcf



---

**From:** Peggy Beyer  
**Sent:** Friday, September 21, 2012 12:03 PM  
**To:** George Turner  
**Cc:** T. Jennene Norman-Vacha  
**Subject:** Police Department Computers

Hi Chief,

As we have discussed Technology Services recommends that you replace all of your existing computer equipment. This would include the staff computers as well as the patrol vehicle computers. The average age of your equipment is between 5-7 years old. You have already experienced failed equipment for your department and as the equipment ages it will only get worse. Your department is a department of public safety and this is also one of the main reasons we would recommend this. We also feel that by you replacing this equipment it will allow your department to be more effective and efficient.

The County has implemented a hardware replacement program and our standard is to replace the entire departments equipment every 5 years. I have spoken to Jennene regarding implementing a similar program for the City and she of course will take that into consideration based on budgets. Please let me know if you need any other assistance.

Thanks ☺ Peggy

# Attachment 2

Requisition, Dell Computer Corp.

**City of Brooksville**

There are invalid characters in the text

87 Veterans Ave.  
 Brooksville, FL 34601  
 (352) 540-3800 Ext  
 Jason Brough

**REQUISITION**

<p><b>Vendor :DEL1002</b></p> <p><b>Dell Computer Corporation</b></p> <p>One Dell Way                  Round Rock, TX 78682                  Phone - (800)274-7799 Ext / Fax - (512)283-9276 Ext</p>	<p><b>Ship-to-Address</b></p> <p>87 Veterans Ave.                  Brooksville, FL 34601                  (352) 540-3800 Ext                  Jason Brough</p>
<p><b>Document Information</b></p> <p>Document Date 10/01/2012                  Required Date 10/05/2012                  Prepared By Jason J. Brough                  Workflow ID 013                  Status Submitted to Requester                  Description BPD Computer Replacement</p>	

**Comments :**

Qty	Unit Type	Qty Rec'd	Received Date	Account Information	Item Number	Item Description	Unit Price	Tax %	Total
8	EA	0		55500 109 013 521	N/A	Dell Optiplex 990 PC Package	1,419.59	0.000	11,356.72
10	EA	0		55500 109 013 521	N/A	Dell Latitude E6430 w/docking station	1,780.56	0.000	17,805.60
15	EA	0		55500 109 013 521	N/A	Dell Latitude E6430 no docking station	1,652.40	0.000	24,786.00
22	EA	0		55500 109 013 521	N/A	Lind DC Power Adapter	104.00	0.000	2,288.00
1	EA	0		55500 109 013 521	N/A	Netmotion Mobility XE License Package	6,013.70	0.000	6,013.70
16	EA	0		55500 109 013 521	N/A	Microsoft Office Software	216.25	0.000	3,460.00

**Total : \$65,710.02**

**Approval Information**

The Purchase Order Authorizes the purchase of the items or services in the quantities and the amounts specified above by the purchaser identified above on the presentation of proper identification at time of purchase.

The Purchase Order/Invoice number must appear on billing invoices, packages. Billing of the purchase must be submitted to the address shown above.

The City of Brooksville is exempt from payment of State sales tax under Exemption #85-8012740085C-2.

# Attachment 3

Quotes

Dell recommends Windows® 7.

## View/Print Cart

Print Page

### Hernando County, contract code: WN05ACA

E-quote Number: 1012360851657

<b>E-quote Name</b>	Dell OptiPlex 990 Desktop_COE_PD	<b>E-Quote Description</b>	22" FP_Monitor_1gp Vid x2
<b>Saved By:</b>	Tim Grantham tgrantham@co.hernando.fl.us	<b>Phone Number:</b>	(352) 754-4009
<b>Saved On:</b>	Wednesday, September 05, 2012	<b>Purchasing Agent:</b>	
<b>Expires On:</b>	Saturday, October 20, 2012	<b>Notes/Comments:</b>	
<b>Premier Page Name</b>	Hernando County, contract code: WN05ACA	<b>Additional Comments:</b>	

**Description**



Dell OptiPlex 990 Desktop - Fully Customizable

Date & Time: September 05, 2012 9:26 AM CST

**SYSTEM COMPONENTS**

Dell OptiPlex 990 Desktop - Fully Customizable

OptiPlex 990 Desktop for Standard Power Supply, Windows 7 Professional, No Media, 64-bit, English

Qty	1
Unit Price	\$1,370.60

Catalog Number: 84 W1194

Module	Description	Show Details
Base/Power Supply	OptiPlex 990 Desktop for Standard Power Supply	
Operating System(s)	Windows 7 Professional, No Media, 64-bit, English	
Processors	2nd Gen Intel Core i7-2600 Processor (Quad Core, 3.40GHz Turbo, 8MB, w/ HD2000 Graphics)	
Memory	8GB DDR3, Non-ECC, 1333MHz Dual Channel SDRAM, 2x4GB	
Keyboard	No Keyboard Selected	
Monitors	Dell Pro P2212H, Wide screen, 21.5in VIS, HAS, VGA, DVI	
Video Cards	1GB AMD RADEON HD 6450 (1 DP/ DVI), Low Profile	
Boot Hard Drives	250GB 3.5 6.0Gb/s SATA with 8MB DataBurst Cache™	
Mouse	No Mouse Selected	
Systems Management Mode	No Out-of-Band Systems Management	
Removable Media Storage Device	16X DVD+/-RW, Roxio Creator, Cyberlink PowerDVD, No Media	
Thermals	Heat Sink, Performance, Desktop	
Speakers	Dell AX510 Sound Bar for all UltraSharp Flat Panel Displays (Black)	

*add Media*

Dell recommends Windows® 7.

## View/Print Cart

 Print Page

Hernando County, contract code: WN05ACA

E-quote Number: 1007107037933

<b>E-quote Name</b>	Latitude E6430_COB_PD	<b>E-Quote Description</b>	COB PD_17_8gb Memory
<b>Saved By:</b>	Tim Grantham tgrantham@co.hernando.fl.us	<b>Phone Number:</b>	(352) 754-4009
<b>Saved On:</b>	Wednesday, September 05, 2012	<b>Purchasing Agent:</b>	
<b>Expires On:</b>	Saturday, October 20, 2012	<b>Notes/Comments:</b>	
<b>Premier Page Name</b>	Hernando County, contract code: WN05ACA	<b>Additional Comments:</b>	

**Description**



Latitude E6430 Laptop - Fully Customizable

Date & Time: September 05, 2012 8:58 AM CST

**SYSTEM COMPONENTS**

Latitude E6430 Laptop - Fully Customizable

Dell Latitude E6430, Windows 7 Professional, No Media, 64-bit, English	Qty 1	Unit Price \$1,652.40
<b>Catalog Number:</b>	84 W1410	

Module	Description	Show Details
Latitude E6430	Dell Latitude E6430	
Operating Systems	Windows 7 Professional, No Media, 64-bit, English	
Processor	3rd gen Intel® Core™ i7-3720QM Processor (2.6GHz, 6M cache. Upgradable to Intel® vPro™ technology)	
Memory	8.0GB, DDR3-1600MHz SDRAM, 2 DIMMS	
Internal Keyboard	Internal English Backlit Dual Pointing Keyboard	
Graphics	NVIDIA® NVS™ 5200M (GDDR5 1GB) Discrete Graphic with Optimus	
Primary Storage	128GB Mobility Solid State Drive	
Security Hardware	No Dell ControlVault, No Fingerprint Reader.No Smartcard Reader & No Contactless Smartcard Reader.DP	
LCDs	14.0" HD (1366x768) Anti-Glare LED-backlit	
Modem	No Modem	
AC Adapter	90W A/C Adapter (3-pin)	
E-Modular Primary Optical Device	No Optical Device	
Camera/Microphone	Noise Cancelling Digital Array Microphone	

Dell recommends Windows® 7.

## View/Print Cart

Print Page

Hernando County, contract code: WN05ACA

E-quote Number: 1014878519073

<b>E-quote Name</b>	Latitude E6430_COB_PD	<b>E-Quote Description</b>	COB_PD_I7_8gb Memory_DckSta_DVDRW
<b>Saved By:</b>	Tim Grantham tgrantham@co.hernando.fl.us	<b>Phone Number:</b>	(352) 754-4009
<b>Saved On:</b>	Wednesday, September 05, 2012	<b>Purchasing Agent:</b>	
<b>Expires On:</b>	Saturday, October 20, 2012	<b>Notes/Comments:</b>	
<b>Premier Page Name</b>	Hernando County, contract code: WN05ACA	<b>Additional Comments:</b>	

### Description



Latitude E6430 Laptop - Fully Customizable

Date & Time: September 05, 2012 9:37 AM CST

#### SYSTEM COMPONENTS

Latitude E6430 Laptop - Fully Customizable

Dell Latitude E6430, Windows 7 Professional, No Media, 64-bit, English

Qty	1
Unit Price	\$1,780.56

Catalog Number: 84 W1410

Module	Description	Show Details
Latitude E6430	Dell Latitude E6430	
Operating Systems	Windows 7 Professional, No Media, 64-bit, English	
Processor	3rd gen Intel® Core™ i7-3720QM Processor (2.6GHz, 6M cache, Upgradable to Intel® vPro™ technology)	
Memory	8.0GB, DDR3-1600MHz SDRAM, 2 DIMMS	
Internal Keyboard	Internal English Backlit Dual Pointing Keyboard	
Graphics	NVIDIA® NVS™ 5200M (GDDR5 1GB) Discrete Graphic with Optimus	
Primary Storage	128GB Mobility Solid State Drive	
Security Hardware	No Dell ControlVault, No Fingerprint Reader, No Smartcard Reader & No Contactless Smartcard Reader, DP	
LCDs	14.0" HD (1366x768) Anti-Glare LED-backlit	
Modem	No Modem	
AC Adapter	90W A/C Adapter (3-pin)	
E-Modular Primary Optical Device	8X DVD +/-RW <i>Add Media \$</i>	
Camera/Microphone	Noise Cancelling Digital Array Microphone	

Skip to: [Content](#) | [Footer](#)



Shopping Cart

[Print](#)

Qty.	Product Description	Savings	Total Price
22	 <p>LIND DE2648-1320 DC Power Adapter For Dell Laptops                      Item #: N82E16834993456                      Return Policy: <a href="#">Standard Return Policy</a></p>	-\$15.99 Instant	<del>\$2,630.78</del> \$2,288.00 (\$104.00 each)
Subtotal:			\$2,288.00
Calculate Shipping <input type="text"/>		Shipping:	\$25.52
Zip Code: 34601 <input type="text"/> UPS Guaranteed 3 Day --- \$25.52 <input type="button" value="+"/> <input type="button" value="Ⓢ"/>			
Redeem Newegg Gift Cards / Google Offer Code Card Number: <input type="text"/> Security Code: <input type="text"/>			
Apply Promo Code(s):		Promo Code:	\$0.00
<small><a href="#">New Newegg Preferred Account Customers: Get \$20 off \$100! Plus, No Payments + No Interest if paid in full in up to 12 Months. Minimum purchase required.</a>  <a href="#">Subject to credit approval. Learn More</a></small>			
Grand Total:			\$2,313.52

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10/01/12



# CONSENT AGENDA ITEM MEMORANDUM

**TO:** THE HONORABLE MAYOR AND CITY COUNCILMEN

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

**FROM:** *Richard W. Radacky* RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

**SUBJECT:** EMERGENCY DECLARATION TO REPAIR AN 88HP SEWAGE PUMP AT THE SCHOOL STREET LIFT STATION

**DATE:** September 24, 2012

**GENERAL SUMMARY/BACKGROUND:** The Utility Division of the Public Works Department is requesting an emergency declaration and approval by Council to repair to an 88 horsepower pump installed in the School Street Lift Station in accordance with the emergency provisions of the purchasing policies.

The repair will be made by the manufacturer of the pump and the sole provider of factory service and parts in Florida. The pump was installed in 1999 and is in need of a major overhaul and impeller replacement. These are very large pumps and they pump a large portion of the daily sewage flow produced by the City. Any further failure could have detrimental environmental and health risks to the community. The replacement cost for a new pump is \$45,000. The repair is quoted at \$21,610.

**BUDGET IMPACT:** Funding for this expense was approved in the 2011-2012 Fiscal Year Budget, Line Item Account Number 401-027-536-54600 and will be carried forward into the Fiscal Year 2012-2013 Budget. *James M. Nelson*

*BBB*

**LEGAL REVIEW:** Council has home-rule authority (Article VIII, 2(b), Florida Constitution/Section 166.011, Florida Statutes) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent that Council authorizes otherwise by ordinance. Pursuant to Section 2-305 (a) The bid requirements set forth herein shall not affect provisions contained in City Charter Part I, Article V, Section 5.04, regarding competitive bidding except those provisions essential to the declaration of an emergency to protect the public health and safety. Section 2-305 (b) The declaration of an emergency shall be by the Mayor or Vice Mayor, where upon the City Manager or, in such absence of the City Manager, the Acting City Manager designee, may issue orders for emergency purchases or procurement of hardware, machinery, facilities or services because of an act of God, strike, storm, fire, explosion, failure, riot, public enemy or catastrophe of any kind that seriously impairs or renders impossible the continued operation of public facilities or services as are required for public health or safety.

**STAFF RECOMMENDATION:** Staff recommends approval to proceed with the repair to this pump with the manufacturer Xylem (formerly ITT Flygt) in the amount of \$21,610 under the declared emergency purchasing provisions provided for in the City Code.

**ATTACHMENTS:** Xylem Memo & Service Estimate

9/7/2012 10:54 AM

**William Smith**

---

**From:** Moffitt, David - Xylem [David.Moffitt@Xylem.com]  
**Sent:** Thursday, September 06, 2012 12:58 PM  
**To:** William Smith  
**Subject:** XYLEM SOLE SOURCE LETTER

**XYLEM INC. – FLYGT PRODUCTS**  
2152 Sprint Blvd. Apopka Florida 32703  
Phone: 407-880-2900 • Fax: 407-880-2962



September 6<sup>th</sup> 2012  
CITY OF BROOKSVILLE

Subject: FLYGT PRODUCTS – SALES & SERVICE

Please be advised the Xylem, Inc. the only authorized vendor for Flygt Products and is the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Their staff is properly trained to provide you the best service available.

Thank you for your interest in Flygt Products. Do not hesitate to call me if you have any questions regarding distribution or any other matter.

Very truly yours,

XYLEM, INC.

Dave Moffitt

\*Flygt Products include submersible pumps, mixers, valves, M&C products, Syracuse safe hatch access covers and control panels.

9/7/2012 10:54 AM

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### PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2012-APO-0308  
Tag #: 7355 in back  
JobName: Howell Ave

Date: 9/6/2012

Page 1 of 4

#### Customer Information

Company Name: CITY OF BROOKSVILLE  
Address: ATTN: FINANCE DEPT  
201 N HOWELL AVE  
BROOKSVILLE FL34601

Contact: Will Smith  
Telephone: 352-544-5469  
Telephone:  
Fax:  
Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

#### Product Identification

Product Number: 33001816125

Serial Number: 3300.181-9940104

Model: 3300  
Impeller Code: 0464  
HP: 88  
Volts: 460  
Phases: 3

#### Inspection Information

Inspected By: Randy Cardin  
Motor Data: Wire Configuration: U1:Red V1:Black W1:White  
Megger to ground: R 000 B 000 W 000  
Resistance through cable: RB 00 RW 00 BW 00  
Stator Condition: Unusable  
Shaft Condition: Unusable  
Oil Condition: Unusable  
Inspection Plugs:

Sensors:  
 FLS  
 CLS  
 KLIX  
 Bearing

Hydraulic: Impeller/Propeller Condition: Unusable  
Volute Condition: Fair  
Hydraulic Type: C

Cable  
Cable Condition: Good  
Cable Length:





PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2012-APO-0308  
Tag #: 7355 in back  
JobName: Howell Ave

Date: 9/6/2012

Page 2 of 4

Installation

Type: P

Control

Discharge Size: 6 inch

MFV

Primary Requirement: imp seals worn lwr bearing broke spun on shaft

Repair/Service Requirements and remarks

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Sell Price	Total Price
1	80 32 41	KIT,O-RING NBR 3300	\$268.00	\$268.00
1	84 53 75	BEARING,ROLLER CYL SNGL ROW 160X75X37MM,26X26MM, NU315ECP	\$262.00	\$262.00
1	83 37 03	BEARING,BALL ANG CONT DBL ROW 190X90X73MM, 3318C3GLAPP	\$684.00	\$684.00
1	617 99 01X	SEAL,MECHANICAL RECONDITIONED	\$1,335.00	\$1,335.00
1	726 18 00	SEAL,MECHANICAL WCCR/WCCR	\$2,182.00	\$2,182.00
1	319 98 39X	STATOR,REW 35-28-4A 460VD	\$2,883.00	\$2,883.00
1	646 59 00	GASKET,NBR	\$35.00	\$35.00
1	84 25 73	RING,SEAL NBR	\$19.00	\$19.00
1	319 38 00	RING,WEAR STATIONARY STEEL/NBR	\$353.00	\$353.00
1	14-69 99 43	DEVCON	\$45.00	\$45.00
1	481 72 13	IMPELLER,C HT CODE 464 CI	\$6,157.00	\$6,157.00
1	518 89 02	DETECTOR,LEAKAGE UNIT FLS	\$189.00	\$189.00
1	504 78 11	CABLE UNIT	\$95.00	\$95.00
1	PART# PENDING	new shaft 3191400X TAG#0474	\$2,300.00	\$2,300.00
1	PART# PENDING	volute sleeve TAG#0472	\$1,150.00	\$1,150.00
1	PART# PENDING	oil hsn sleeve TAG#0473	\$1,100.00	\$1,100.00





**PRODUCT REPAIR / SERVICE ESTIMATE**

Estimate #: R2012-APO-0308  
Tag #: 7355 in back  
JobName: Howell Ave

Date: 9/6/2012

Page 3 of 4

Total Price \$19,057.00

Labor and Other Charges:

Qty	PartNo	Description	Sell Price	Total Price
14	14-69 99 39	LABOR,SERVICE-AOPKA FIRST IN LINE CHARGE	\$174.00	\$2,436.00
1	14-69 98 34	ENVIRONMENTAL FEE 11-50HP	\$53.00	\$53.00
1	14-69 98 02	MAT'L,LUBES,SOLVENTS-LARGE PUMP	\$64.00	\$64.00
		Total Price		\$2,553.00

Total Price: \$21,610.00

**Product Replacement**

Product Number:  
Cost of New Unit:  
Description:

Estimated Delivery: Weeks

**Terms**

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.  
A signed Purchase Order or approval below must be received before any repair work can begin.  
If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

(closing text)

Randy Cardin  
Phone:  
Fax:





## AGENDA ITEM MEMORANDUM

**TO:** Honorable Mayor and City Council

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

**VIA:** Bill Geiger, Community Development Director

**FROM:** Steve Gouldman, AICP, City Planner

**SUBJECT:** Temporary Sign Ordinance No. 819

**DATE:** October 1, 2012

### **BACKGROUND AND DISCUSSION:**

At the September 19, 2011 City Council meeting, the Council, in response to a local business owner's request, adopted Ordinance No. 819, which allows for the placement of temporary signs on properties with commercial and/or office uses. The Ordinance allows each business to display one temporary banner sign a maximum of 32 square feet in size or one feather sign a maximum of 12 feet in height and 32 square feet in size. Each business is allowed to display the sign for a maximum of 30 continuous days once every six months. New businesses are allowed to display either of the temporary signs for the first 3 months of the first 6-month period, provided that the new business has not been in operation more than 12 months prior to the request for a temporary sign permit. A permit fee of \$50.00 is required. The Ordinance contains a sunset provision specifying that the Ordinance expire one year from adoption unless an ordinance is adopted extending the program.

To date, the Community Development Department has issued six permits in accordance with the temporary Ordinance. Additionally, several businesses placed feather signs on their properties without permits while the Ordinance was in effect. When notified by Code Enforcement that a permit was required, most of the businesses removed the signs rather than secure a permit. The local business owner at whose request the Ordinance was enacted did not seek a permit and removed the feather signs posted at his place of business.

Given that the Ordinance has expired, it is requested that the City Council advise staff as to their wishes relative to the allowance for temporary business signs. Three options consistent with the temporary Ordinance have been identified for consideration:

- Option 1: Adopt a new ordinance similar to Ordinance No. 819 that sunsets one year from the ordinance's effective date;

- Option 2: Modify the Land Development Code to reflect the language of Ordinance No. 819 without a sunset provision; and
- Option 3: Modify the Land Development Code to allow for the year-round placement of one banner sign a maximum of 32 square feet in size or one feather sign a maximum of 12 feet in height and 32 square feet in size.

A fourth option would be for City Council to not renew Ordinance No. 819 or modify the sign regulations contained in the Land Development Code.

**BUDGET/IMPACT:**

LB Ordinance No. 819 requires a \$50.00 permit fee. The fee provided the funds necessary for implementation, and no additional staff was required to administer the provisions of the Ordinance.

MSA **LEGAL REVIEW:**

Florida Statutes § 163.3202(1) requires that each county and each municipality must adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan. Florida Statutes § 163.3202(2) mandates that Local land development regulations shall contain specific and detailed provisions necessary or desirable to implement the adopted comprehensive plan.

**STAFF RECOMMENDATION:**

It is recommended that City Council evaluate the options provided as well as any other options identified by the Council and direct staff to act accordingly.

**ATTACHMENT:** Ordinance No. 819

**ORDINANCE NO. 819**

**AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, PROVIDING TEMPORARY SIGN OPPORTUNITIES FOR COMMERCIAL USES; PROVIDING STANDARDS AND ADMINISTRATIVE PROCEDURES FOR PERMITTING TEMPORARY SIGNS; PROVIDING FOR AN EFFECTIVENESS REVIEW; AND PROVIDING FOR AN EFFECTIVE DATE AND A TERMINATION DATE.**

**WHEREAS**, the City of Brooksville, Florida 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, to enact ordinances; and,

**WHEREAS**, the City Council recognizes that the ongoing recession and the condition of the economy challenges local businesses to seek new and better ways to advertise and promote their business; and

**WHEREAS**, the City Council understands that certain businesses would benefit from additional promotional opportunities; and

**WHEREAS**, the City Council has enacted sign regulations as part of the Code of Ordinances, Chapter 125; and

**WHEREAS**, the Code of Ordinances sign regulations currently allow temporary signs during grand opening and special events of limited duration only; and

**WHEREAS**, the City Council wishes to continue to protect the safety of motorists, pedestrians, and others from distractions caused by signs; and

**WHEREAS**, the City Council wishes to continue to preserve the aesthetic beauty of the City of Brooksville; and

**WHEREAS**, the City Council wishes to assist local businesses by providing temporary sign opportunities for businesses operating in the City of Brooksville;

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

**SECTION 1. TEMPORARY SIGNS.** In order to provide temporary sign opportunities for Brooksville businesses the following provisions are hereby adopted:

1. The following temporary signs shall be allowed for businesses on parcels zoned as PDP with commercial and/or office uses and in the C1, C2, C3, C4, CIS-1, I-1, I-2 and P-1 zoning districts as well as any new commercial, office and industrial zoning district not in existence as of the effective date of this ordinance:
  - A. One banner sign per business not to exceed 32 square feet securely affixed to a building; or
  - B. One fabric sign per business attached to a vertical pole (“feather sign”) not to exceed 12 feet in height and 32 square feet in total area which shall be located on private

property and set back from right-of-way lines such that it does not obstruct required sight triangles.

2. Temporary signs may be displayed for a maximum of 30 total days every six months beginning on the effective date of this ordinance. New businesses shall be allowed to display a banner or fabric sign the first three months of the initial six month period, provided that the new business has not been in operation more than 12 months prior to the request for a temporary sign permit.
3. A temporary sign permit shall be required which shall be effective for the duration of this ordinance.
4. A \$50 annual fee for the temporary sign permit is hereby established.
5. The City Manager is hereby authorized to establish administrative procedures necessary to permit and regulate temporary signs allowed under this ordinance consistent with the intent and purpose of this ordinance.

**SECTION 2. EFFECTIVENESS.** The City Council hereby directs staff to review the effectiveness of the temporary sign provisions in providing economic stimulus and to report their findings to the City Council 90 days prior to the termination of this ordinance.

**SECTION 3. CONFLICTS.** The City Council expressly intends that the sign regulation provisions of the City of Brooksville Code of Ordinances, Chapter 125, shall remain in effect except to the extent allowed by this ordinance, through the termination of this ordinance as set forth in Section 5.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

**SECTION 5. TERMINATION DATE.** This ordinance shall sunset one year from its effective date and the program shall terminate one year from the effective date of this ordinance unless an ordinance is adopted extending the program.

**CITY OF BROOKSVILLE**

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

By: s/Frankie Burnett  
Frankie Burnett, Mayor

PASSED on First Reading July 18, 2011

NOTICE Published on July 22, 2011 & September 9, 2011

PASSED on Second & Final Reading September 19, 2011

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

s/Jennifer C. Rey  
Thomas S. Hogan, The Hogan Law Firm, LLC  
City Attorney

VOTE OF COUNCIL:

Bernardini	<u>Absent</u>
Bradburn	<u>AYE</u>
Burnett	<u>AYE</u>
Hohn	<u>AYE</u>
Johnston	<u>NAY</u>

**CORRESPONDENCE-TO-NOTE**  
**REGULAR COUNCIL MEETING – October 1, 2012**

1.    **TYPE:**                    Program and Check  
      **DATED:**                August 7, 2012  
      **RECEIVED FROM:**    Hernando County Arts Council  
      **ADDRESSED TO:**     N/A  
      **SUBJECT:**             Official Opening and 2012 Grant Awards
  
2.    **TYPE:**                    Letter  
      **DATED:**                August 17, 2012  
      **RECEIVED FROM:**    Florida Department of Management Services  
      **ADDRESSED TO:**     Mayor  
      **SUBJECT:**             2011 Premium Tax Distribution Firefighters' Retirement Trust Fund
  
3.    **TYPE:**                    Letter  
      **DATED:**                August 20, 2012  
      **RECEIVED FROM:**    Florida Department of Management Services  
      **ADDRESSED TO:**     Mayor  
      **SUBJECT:**             2011 Premium Tax Distribution Police Officers' Retirement Trust Fund
  
4.    **TYPE:**                    Certificate of No Appeal  
      **DATED:**                August 31, 2012  
      **RECEIVED FROM:**    Clerk of the Circuit Court  
      **ADDRESSED TO:**     City of Brooksville  
      **SUBJECT:**             Final Judgment on Fire Assessment Revenue Note
  
5.    **TYPE:**                    Letter  
      **DATED:**                September 5, 2012  
      **RECEIVED FROM:**    Board of County Commissioners  
      **ADDRESSED TO:**     City Manager  
      **SUBJECT:**             Mosquito Control for City of Brooksville
  
6.    **TYPE:**                    Letter  
      **DATED:**                September 14, 2012  
      **RECEIVED FROM:**    Community Development Director & Public Works Director  
      **ADDRESSED TO:**     City Manager  
      **SUBJECT:**             City of Brooksville CDBG Update

Arts Council Gallery  
Featured Artist, August 2012  
Michael Nicholson, MFA



Conjuring  
Oil on Canvas  
\$200.00

These programs and grants are made possible in part from

the



Florida, State of the Arts License Plate Program

You and your friends can give back to the community by participating in this program. All proceeds come back to the Arts of Hernando County.

The  
**Hernando County**  
*Arts Council*

*Official Opening*  
*And 2012 Grant Awards*

*August 7 - 9, 2012*

*7468 Horse Lake Road*

*Brooksville, Florida*



*OTM  
10-1-12  
referred to  
Arts Council*



*Annual Grant Winners for 2012*

Hernando County Schools Art program at Art in the Park \$600.00.

Spring Hill Art League \$400.00

Kids Helping Kids \$600.00.

Hernando Jazz Society \$400.00.

Chocachatti Elementary School for their musical theatre presentation \$500.00.

Hernando Youth Orchestra \$500.00.

Brooksville Library art program \$400.00.

NAMI art program \$400.00.

City Hall Art Gallery \$400.00

In house, Gallery \$300.00

Hernando County Cattleman's Association \$500.00

Roger Carlton Sherman, Chairman

Jerry Cowling, Vice Chairman

Anne Buckingham, Secretary

Mary Moses, Treasurer

Kim Bryant

Deborah Dollar

Michael Goldman

Don Moses

Paul Shashkan

*Volunteer Executive Director*

Jan Knowles

The Arts Council was mandated by the State of Florida and established by the Hernando County Board of Commissioners. It receives no funding from the County and its administration is funded solely by contributions from the public and proceeds from events, primarily the very popular Art in the Park , nearing its 30<sup>th</sup> year!

Want to become a member of the Council or its Advisory Committee? Check the website for applications and more information.

We maintain an excellent website at [www.hernandoarts.org](http://www.hernandoarts.org) where all arts and cultural organizations are listed and future events noted. Visit the site and note the "Friends of the Arts" section which lists the many local businesses and individuals who support the Arts Council through contributions of cash, goods and services.

*August Special Events*

*Tuesday, August 7<sup>th</sup>, at Noon*

Ribbon Cutting in cooperation with the

Chamber of Commerce

*Music by Jack Lovelace on the Keyboard*

*Thursday, August 9<sup>th</sup>, at 5.30pm*

Meeting of the Council, Awarding of Annual Grants

6.30pm, Reception for Members and Friends

*Music by Gerald Pearson on the Guitar*

The **Hernando County**  
Arts Council

August 9, 2012

Pay to the Order of Brooksville City Fall Gallery

Four Hundred \$ 400.00

2012 Grant for the Arts

Presentation Check Non Negotiable

*[Signature]*



RICK SCOTT  
Governor

DEPARTMENT OF MANAGEMENT  
**SERVICES**

CRAIG J. NICHOLS  
Secretary

August 17, 2012

The Honorable Frankie Burnett, Mayor  
City of Brooksville  
201 Howell Ave.  
Brooksville, FL 34601-2042

Re: **2011 Premium Tax Distribution**  
**Brooksville Firefighters' Retirement Trust Fund**

Dear Mayor Burnett:

The enclosed state warrant in the amount of \$52,910.31 constitutes the revenue due your city under Chapter 175, Florida Statutes, for calendar year 2011. This warrant is to be deposited into the appropriate Firefighters' Retirement Trust Fund immediately, and under no circumstances more than five days after receipt as provided in §175.131, Florida Statutes.

Please acknowledge your receipt and deposit of this revenue by signing this letter and sending a copy to our office at the following address:

Municipal Police Officers' and Firefighters'  
Retirement Trust Funds Office  
Division of Retirement  
Post Office Box 3010  
Tallahassee, Florida 32315-3010

Sincerely,

Patricia F. Shoemaker  
Benefits Administrator  
Division of Retirement

Enclosure

Copy: Chairman, Firefighters' Retirement Fund

Please direct all correspondence to:

Division of Retirement  
Municipal Police Officers' & Firefighters' Trust Funds' Office  
PO Box 3010  
Tallahassee, Florida 32315-3010  
Toll Free: 877.738.6737 / Tel: 850.922.0667 / Fax: 850.921.2161

[www.frs.MyFlorida.com](http://www.frs.MyFlorida.com)

*CTN*  
*10-1-12*  
*cc: Chief Tim Massengale*  
*JW/rd*



08-11-12 10:51:00 AM

RICK SCOTT  
Governor

DEPARTMENT OF MANAGEMENT  
**SERVICES**

CRAIG J. NICHOLS  
Secretary

August 20, 2012

The Honorable Frankie Burnett, Mayor  
City of Brooksville  
201 Howell Ave.  
Brooksville, FL 34601-2042

Re: **2011 Premium Tax Distribution**  
**Brooksville Police Officers' Retirement Trust Fund**

Dear Mayor Burnett:

The enclosed state warrant in the amount of \$102,275.78 constitutes the revenue due your city under Chapter 185, Florida Statutes, for calendar year 2011. This warrant is to be deposited into the appropriate Police Officers' Retirement Trust Fund immediately, and under no circumstances more than five days after receipt as provided in §185.11, Florida Statutes.

Please acknowledge your receipt and deposit of this revenue by signing this letter and sending a copy to our office at the following address:

Municipal Police Officers' and Firefighters'  
Retirement Trust Funds Office  
Division of Retirement  
Post Office Box 3010  
Tallahassee, Florida 32315-3010

Sincerely,

*Patricia F. Shoemaker*

Patricia F. Shoemaker  
Benefits Administrator  
Division of Retirement

Enclosure

Copy: Chairman, Police Officers' Retirement Fund

Please direct all correspondence to:

Division of Retirement  
Municipal Police Officers' & Firefighters' Trust Funds' Office  
PO Box 3010  
Tallahassee, Florida 32315-3010  
Toll Free: 877.738.6737 / Tel: 850.922.0667 / Fax: 850.921.2161

[www.frs.MyFlorida.com](http://www.frs.MyFlorida.com)

CTM  
10-1-12  
cc: Chief George Turner  
J. Walker

CITY OF BROOKSVILLE, a municipal corporation of the State of Florida,

Plaintiff,

vs.

STATE OF FLORIDA, and the Taxpayers, Property Owners and citizens of the City of Brooksville, Florida, including non-residents owning property or subject to taxation therein, and others claiming any right, title or interest in property to be affected by the issuance of the Note herein described or to be affected in any way thereby,

Defendants.

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR HERNANDO COUNTY, FLORIDA, GENERAL CIVIL DIVISION

CASE NO.: CA-12-2037

VALIDATION OF THE CITY OF BROOKSVILLE, FLORIDA FIRE SERVICE ASSESSMENT REVENUE NOTE, SERIES 2012, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$435,000

FILED FOR RECORD  
KAREN NICOLAI, CLERK  
HERNANDO COUNTY, FL.  
2012 AUG 31 AM 9:14

CERTIFICATE OF NO APPEAL

STATE OF FLORIDA:  
COUNTY OF HERNANDO:

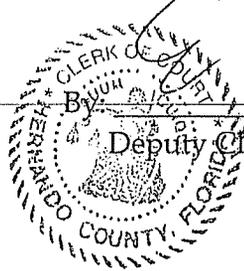
I, Karen Nicolai, hereby certify that I am the duly elected, qualified, and acting Clerk of the Circuit Court in and for Hernando County, Florida.

I further certify that a Final Judgment was rendered in the above-styled cause on July 30, 2012, validating issuance by the Plaintiff of its City of Brooksville, Florida Fire Service Assessment Revenue Note, Series 2012, in a principal amount not to exceed \$435,000, that more than thirty (30) days have elapsed since entry of the Final Judgment, that no appeal of the Final Judgment has been filed and that the validity of the Final Judgment has not been called into question by any proceedings in this Court.

CTN  
10-1-12  
[Signature]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Brooksville, Hernando County, Florida, this 5 day of Sept. 2012.

KAREN NICOLAI, CLERK  
CIRCUIT COURT IN AND FOR  
HERNANDO COUNTY, FLORIDA

 By: E. Markides  
Deputy Clerk

CERTIFIED TO BE A TRUE COPY  
KAREN NICOLAI  
CLERK OF THE CIRCUIT COURT



BY: E. Markides D.C.

THIS 5 DAY OF Sept. A.D. 2012

# Board of County Commissioners

Hernando County



## Water & Sewer District Governing Board UTILITIES DEPARTMENT

September 5, 2012

21030 Cortez Boulevard  
Brooksville, Florida 34601  
TELEPHONE: (352) 754-4037  
FAX: (352) 754-4485  
www.hernandocounty.us/utills

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

Re: Mosquito Control for City of Brooksville

Dear Ms. Norman-Vacha:

Attached is Hernando County Utilities Department's Invoice Number UTY2012-34 dated 09/01/12, for Mosquito Control services that were provided to the City of Brooksville for the period from October, 2011 through July, 2012. Also attached is a report which shows the detail of the site visits and the work performed.

Please respond by 09/30/12 with a check for payment in the amount of \$30,656.15.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Goebel-Canning".

Susan Goebel-Canning, Director  
Hernando County Utilities Department

Attachment

cc: Amy Gillis, HC Clerk of Circuit Court, Finance Director  
Jesse Goodwin, HCUD, Assistant Director  
Grace Sheppard, HCUD, Finance Manager  
Richard Radacky, City of Brooksville, Public Works Director

CTN  
10-1-12  
J.W.  
cc: Public Utilities District



**MOSQUITO CONTROL SERVICES PROVIDED TO THE CITY OF BROOKSVILLE**  
 October 1, 2011 - July 31, 2012

DATE	LOCATION	WORK ORDER #	SERVICE PROVIDED	SITE VISIT FEE	COST OF CHEMICALS	OTHER COST	TOTAL
June 4, 2012 - July 31, 2012	MILDRED AVE / SENTINEL CHICKEN COOP	142724	COOP MAINTENANCE / SAMPLE COLLECTIONS	\$ 1,110.00			\$ 1,110.00
June 4, 2012 - July 31, 2012	DOVE LN / TRAP	142739	TRAP AND IDENTIFY MOSQUITOES	\$ 2,660.00			\$ 2,660.00
January 23, 2012 - July 31, 2012	MILDRED AVE / TRAP	142741	TRAP AND IDENTIFY MOSQUITOES	\$ 855.00			\$ 855.00
December 9, 2011	MANECKE RD	125006	ICKUP 8 TIRES, LANDDD FULL \$15	\$ 26.25		\$ 15.00	\$ 41.25
December 22, 2011	HARRY	125837	SERVICE CALLOUT	\$ 45.00			\$ 45.00
January 5, 2012	EARLY ST, LEMON ST, GARLAND ST, BAILEY ST, AND HENORICKS AVE	126340	REMOVE TIRES (34) ONE HOUR, PLUS VEHICLE FEE, LANDFILL FEE \$40	\$ 16.25	\$ 35.00	\$ 40.00	\$ 91.25
February 1, 2012	BROOKSVILLE CITY HALL	128435	TREATED CATCH BASINS WITH NATULA	\$ 70.00	\$ 18.20		\$ 88.20
February 1, 2012	PONCE DE LEON BLVD	128433	TREATED CATCH BASINS WITH NATULA	\$ 70.00	\$ 18.20		\$ 88.20
February 1, 2012	LEMOR DR	128431	TREATED CATCH BASINS WITH NATULA	\$ 70.00	\$ 18.20		\$ 88.20
February 1, 2012	PONCE DE LEON BLVD	128424	TREATED CATCH BASINS WITH NATULA	\$ 70.00	\$ 18.20		\$ 88.20
February 2, 2012	RAILROAD ST	129701	TIRE REMOVAL- 1/4 HOUR LABOR AND VEH FEE	\$ 16.25	\$ 35.00	\$ 10.00	\$ 61.25

MOSQUITO CONTROL SERVICES PROVIDED TO THE CITY OF BROOKSVILLE  
October 1, 2011 - July 31, 2012

DATE	LOCATION	WORK ORDER #	SERVICE PROVIDED	SITE VISIT FEE	COST OF CHEMICALS	OTHER COST	TOTAL
February 3, 2012	LIBERTY ST EAST	129705	FISH REPLACEMENT IN DITCHES	\$ 60.00			\$ 60.00
February 7, 2012	HILLSIDE CT	128920	TREATED DITCHES WITH NATULA	\$ 70.00	\$ 9.10		\$ 79.10
February 8, 2012	PRYOR ST	129176	TREATED DITCHES WITH NATULA	\$ 70.00	\$ 163.80		\$ 233.80
February 14, 2012	TOM VARN PARK	129192	TREATED DITCHES WITH NATULA	\$ 70.00	\$ 109.20		\$ 179.20
February 14, 2012	FT DADE AVE @ RR TRACKS	129685	TREATED DITCHES AND CATCH BASINS WITH NATULA	\$ 70.00	\$ 43.25		\$ 113.25
February 14, 2012	VETERANS AVE CITY FIRE RESCUE	130561	TREATED CATCH BASINS WITH NATULA	\$ 70.00	\$ 45.50		\$ 115.50
February 14, 2012	CADDLELIGHT BLVD, CADDLELIGHT APMT	130566	TREATED CATCH BASINS WITH NATULA	\$ 70.00	\$ 18.20		\$ 88.20
February 14, 2012	JEFFERSON ST (DPW)	130567	TREATED CATCH BASINS WITH NATULA	\$ 70.00	\$ 36.40		\$ 106.40
February 14, 2012	DOVE LN SOUTH END	130568	TREATED SWAMPS WITH ABP, AGNIQUE OIL AND FISH	\$ 70.00	\$ 131.37		\$ 201.37
February 15, 2012	JUNE AVE / CORNER OF JUNE AND 50 BYPASS	130569	TREATED DRA WITH 40 ALT XRS	\$ 70.00	\$ 149.50		\$ 219.50

MOSQUITO CONTROL SERVICES PROVIDED TO THE CITY OF BROOKSVILLE  
October 1, 2011 - July 31, 2012

DATE	LOCATION	WORK ORDER #	SERVICE PROVIDED	SITE VISIT FEE	COST OF CHEMICALS	OTHER COST	TOTAL
February 15, 2012	FT DADE AVE @ RR TRACKS	129695	FISH REPLACEMENT IN CREEK	\$ 60.00			\$ 60.00
February 15, 2012	WARD AVE	129697	FISH REPLACEMENT IN CREEK	\$ 60.00			\$ 60.00
February 15, 2012	PONCE DE LEON, SOUTH OF WARD AVE	129698	FISH REPLACEMENT IN CREEK	\$ 60.00			\$ 60.00
February 15, 2012	EAST ST	129699	FISH REPLACEMENT IN CREEK	\$ 60.00			\$ 60.00
February 15, 2012	FRIDY RD BEHIND HUDDLE HOUSE	129712	TREATED 2 DRA'S WITH BTI AND AGNIQUE	\$ 70.00	\$ 17.40		\$ 87.40
February 15, 2012	JUNE AVE	130569	TREATED DRA'S WITH ALTOSID XR	\$ 70.00	\$ 149.50		\$ 219.50
February 15, 2012	CVS PHARMACY ON TRUCK BYPASS	130570	TREATED DRA'S WITH ALT WSP AND VECTOLEX WSP	\$ 70.00	\$ 100.37		\$ 170.37
February 15, 2012	BEHIND HERNANDO COUNTY COMMUNITY BANK	130571	TREATED DRA'S WITH ALT XR AND VECTOLEX WSP	\$ 70.00	\$ 128.25		\$ 198.25
February 15, 2012	BROAD ST TRUCK RT TO VETERAN'S AVE (RESTAURANT ROW)	130572	TREATED 36 CATCH BASINS WITH NATULA	\$ 70.00	\$ 327.60		\$ 397.60
February 15, 2012	ARBY'S ON BROAD ST	130573	TREATED DRA'S WITH 8 ALT XR AND 1 OZ AGNIQUE OIL	\$ 70.00	\$ 30.26		\$ 100.26

MOSQUITO CONTROL SERVICES PROVIDED TO THE CITY OF BROOKSVILLE  
October 1, 2011 - July 31, 2012

DATE	LOCATION	WORK ORDER #	SERVICE PROVIDED	SITE VISIT FEE	COST OF CHEMICALS	OTHER COST	TOTAL
February 15, 2012	CHEVRON STATION, BROAD ST	130595	TREATED CB/DRA WITH XR'S	\$ 70.00	\$ 74.75		\$ 144.75
February 15, 2012	BUCK HOPE RD @ TRUCK ROUTE	130596	TREATED CB WITH XR	\$ 70.00	\$ 7.47		\$ 77.47
February 15, 2012	ACROSS FROM 800 DARBY LN	130806	TREATED 50 SWAMPS WITH ALT WSPS AND 40 VECTLX WSPS	\$ 70.00	\$ 91.00		\$ 161.00
February 23, 2012	JERICHO MINISTRIES, HOWELL AVE	130808	TREATED CULVERTS AND DITCHES WITH 35 XR'S	\$ 70.00	\$ 130.81		\$ 200.81
February 23, 2012	SHADOW LN	130609	TREATED DRAINAGE DITCH WITH 31 XR'S	\$ 70.00	\$ 115.86		\$ 185.86
February 24, 2012	JEFFERSON ST	130810	TREATED DRA WITH 120 VECTLX WSP	\$ 70.00	\$ 165.50		\$ 235.50
February 24, 2012	EMERALD SPRINGS WAY	130811	TREATED DRS WITH 20 XR'S	\$ 70.00	\$ 74.75		\$ 144.75
February 24, 2012	HICKORY ST	130818	TREATED CULVERTS AND DITCHES WITH 12 NATULA	\$ 70.00	\$ 54.60		\$ 124.60
February 24, 2012	C ST	130514	TREATED DITCHES WIT NATULA & AGNIQUE OIL	\$ 70.00	\$ 182.40		\$ 252.40
February 28, 2012	JEFFERSON ST 1126	132215	REPLACE FISH IN DITCH	\$ 60.00			\$ 60.00

MOSQUITO CONTROL SERVICES PROVIDED TO THE CITY OF BROOKSVILLE  
October 1, 2011 - July 31, 2012

DATE	LOCATION	WORK ORDER #	SERVICE PROVIDED	SITE VISIT FEE	COST OF CHEMICALS	OTHER COST	TOTAL
February 28, 2012	JEFFERSON ST 920	132216	REPLACE FISH IN DITCH	\$ 60.00			\$ 60.00
February 28, 2012	SHAYNE ST @BLK BLVD	132244	TREATED DRAIN DITCHE AND CULVERT 10 NATULA	\$ 70.00	\$ 45.50		\$ 115.50
February 29, 2012	ASMARA ST	132254	FISH PLACEMENT IN DRAINAGE DITCH	\$ 60.00			\$ 60.00
February 29, 2012	ACL ST	132252	TREATED SINKHOLE WITH ONE NATULA	\$ 70.00	\$ 4.55		\$ 74.55
March 1, 2012	VETERANS AVE NEAR FRIDY RD	130562	TREATED CATCH BASINS WITH NATULA	\$ 70.00	\$ 18.20		\$ 88.20
March 1, 2012	JEROME BROWN PARK	130565	TREATED DRA WITH ONE # ABATE, 17 OZ AG OIL, AND 20 BTI	\$ 70.00	\$ 40.36		\$ 110.36
March 15, 2012	PONCE DE LEON, SOUTH OF WARD AVE	132255	FISH REPLACEMENT IN DITCHS	\$ 60.00			\$ 60.00
March 20, 2012	CANDLELIGHT BLVD 1294	132400	TREATED CONTAINERS WITH ONE OZ AGL AND THREE ALTW	\$ 70.00	\$ 3.18		\$ 73.18
March 20, 2012	PRYOR ST 235	132401	TREATED ORNAMENTAL POND WITH TWO NATULA	\$ 70.00	\$ 9.10		\$ 79.10
March 27, 2012	ZOLLER ST AND NORTH AVE (CHURCH)	132739	TREATED DRA WITH 60 NATULA	\$ 70.00	\$ 273.00		\$ 343.00

MOSQUITO CONTROL SERVICES PROVIDED TO THE CITY OF BROOKSVILLE  
October 1, 2011 - July 31, 2012

DATE	LOCATION	WORK ORDER #	SERVICE PROVIDED	SITE VISIT FEE	COST OF CHEMICALS	OTHER COST	TOTAL
March 27, 2012	PRYOR AND LEMON ST	132740	TREATED CATCH BASINS WITH 42 NATULA	\$ 70.00	\$ 191.10		\$ 261.10
March 29, 2012	LAKESIDE DR	133560	TREATED CANAL AND DITCH FOR WEEDS WITH 32 OZ KNOCKOUT, 128 OZ ACCORD, AND 32 KENETIC (TWO TECHS)	\$ 70.00	\$ 122.43		\$ 192.43
April 24, 2012	CORTEZ BLVD (19101)	137093	FISH PLACEMENT IN DRA	\$ 60.00			\$ 60.00
April 24, 2012	EMERALD SPRINGS WAY	137094	FISH PLACEMENT IN DRA	\$ 60.00			\$ 60.00
April 24, 2012	COBB RD (WATER TREATMENT PLANT)	137096	TREATED DRA WITH AG OIL, ALT WSPS AND VECTOLEX WSPS	\$ 70.00	\$ 240.74		\$ 310.74
April 25, 2012	CORTEZ BLVD (POST OFFICE ON TRUCK ROUTE)	137100	FISH PLACEMENT IN DRA	\$ 60.00			\$ 60.00
April 25, 2012	TOM VARN PARK	137101	TREATED DITCH AND DRA'S WITH 4 OZ AGNIQUE OIL AND 10 LB ALTOSID PELT	\$ 70.00	\$ 170.58		\$ 240.58
April 26, 2012	BROAD ST(ARBY'S)	137102	TREATED DRA'S WITH ONE OZ AGNIQUE OIL, 25 ALTOSID WSP AND 20 BECTOLEX	\$ 70.00	\$ 50.55		\$ 120.55
April 26, 2012	BROAD ST (HEDDLE HOUSE)	137103	TREATED DRA'S WITH ONE OZ AG OIL, 50 ALT WSPS AND 40 VECTOLEX	\$ 70.00	\$ 91.36		\$ 161.36
April 26, 2012	MARIANNE ST 321	137104	TREATED LOADING DOCK WITH .5 LB ALTOSID PELT	\$ 70.00	\$ 8.61		\$ 78.61

MOSQUITO CONTROL SERVICES PROVIDED TO THE CITY OF BROOKSVILLE  
 October 1, 2011 - July 31, 2012

DATE	LOCATION	WORK ORDER #	SERVICE PROVIDED	SITE VISIT FEE	COST OF CHEMICALS	OTHER COST	TOTAL
April 30, 2012	MAIN ST (OLD HEALTH DEPT)	137108	TREATED DRA'S WITH TWO LB ABATE PLT, FOUR NATULA, AND TWO OZ AG OIL	\$ 70.00	\$ 52.99		\$ 122.99
April 30, 2012	BROAD ST (ENTRANCE TO OLD FIRESIDE INN)	137110	TREATED DITCH WITH ONE OZ AG OIL AND 20 VECTOLEX WSPS	\$ 70.00	\$ 27.11		\$ 97.11
May 1, 2012	ERIN WAY 602	137111	TREATED DITCH WITH .5 LB ABATE PELLET	\$ 70.00	\$ 8.61		\$ 78.61
May 1, 2012	BROAD ST 720	137112	TREATED CBS WITH FOUR NATULA	\$ 70.00	\$ 18.20		\$ 88.20
May 1, 2012	BENTON @ VETERANS AVE	137113	TREATED CATCH BASINS WITH 7 VECTOLEX WSP	\$ 70.00	\$ 9.36		\$ 79.36
May 1, 2012	SHARON ST 401	137114	PLACED FISH AND TREATED WITH AGNIQUE OIL (4 OZ) AND 4 NATULA	\$ 70.00	\$ 19.65		\$ 89.65
May 3, 2012	RR TRACKS BW FT DADE AND PONCE DE LEON	137119	TREATED DITCH WITH AG OIL	\$ 70.00	\$ 3.26		\$ 73.26
May 9, 2012	BROAD ST AT CHECKERS, OLD HOSPITAL, W JEFFERSON ST	137120	TREATED WEEDS WITH 150 OZ ACCORD, 32 OZ KNOCKOUT, AND 128 OZ DLZ (TWO TECHS)	\$ 70.00	\$ 147.87		\$ 217.87
May 10, 2012	JEROME BROWN PARK	137122	HERBICIDE DRA FOR CATTAILS WITH 150 OZ ACCORD, 32 OZ KNOCKOUT AND 126 OZ DLZ	\$ 70.00	\$ 147.87		\$ 217.87
May 17, 2012	NATELLE AVE	137087	TREATED NEIGHBORS BROMELIADS WITH 4 OZ PRESTRIKE	\$ 70.00			\$ 70.00

MOSQUITO CONTROL SERVICES PROVIDED TO THE CITY OF BROOKSVILLE  
 October 1, 2011 - July 31, 2012

DATE	LOCATION	WORK ORDER #	SERVICE PROVIDED	SITE VISIT FEE	COST OF CHEMICALS	OTHER COST	TOTAL
May 17, 2012	RUSSELL; ST PARK	137126	TREATED CREEK WITH 4 OZ AG OIL	\$ 70.00	\$ 1.45		\$ 71.45
May 17, 2012	MAIN ST (OLD HEALTH DEPT)	137127	TREATED DRA'S WITH 40 BTI DONUTS	\$ 70.00	\$ 34.00		\$ 104.00
May 18, 2012	FORT DADE @ COBB RD	137498	TREATED DITCH WITH ONE OZ AG OIL	\$ 70.00	\$ 0.36		\$ 70.36
May 18, 2012	VILLAGE DR	137499	TREATED DITCH AND BROMELLADS WITH ONE OZ AG OIL AND 4 OZ PRESTRICK	\$ 70.00	\$ 4.11		\$ 74.11
May 18, 2012	DARBY AND CADLELIGHT BLVD	137500	TREATED DITCH WITH 4 OZ AG OIL	\$ 70.00	\$ 1.45		\$ 71.45
May 18, 2012	ERIN WAY 602	137501	TREATED DITCH WITH ONE OZ AG OIL	\$ 70.00	\$ 0.36		\$ 70.36
May 18, 2012	EAST ST @FORT DADE AVE	138.32	TREATED DITCH WITH ONE OZ OIL	\$ 70.00	\$ 0.36		\$ 70.36
May 22, 2012	JEFFERSON 1525 (DPW)	137502	TREATED WEEDS WITH 12 OZ SONAR	\$ 70.00	\$ 199.05		\$ 269.05
May 25, 2012	JEROME BROWN PARK	137099	TREATED DRA'S AND CATCH BASINS WITH 150 ALTOSID WSP 12 LB ALTOSIDE PELLETS, 160 BECTOLEX WSP, AND 200 BTI DONUTS	\$ 70.00	\$ 731.54		\$ 801.54

MOSQUITO CONTROL SERVICES PROVIDED TO THE CITY OF BROOKSVILLE  
October 1, 2011 - July 31, 2012

DATE	LOCATION	WORK ORDER #	SERVICE PROVIDED	SITE VISIT FEE	COST OF CHEMICALS	OTHER COST	TOTAL
May 30, 2012	PALM AVE (END OF STREET)	138394	PLACED FISH AND TREATED WITH AGNIQUE OIL (4 OZ)	\$ 70.00	\$ 1.45	\$ -	\$ 71.45
June 12, 2012	DUKE ST - ACL ST - MARIANNE ST - COBB RD	139454	FISH PLACEMENT IN DITCHES AND SWAMP	\$ 60.00			\$ 60.00
July 25, 2012	ZOLLER ST 218	142628	TREATED BROMELIADS, TIRES, AND CULVERT W TWO OZ AG OIL AND SIX VACTOMAX	\$ 70.00	\$ 5.82		\$ 75.82
July 3, 2012	JEFFERSON ST, VETERANS AVE, FRIDY ST, DESOTO ST, HARVARD ST, AND FT DADE AVE	141034	TREATED DITCH W 64 OZ VECB AND 16 OZ ALTL	\$ 70.00	\$ 158.20		\$ 228.20
July 16, 2012	HOWELL AVE	141631	REPLACE FISH IN SWAMP	\$ 60.00			\$ 60.00
July 2, 2012	HWY 50, POST OFFICE,	141642	REPLACE FISH	\$ 60.00			\$ 60.00
July 20, 2012	MURPHY DR	142071	REPLACE FISH AND TREATED SWAMP W 37 OZ AG OIL, 40 VECTOMAX WSP AND 120 BTI DONUTS	\$ 70.00	\$ 201.44		\$ 271.44
July 28, 2012	SARDIS ST	142080	TREATED SWAMPS W 32 OZ AG OIL AND 100 BTI DONUTS	\$ 70.00	\$ 92.50		\$ 162.50
July 28, 2012	ZOLLER ST	142628	TREATED CULVERTS AND TIRES AND BROMELIADS W AG OIL AND BTI BONUTS	\$ 70.00	\$ 5.80		\$ 75.80
July 25, 2012	ZOLLER ST	142628	TREATED BROMELIADS, TIRES, AND CULVERT W TWO OZ AG OIL AND SIX VACTOMAX	\$ 70.00	\$ 5.80		\$ 75.80

**MOSQUITO CONTROL SERVICES PROVIDED TO THE CITY OF BROOKSVILLE**  
 October 1, 2011 - July 31, 2012

DATE	LOCATION	WORK ORDER #	SERVICE PROVIDED	DATES SPRAYED			TOTAL
				Labor Cost	Chemical Cost	Vehicle	
July 10, 2012	SARDIS ST	142080	TREATED PONDS W 32 OZ ALT LIQUID AND 100 BTI DONUTS	\$ 70.00	\$ 321.40	\$	\$ 391.40
NIGHT SPRAYING							
October 10, 2011	B3, SOUTH OF JEFFERSON ST TO BYPASS	127194	Spray with Kontrol	\$ 120.00	\$ 233.43	\$ 35.00	\$ 388.43
November 8/9, 2011	B3, SOUTH OF JEFFERSON ST TO BYPASS	127194	Spray with Kontrol	\$ 120.00	\$ 294.42	\$ 35.00	\$ 449.42
November 21, 2011	B3, SOUTH OF JEFFERSON ST TO BYPASS	127194	Spray with Kontrol	\$ 120.00	\$ 198.00	\$ 35.00	\$ 353.00
June 18, 2012	B3, SOUTH OF JEFFERSON ST TO BYPASS	127194	Spray with Kontrol	\$ 120.00	\$ 156.98	\$ 35.00	\$ 311.98
July 5, 2012	B3, SOUTH OF JEFFERSON ST TO BYPASS	127194	Spray with Kontrol	\$ 120.00	\$ 130.25	\$ 35.00	\$ 285.25
July 27, 2012	B3, SOUTH OF JEFFERSON ST TO BYPASS	127194	Spray with Duet	\$ 120.00	\$ 1,084.58	\$ 35.00	\$ 1,239.58
July 30, 2012	B3, SOUTH OF JEFFERSON ST TO BYPASS	127194	Spray with Duet	\$ 120.00	\$ 1,224.77	\$ 35.00	\$ 1,379.77
October 4, 2011	B2, NORTH OF JEFFERSON ST INCLUDING ALL PROPERTY WITHIN CITY LIMITS	127194	Spray with Duet	\$ 120.00	\$ 1,343.41	\$ 35.00	\$ 1,498.41
October 10, 2011	B2, NORTH OF JEFFERSON ST INCLUDING ALL PROPERTY WITHIN CITY LIMITS	127194	spray with Duet	\$ 120.00	\$ 924.27	\$ 35.00	\$ 1,079.27

MOSQUITO CONTROL SERVICES PROVIDED TO THE CITY OF BROOKSVILLE  
October 1, 2011 - July 31, 2012

DATE	LOCATION	WORK ORDER #	SERVICE PROVIDED	SITE VISIT FEE	COST OF CHEMICALS	OTHER COST	TOTAL
November 8, 2011	B2, NORTH OF JEFFERSON ST INCLUDING ALL PROPERTY WITHIN CITY LIMITS	127194	Spray with Kontrol	\$ 120.00	\$ 230.78	\$ 35.00	\$ 385.78
November 21, 2011	B2, NORTH OF JEFFERSON ST INCLUDING ALL PROPERTY WITHIN CITY LIMITS	127194	Spray with Kontrol	\$ 120.00	\$ 185.80	\$ 35.00	\$ 340.80
June 21, 2012	B2, NORTH OF JEFFERSON ST INCLUDING ALL PROPERTY WITHIN CITY LIMITS	127194	Spray with Kontrol	\$ 120.00	\$ 144.32	\$ 35.00	\$ 299.32
July 3, 2012	B2, NORTH OF JEFFERSON ST INCLUDING ALL PROPERTY WITHIN CITY LIMITS	127194	Spray with Kontrol	\$ 120.00	\$ 186.25	\$ 35.00	\$ 341.25
July 12/13, 2012	B2, NORTH OF JEFFERSON ST INCLUDING ALL PROPERTY WITHIN CITY LIMITS	127194	Spray with Kontrol	\$ 120.00	\$ 389.09	\$ 35.00	\$ 544.09
July 19, 2012	B2, NORTH OF JEFFERSON ST INCLUDING ALL PROPERTY WITHIN CITY LIMITS	127194	Spry with Kontrol	\$ 120.00	\$ 221.41	\$ 35.00	\$ 376.41
July 26, 2012	B2, NORTH OF JEFFERSON ST INCLUDING ALL PROPERTY WITHIN CITY LIMITS	127194	Spray with Duet	\$ 120.00	\$ 1,227.83	\$ 35.00	\$ 1,382.83
October 6, 2011	D1, INCLUDING ALL THE PROPERTY TAXED BY THE CITY	127196	Spray with Duet	\$ 90.00	\$ 823.16	\$ 35.00	\$ 948.16
October 11, 2011	D1, INCLUDING ALL THE PROPERTY TAXED BY THE CITY	127196	Spray with Duet	\$ 90.00	\$ 723.02	\$ 35.00	\$ 848.02
October 21, 2011	D1, INCLUDING ALL THE PROPERTY TAXED BY THE CITY	127196	Spray with Kontrol	\$ 90.00	\$ 151.73	\$ 35.00	\$ 276.73



From: Kristine Scarangella  
Sent: Wednesday, August 22, 2012 3:14 PM  
To: Grace Sheppard; Rose Haines  
Cc: Jesse Goodwin  
Subject: COB RATE SCHEDULE

## MOSQUITO CONTROL SERVICES RATE SCHEDULE

Mosquito Service Callout (per visit) \$ 45.00

Respond to callout services by residents: including talking to customer about problem, inspecting the area, eliminating breeding sources (such as containers) if possible, and educating the resident on how to prevent mosquito breeding and how to protect them from mosquito and mosquito-borne disease attacks

Inspection (per site/visit) \$ 45.00

Inspect the concerned areas and identify mosquito problems. Some sites have been identified by staff as sources and need periodical follow-up inspections

Mosquito Fish Release (per site/visit) \$ 60.00

Release mosquito fish into permanent or semi-permanent standing water to take care of mosquitoes for a season long

Chemical Treatment (per site/visit) \$ 70.00

Treat mosquito breeding in field including DRAs, swamps, ditches, sewage tanks

Treat Aquatic Plant (fees listed below are per site/visit)

To treat cattails and other aquatic vegetation that harbor mosquitoes in DRA's, ponds, ditches, swamps, etc.

Mobilization (per vehicle) \$ 35.00

Labor (per hour) \$ 30.00

Chemicals (current purchase cost) \$ TBD

Remove Waste Tires

Remove waste tires from City property and residency if not more than seven (7) tires per household

Mobilization (per vehicle) \$ 35.00

Labor (per hour) \$ 30.00

Landfill Fee (per ton) \$ TBD

Trapping

Trapping and identifying mosquitoes (per trap) \$ 95.00

Sentinel Chickens

Using chickens to monitor mosquito-borne viruses (per coop) \$ 185.00

Night Spraying

Rate is based upon completion of the following routes utilizing (1) truck, (1) driver and the chemical Kontrol  
\$ 1,377.50

1. South of Jefferson St. to Truck Bypass (4 hours)
2. North of Jefferson St. including all property within City limits (4 hours)
3. Outside of Truck Bypass including all property taxed by the City (3 hours)

Vehicle / Labor:

Mobilization (per truck/per hour)	\$ 35.00
Labor (per hour)	\$ 30.00

Chemicals:

Kontrol 4-4 (per gallon) 3.0 gal avg per hour	\$ 22.50
Duet (per gallon)* 2.0 gal avg per hour	\$ 166.75

*\* Duet is only used to overcome resistance of mosquitoes to Kontrol or where/when a mosquito-borne virus appears.*

Please note that additional services not listed above will be charged at the hourly rate of \$30.00/labor and \$35.00/vehicle and materials will be charged at actual cost + 25% overhead. Additional costs for administrative fees may be incurred and will be determined when necessary.

*Kristine Scarangella  
Administrative Support Supervisor  
Water and Sewer Operations  
352-754-4817*



## MEMORANDUM

**TO:** T. JENNENE NORMAN-VACHA, CITY MANAGER

**FROM:** BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR *BG*  
RICHARD RADACKY, PUBLIC WORKS DIRECTOR *RR*

**SUBJECT:** CITY OF BROOKSVILLE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) UPDATE

**DATE:** September 14, 2012

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We are pleased to report that the water system improvements and upgrades for this project located south of the downtown central business district are nearing completion. Attached is notification from the Florida Department of Environmental Protection to authorize placing in service the completed water lines and fire hydrants. The following are the improvements that have been completed to date:

- Installed 5,359 linear feet of 8-inch water main to replace previously undersized lines to serve residents with potable water and provide adequate water pressure and volume for fire fighting and property protection.
- Installed 650 linear feet of 2-inch water main for providing potable water.
- Installed 11 new fire hydrants on new water main.
- Installed 13 new fire hydrants on existing city water main.
- Installed 47 new water service connections for existing customers.
- Replaced 27 driveway aprons.
- Repaved Railroad Place (838 linear feet) and ACL Street (725 linear feet).

This project is being funded by a \$750,000 Community Development Block Grant. At the conclusion of the improvements noted above, \$64,684 remained unencumbered from the grant funds. This allowed for the City to submit a budget amendment to the Department of Economic Opportunity (DEO) to include targeted unmet needs for sidewalks (that were part of the original application). The DEO has subsequently approved the budget amendment, allowing the City to use the previously unencumbered funds for building sidewalks as part of this project too.

Coastal Engineering & Associates, Inc., Engineer of Record for this project, is completing sidewalk design along the northern right-of-way of Dr. Martin Luther King, Jr., Boulevard from Ellington Avenue to Union Street for the ultimate completion of this grant project. Construction is anticipated to begin in October.

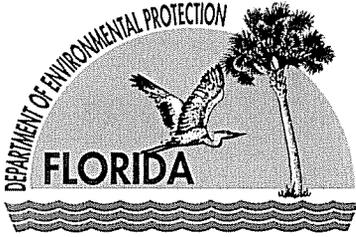
*CTM*  
*10-1-12*  
*cc: Finance Director*  
*J. Vacha*

The following table shows a summary of the current grant budget as amended to include the sidewalk work approved by the DEO:

ACCOUNT #	ACTIVITY	ORIGINAL GRANT BUDGET	AMOUNT ADD/SUBTRACT	AMENDMENT #1 CURRENT GRANT BUDGET
21A	Administration	\$50,000.00	-\$4,000.00	\$46,000.00
03J	Fire Hydrants	\$196,355.00	\$0.00	\$196,355.00
03J	Sidewalks	\$0.00	\$64,684.00	\$64,684.00
03J	Water Line Replacement	\$468,645.00	-\$56,272.00	\$412,373.00
03J	Engineering (Water Lines/FH)	\$35,000.00	-\$4,412.00	\$30,588.00
03L	Engineering (Sidewalks)	\$0.00	\$0.00	\$0.00
	<b>TOTAL</b>	<b>\$750,000.00</b>	<b>\$0.00</b>	<b>\$750,000.00</b>

Engineering and design work was completed by the City prior to submitting the grant application to make the City's application more competitive and increase the chances for being funded. The money for engineering and design was allocated from the Public Works Department, Water Division Budget.

**ATTACHMENT(S):** FDEP Notice authorizing placement of new water lines into service.



Florida Department of  
Environmental Protection  
Southwest District  
13051 North Telecom Parkway  
Temple Terrace, Florida 33637-0926

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard Jr.  
Secretary

September 10, 2012

Will Smith, Utilities Superintendent  
City of Brooksville  
600 S. Brooksville Avenue  
Brooksville, FL 34601  
[wsmith@ci.brooksville.fl.us](mailto:wsmith@ci.brooksville.fl.us)

Re: Final Clearance  
Project: Brooksville C.D.B.G. Project 2010  
FDEP Permit No.: 0022892-072-DSGP/02  
PWS ID No.: 627-2180  
County: Hernando

Dear Mr. Smith:

The Department has received your *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation* [FDEP Form 62-555.900(9)] and supporting documents for the above-referenced project. This project was approved for construction under the FDEP permit number identified above and completed with substantial deviations, as noted in FDEP Form 62-555.900(9).

The submitted documents indicate compliance with the clearance procedures identified in Rule 62-555.345, Florida Administrative Code. Therefore, the Department is issuing this letter of release to place the above-referenced water distribution system segment into service.

Please note that public water supply systems must comply with any changes and/or revisions to applicable laws and regulations, which affect operating procedures and/or quality standards.

If you have any questions or comments, please contact me at (813) 632-7600, extension 355, or at [serge.kiyali@dep.state.fl.us](mailto:serge.kiyali@dep.state.fl.us)

Sincerely,

Serge Kiyali, E.I.  
Engineering Specialist  
Water Facilities

cc: J. Alan Foley, P.E., Coastal Engineering Associates, Inc., [afoley@coastal-engineering.com](mailto:afoley@coastal-engineering.com)  
Richard Radacky, Public Works Director, City of Brooksville, [rradacky@ci.brooksville.fl.us](mailto:rradacky@ci.brooksville.fl.us)