

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

AGENDA

October 15, 2012

7:00 P.M.

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

1. “Florida City Government Week” Proclamation

Consideration of Proclamation declaring the week of October 21-27, 2012, as “Florida City Government Week” in conjunction with the Florida League of Cities’ sponsored annual statewide celebration of municipal government and its contributions to the quality of life of Floridians.

Presentation:	Mayor
Attachments:	Proclamation

- D. CITIZEN INPUT**
- E. CONSENT AGENDA**

1. Minutes

- a) July 2, 2012 Regular Meeting
- b) August 14, 2012 Budget Workshop
- c) August 20, 2012 Regular Meeting
- d) August 28, 2012 Budget Workshop
- e) September 12, 2012 First Public Hearing
- f) September 17, 2012 Regular Meeting

2. Withlacoochee Regional Planning Council (WRPC) Professional Services Agreement

Consideration of renewal of annual agreement with WRPC for professional/planning services on an as-needed basis for 1-year and authorize the Mayor to execute the agreement.

CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Minutes; 2) Memo from Director of Community Development dated 10/03/12, Agreement

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F. REGULAR AGENDA

1. U.S. EPA Cooperative Agreement

Consideration of acceptance of Cooperative Agreement for the grant award in the amount of \$400,000 for Brownfields Assessments.

Presentation: Director of Community Development
Recommendation: Approval of Agreement
Attachments: Memo from Director of Community Development dated 10/01/12, Agreement, E-mails & Hernando Today Article

2. Policy No. 3-2012 – Special Event Fee Waiver

Consideration of policy stating criteria and guidelines for allocation of fee waivers for activities.

Presentation: City Manager
Recommendation: Approval of Policy
Attachments: Memo from City Manager dated 10/07/12; Policy

3. Brooksville Cycling Classic Fee Waiver Request

Consideration of request for fee waiver in the amount of \$2,065 for the annual Brooksville Cycling Classic event scheduled for October 20, 2012.

Presentation: City Clerk
Recommendation: Approval of Waiver
Attachments: Memo from City Clerk dated 10/08/12; Street Closure Permit

G. CITIZEN INPUT

H. ITEMS BY COUNCIL

I. ADJOURNMENT

J. COMMUNITY REDEVELOPMENT AGENCY MEETING

CORRESPONDENCE TO NOTE

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

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

City of Brooksville

Proclamation

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents, administered for and by its citizens; and,

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and,

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and,

WHEREAS, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and,

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and,

WHEREAS, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement;

NOW, THEREFORE, WE THE UNDERSIGNED, AS CITY COUNCIL FOR AND ON BEHALF OF THE CITY OF BROOKSVILLE, DO HEREBY PROCLAIM, October 21st through October 27th

“Florida City Government Week”

and encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 15th 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
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601
MINUTES**

July 2, 2012

7:00 P.M.

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

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Parks & Recreation Month

Presentation and Proclamation recognizing July as Parks & Recreation month.

Mike Walker, Director of Parks, Facilities & Recreation reviewed the events being sponsored by the department, benefits to the residents and played a video of the department's accomplishments. Mayor Johnston read the proclamation in its entirety and presented it to Director Walker.

Dan Patrick advised he has been involved in the city's park system for many years and commented that Director Walker is doing a fine job.

Update on Tropical Storm Debby

Presentation by City staff to provide information and update on state of the City and response to Tropical Storm Debby.

Fire Chief Tim Mossgrove presented a PowerPoint regarding Tropical Storm Debby, reviewing call volume and more than thirty (30) rescues of people from flooded homes and vehicles. He advised the Fire and Police Departments took early precautions to prepare for its arrival, which included filling sand bags with the help of the Hernando County Jail. Further he advised the Department of Public Works was very busy as well, dealing with removal of downed trees. There was also erosion of the city's brick streets. They are now in the damage assessment phase.

Vice Mayor Bradburn commended the first responders for their efforts. She asked what lessons were learned in this storm. Chief Mossgrove advised knowing when to call in extra people and felt it to be an eye-opening experience for those living in low-lying areas. Vice Mayor Bradburn suggested finding better ways of getting information out about sandbag availability and road closures. City Manager Norman-Vacha advised they are working on that in conjunction with Hernando County and the Florida Highway Patrol.

Vice Mayor Bradburn suggested Mr. Titterington be involved in the assessment process. Chief Mossgrove advised there will be a project manager assigned to Hernando County by FEMA to work with the Department of Public Works on specific areas that need to be addressed.

REGULAR COUNCIL MEETING MINUTES – July 2, 2012

Mayor Johnston also advised he did not know about the sandbag availability until after the fact. Chief Mossgrove indicated the sand at the fill stations quickly disappeared and people came from Spring Hill. City Manager Norman-Vacha advised emergency information was posted on the City's website and they will discuss the issue with the Emergency Operations Center.

CITIZEN INPUT

Mayor Johnston asked for public input.

Noah Burke advised he had a better way to handle the red light camera mail notification. He did not feel it fair to penalize the offender if their notice is not received. He recommended having the red light camera company mail notices via certified mail.

CONSENT AGENDA

Minutes

April 16, 2012 Regular Meeting

May 7, 2012 Regular Meeting

City of Tampa Mutual Aid Agreement

Consideration of the Mutual Aid Agreement with the City of Tampa allowing the Brooksville Police Department to assist during the Republican National Convention.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Hohn for approval of Consent Agenda. Motion carried 5-0.

PUBLIC HEARINGS

Entry of Proof of Publication into the Record

Mayor Johnston called for proof of publication. City Clerk Peters indicated Item F-1 was published on Friday, June 8, 2012, in the Hernando Times legal section of the Tampa Bay Times. There also was a notice of the Public Hearing published on Saturday, May 26, 2012 in the Hernando Times and Citrus Times Classified sections of the Tampa Bay Times and there is a copy of the affidavits for the record. A public notice was posted on the City's website announcing that a Public Hearing was held on June 18, 2012, and continued to July 2, 2012 to receive additional public comment on the proposed special assessments and additionally publicly noticed via the published agenda, which was posted on the city's community bulletin board outside City Hall.

Ordinance No. 830 – Fire Assessment

Consideration of Ordinance for the imposition and collection of Special Assessments to fund Fire Protection Services.

[First Reading 06/04/12, Tabled and Continued Second Reading from 06/18/12]

Fire Chief Tim Mossgrove briefly reviewed the item.

Mark Lawson of Bryant, Miller and Olive advised minor changes had been made and errata sheets were revised. He was aware that the video from the last meeting was provided to the board members who were not present at the previous hearing.

Mayor Johnston asked for public input.

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Robert Buckner advised he was able to have a good conversation with the City Manager after the last hearing. He was glad to hear there is the possibility of relief for vacant lots. He felt the for-profit nursing homes should not be exempt. Another property he had questions on was Cloverleaf with a \$2,000 assessment and felt that should be looked at.

Joe Mason distributed a news article to Council. He concentrated on the ordinance itself, stressing proper apportionment to be important. He questioned the discretion given to the assessment coordinator, who is the City Manager in this case.

Anna Liisa Covell stated, according to the highest court, this is another tax. She believes citizens are getting taxed twice for the same service.

Mark Browning passed his three (3) minutes to Mr. Mason, who continued on exemptions.

Tom Browning advised he is shocked if what Mr. Mason is saying is correct. City Manager Norman-Vacha advised the exempted properties are addressed in the resolution. She clarified the verbiage in the ordinance relating to the exemptions. There are corrections to be made and allowed by the ordinance.

Mr. Lawson reiterated that anyone can submit questions on the assessment to the City Manager. Mr. Browning suggested having all these issues clarified and equitable before proceeding.

Powers Dorsett advised consolidating adjoining properties is relatively easy. He pointed out that Cloverleaf has seven (7) lots and suggested they be assessed per mobile home lot.

City Manager Norman-Vacha advised one letter from Wayne Vutech was received and e-mails were received by Council from Mr. Buckner and Mr. Browning. She also advised there have been no telephone calls since the June 18th Meeting. She did visit with several members of the Brooksville Vision Foundation, including Dr. Dennis Wilfong, Michael Heard, Sonny Vergara, Cliff Manual, Robert Buckner and Joe Mason.

Council Member Hohn advised he was also concerned with the issues presented by citizens. He suggested clarification in the resolution, dividing among non-profit and for-profit organizations. It was pointed out that the correction provisions that were discussed earlier will resolve the issue for certain profit entities. His concern with Cloverleaf is addressed by the Florida Supreme Court and does allow for the potential assessment on individual home lots. He advised there is a potential \$600,000 short-fall in the General Fund for FY2012-13, pointing out there is two (2) separate processes; put framework in place to take shortage out of the General Fund and create the assessment and then the budget process. The General Fund is paid for by 40% of residents whereas the assessment will be spread across 100%. He strongly encouraged all to participate during the budget process.

Council Member Burnett stated he has had the opportunity to talk with citizens and in doing so felt the citizens are not against the methodology but the costs as applied. He feels Council has a responsibility and should move forward, making future adjustments as necessary.

Vice Mayor Bradburn added she did receive a letter from Mark Browning which she passed to staff.

Council Member Bernardini was not aware that the assessment could not exceed \$600,000, which City Manager Norman-Vacha clarified regarding the estimated amount of the shortfall in the budget. Council Member Hohn advised that was an estimate from the Hernando County Property Appraiser's office. Mayor Johnston clarified that the assessment is revenue neutral and any increase in millage after that reduction would be considered during budget.

REGULAR COUNCIL MEETING MINUTES – July 2, 2012

Council Member Bernardini referred to tax exempt parcels excluded from the assessment. City Manager Norman-Vacha referred to the resolution, pointing out that certain categorized properties within the Property Appraiser's tax rolls are statutorily exempt from the ad valorem taxes and are not subject to the fire assessments. Mr. Lawson indicated the initial decision was that of those, institutional properties are exempt as a matter of policy and there is a mechanism for correction from year to year. The ordinance is procedural as each year the assessment is imposed. The validation will be a determination using this methodology that requirements are met for a valid issuance of an obligation such as, it must be for a public purpose, authorized and followed by law, and revenues generated are available to use to repay the debt. Anything that is done on the exemptions determined for a public purpose can be funded out of legally available funds as a policy decision.

Council Member Hohn confirmed with Mr. Lawson that they could still go forward with the validation if the language was changed in the ordinance tonight regarding exemptions.

City Attorney Battista referred to the resolution and pointed out it can be changed accordingly to policy that is set forth for validation. An amended resolution can be issued at budget time adjusting the numbers.

Mr. Lawson stated the validation gives assurance that the revenues can be used to buy capital and provides a benchmark in time to allow seeking a determination. The rates could be lowered after September 29th, but increasing the rates would require additional due process.

Vice Mayor Bradburn pointed out there is going to be a shortfall in the budget and a tax increase may be needed that has nothing to do with the fire assessment.

Council Member Bernardini wanted it on the record that there could be a millage rate increase. He favored that everyone should pay.

Vice Mayor Bradburn stated she intends to lower the millage rate to compensate for this assessment but it may not be exact. The millage rate has to be sufficient to cover fuel increases, insurance increases, etc.

Council Member Hohn pointed out it will be revenue neutral but will have to wait and see what happens when the numbers come out, then the work starts. But if this is does not get done tonight there is a guaranteed millage rate increase. If the assessment is in place then there is a floating bridge to balancing the General Fund. Mayor Johnston did not agree with Council Member Hohn.

City Clerk Peters read Ordinance No. 830 by title, as follows:

AN ORDINANCE RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF BROOKSVILLE, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF FIRE SERVICE ASSESSMENTS AGAINST PROPERTY THROUGHOUT THE CITY; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING AND COLLECTING FIRE SERVICE ASSESSMENTS; PROVIDING THAT FIRE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS; PROVIDING FOR VARIOUS RIGHTS AND REMEDIES OF THE HOLDERS OF SUCH OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS WILL NOT CREATE A

REGULAR COUNCIL MEETING MINUTES – July 2, 2012

GENERAL DEBT OR OBLIGATION OF THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CITY ORDINANCE NOS. 682 AND 788; AND PROVIDING AN EFFECTIVE DATE.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Hohn for approval.

Motion carried 4-1 upon roll call vote, as follows:

Council Member Bernardini	Nay
Council Member Burnett	Aye
Council Member Hohn	Aye
Vice Mayor Bradburn	Aye
Mayor Johnston	Aye

REGULAR AGENDA

Resolution No. 2012-05 – Annual Fire Assessment

Consideration of Resolution for the imposition and collection of Special Assessments to fund Fire Protection Services.

[Tabled and Continued from 06/18/12]

Mark Lawson reviewed the annual resolution called for in the ordinance and setting rates, which can be reduced at any time. Rates cannot be raised without due process that is afforded in the ordinance. The role was published on the website in late May.

Council Member Bernardini asked about Advanced Life Support (ALS) services. Mr. Lawson explained that the belief that you cannot assess for basic life support is erroneous. According to the Supreme Court you should not assess for emergency medical services with an association of certain EMS. Services described as basic life support that are incumbent upon delivery of fire services can be included in the fire budget. This particular assessment attempts to remove anything that has to do with advanced life support to the point of removing personnel with certification in ALS and may provide basic life support under the law. Attention was given to emergency medical services matter by RERC consultants to extract advanced life support from the budget.

Mayor Johnston asked for public input.

Powers Dorsett asked for clarification of Section 2.01(c) versus Section 3.07 on page 20. Mayor Johnston clarified the amount in the resolution can be adjusted after final adoption.

Dan Patrick asked to give Joe Mason his three (3) minutes. Mr. Mason felt no one had an opportunity to work through the methodology to be able to discuss it. He clarified, concerning Cloverleaf, the mobile homes cannot be assessed, only the lot. He requested delay in implementation for another year and asked that when final then file validation in the local circuit court.

City Clerk Peters read Resolution No. 2012-05 by title, as follows:

A RESOLUTION OF THE CITY COUNCIL OF BROOKSVILLE, FLORIDA, RELATING TO THE AVAILABILITY AND FUNDING OF FIRE PROTECTION AND RELATED ESSENTIAL SERVICES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF SPECIAL ASSESSMENTS WITHIN THE CITY TO FUND, IN PART, THE SERVICES, FACILITIES AND PROGRAMS ASSOCIATED WITH THE CONTINUAL READINESS TO PROVIDE FIRE PROTECTION; IDENTIFYING BENEFITS, BURDENS AND COSTS TO BE

REGULAR COUNCIL MEETING MINUTES – July 2, 2012

ASSESSED; ESTABLISHING THE METHOD OF APPORTIONING BENEFITS, BURDENS AND COSTS AMONG SPECIALLY BENEFITED PROPERTY; ADOPTING AN ASSESSMENT ROLL; PROVIDING THE METHOD OF COLLECTION; PROVIDING FOR ASSOCIATED POLICY DIRECTION; AND PROVIDING AN EFFECTIVE DATE.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Hohn for approval of Resolution No. 2012-05 with errata changes.

Motion carried 4-1 upon roll call vote as follows:

Council Member Burnett	Aye
Council Member Hohn	Aye
Council Member Bernardini	Nay
Vice Mayor Bradburn	Aye
Mayor Johnston	Aye

Vice Mayor Bradburn stated many of the issues people brought up with the exemption are issues she brought up with Mr. Lawson and staff ahead of time, and is confident in the coming years they can be addressed, including Cloverleaf and other exemptions listed.

Resolution No. 2012-06 Fire Assessment Note

Consideration of Bond Resolution in conjunction with imposition of the Fire Assessments.
[Tabled and Continued from 06/18/12]

Mark Lawson advised this resolution addresses debt service and will trigger the seeking of a determination that Council has the ability to use the proceeds from the assessments.

City Clerk Peters read Resolution No. 2012-06 by title, as follows:

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA AUTHORIZING THE ISSUANCE OF ITS FIRE SERVICE ASSESSMENT REVENUE NOTE, SERIES 2012, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$435,000 TO FUND THE ACQUISITION OF CERTAIN CAPITAL EQUIPMENT OF THE CITY; PROVIDING THAT THE SERIES 2012 NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM CERTAIN SPECIAL ASSESSMENTS AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS AND REMEDIES FOR THE OWNER OF THE SERIES 2012 NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Hohn for approval of Resolution No. 2012-06.

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

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

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Pavement/Sidewalk Management Program

Presentation of the status report from Civil-Tech Consulting Engineers, Inc. on the Pavement Management Program.

Bob Titterington of Civil-Tech gave an update on their progress in the program, including street inventory, right-of-ways, unpaved roads, sidewalks, signs and other. He advised some roads are not being maintained as specified by ordinance, which will be corrected. He projected a final report by August 27, 2012.

Vice Mayor Bradburn asked is there a way to map the known springs that impede City right-of-ways as well. Mr. Titterington advised if someone has that information it could be added to the database. Vice Mayor Bradburn would like to use Tallahassee's techniques regarding their canopied streets.

Red Light Camera Introductory Period Cost

Council discussion on cost to implement the Introductory Period.

Council Member Bernardini advised nothing in their contract states the number of intersections to be done and this could be bargained. The contract also states there could be a warning period at no cost to the city. He asked that staff proceed to investigate.

Vice Mayor Bradburn advised she favored an introductory education period but did not agree to send out warning citations. She favored going forward with the program as is.

Mayor Johnston agreed to a warning period as the contract states it is possible but now it is behind schedule and being delayed again. People are now aware of the cameras being erected.

Council Member Hohn asked the City Attorney if he would be willing to renegotiate the contract. City Attorney Battista indicated it would be up to City Council and he will review the current contract. Council Member Bernardini suggested the contract be renegotiated with a warning period.

Council Member Burnett is in favor of educating the local citizens to a greater extent.

Council Member Hohn advised it has been shown that most of the tickets are given to people from out of town so the education part is more difficult.

CITIZEN INPUT

Mayor Johnston asked for public input.

Gail Samples spoke in favor of the fire assessments. She asked who paid for the court reporter. Vice Mayor Bradburn advised Bryant, Miller and Olive, as part of the court validation process. She also spoke of the red light cameras, noting the residents have been duly notified.

Kojack Burnett asked the verdict on the red light camera introductory period. Mayor Johnston advised the contract would not be amended. He wished all a good holiday.

ITEMS BY COUNCIL

Joe Bernardini, Council Member

Red Light Cameras

Council Member Bernardini advised that at Wiscon and Broad Street the westbound traffic slows to make a turn north and asked is there some timing that would allow for the stopping. Council Member Hohn advised if you are stuck in the intersection when the light turns you will not get a violation. Vice Mayor Bradburn confirmed County engineering has investigated the timing and they are at the maximum allowed.

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Frankie Burnett, Council Member

Fire Assessments

Council Member Burnett reiterated that a methodology to utilize during the budget workshops was adopted tonight. He urged anyone with a question about the assessment to contact staff.

He commended the City Manager, Council and staff for the work they do.

Kevin Hohn, Council Member

Fire Assessments

He reiterated what Council Member Burnett stated and wished all a Happy 4th of July, encouraging the reading of the Declaration of Independence.

Lara Bradburn, Vice Mayor

Recycling Schedule

In reference to Vice Mayor Bradburn's question about recycling, Mayor Johnston advised the first pickup will be a week from Wednesday.

98 & Jefferson Street

She advised the grass needs to be cut at 98 and Jefferson Street. She would really like to take another look at the contracts for mowing and consider having it done in-house.

Florida League of Cities Bond Resolution

She asked about the recommended resolution. City Attorney Battista indicated it would be on the next agenda and will meet the deadline of July 18, 2012.

Joe Johnston, Mayor

Light at Winn-Dixie

Mayor Johnston inquired of the followed up on the status from the County or Florida Department of Transportation concerning the light at Winn-Dixie. Public Works Director Radacky indicated he has not received any information back on this matter and will contact them on the status.

Light at Jefferson Street and Mildred Ave

Mayor Johnston stated the red light heading west on Jefferson Street has been cycling regularly instead of when someone is crossing Mildred Avenue and this is impeding traffic. Public Works Director Radacky advised he will look into the matter.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 10:16 p.m.


City Clerk

Attest: _____
Mayor

**CITY OF BROOKSVILLE
201 HOWELL AVENUE
BROOKSVILLE, FL 34601
BUDGET WORKSHOP
MINUTES**

August 14, 2012

6:30 P.M.

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

The meeting was called to order by Mayor Johnston and announced that Council Member Burnett would not be here tonight.

PENSIONS & RETIREMENT PLANS

Presentation on Pensions, providing an overview of pension plans, benefit levels, sustainability, and options. Discussion by Council on City Pension/Retirement plans, benefits and funding.

Paul Shamoun, Account Executive for the Department of Insurance & Financial Services Division of the Florida League of Cities stated he has been with the League for about twelve (12) years, eleven (11) of which he has overseen the Florida Municipal Pension Trust Fund. Florida League of Cities has managed several of the City's plans since they opted out of the Florida Retirement System in 1996.

The trust was started about twenty-five (25) years ago and seven (7) cities formed an interlocal agreement to do pension administration to help cut costs. Now there are two hundred (200) plans worth \$380,000,000. There are about sixty (60) plans that are defined benefit plans.

He then reviewed the PowerPoint presentation (on file) provided in copy to Council, which covers the details and options of the plans. He explained changing plans now will increase the current budget but will be beneficial in the long term.

Hybrid Plans will be the future of public sector retirement. Palm Beach is currently using this type of plan. It is a blend of defined benefit and defined contribution but with much lower guaranteed defined benefits such as no cost-of-living adjustment (COLA). The future multiplier comes way down to 1% and employee money goes into both plans and spreads the risk more evenly.

Vice Mayor Bradburn indicated she would like the city to put a hybrid plan in place going forward. She requested comparisons with other cities the size of the City of Brooksville.

Defined Contribution plans were developed for senior management and corporations to defer retirement money. Mr. Shamoun did not recommend them.

Vice Mayor Bradburn requested for the next budget workshop, the cost to change all employees to the Florida Retirement System, employees hired in the past three (3) years and employees hired in the past year. Then begin looking at the possibility of implementing a hybrid plan. Mr. Shamoun clarified the Florida Retirement System typically has full employee groups and all new hires; but to transfer everyone into the FRS does not buy their past service. He pointed out under Florida Law the City is required to pay the full actuarial cost and someone else's unfunded liabilities. City Manager Norman-Vacha stated staff cannot come up with a cost and she would need Council direction to work with a financial consultant to get numbers. Mr. Shamoun stated the Florida Retirement

BUDGET WORKWHOP MINUTES – AUGUST 14, 2012

System could provide past service cost. Closing the plan requires the plan actuary to run cost studies and scenarios. The Pension Boards have to be willing to have their actuaries do these studies as the most cost effective way to do it.

Patrick Donlan, with Foster & Foster, actuary for the 185 and 175 plans, advised the entry age normal funding method is used for the Fire plan and the aggregate cost method is used for the Police plan. He reviewed the aggregate cost method, which would not change the current funding requirements by closing it out. He advised he can run the numbers on the plans in about four (4) weeks, depending on how many scenarios are requested.

Council Member Hohn asked if eligibility in the plans can be changed. Mr. Donlan advised the existing plan can be changed by Council. He indicated the City has done benefit improvements since March 12, 1999 when Governor Bush signed into law that all increases in State monies have to be used for increased benefits. As a result, the City is able to use all of the State monies to fund the benefits that are in place. Reducing benefits such as lowering the multiplier or extending the age back, then frozen amounts may be reduced. There are advantages in changing benefits within the current plan by continuing to receive State money. But the City would lose that State money for new hires going into the Florida Retirement System. In the Fire Plan calendar year 2011, State monies were \$85,189 and the frozen amount is \$103,671. The City can use up to that amount. He explained there is no impact on the City for those employees in the DROP program because the pension is just paid out before retirement. There is an option of a fixed rate of return of 6.5% and the plan has lost money because it has not been met. Going forward, 7.75% in the Fire Plan and 7.5% in the Police Plan and long term expectation was the DROP should not have any impact if you get normal returns. The non-DROP payroll in 2011 was \$687,000 for the Fire Department and \$85,189 of State money was 12.4% of payroll. He advised it is more efficient to make changes to the existing plans to keep State money as opposed to a hybrid plan. The Police Department, in 2012, there was \$102,275 which is 8.8% of payroll.

The cost for the Fire plan in payroll is 23.5% but the assumptions have not been met in the last eight (8) years. There is an unfunded actuarial accrued liability of \$1,700,000 partly due to benefit improvements that is being paid for with State monies and member contributions of 3.29%. In discussion with the State actuary, they have reduced the amortization period from what it was previously at thirty (30) years. If the City makes \$185,000 contribution then in ten (10) years the 2011 loss is gone and will be at 100% funded.

Council Member Hohn asked Fire Chief Mossgrrove where we stand today with the current force, as far as years of service. Chief Mossgrrove advised there are 4 employees with 1 year of service, 2 employees with 2 years of service, 2 employees with 3 years of service, 8 employees with 5 to 9 years of service, 2 employees with 10 to 14 years of service, 2 employees with 15 to 19 years of service and 3 employees with 20 to 24 years of service. There are three (3) employees in the DROP in the fire plan and there is 1 employee in DROP in the Florida Retirement System.

Referencing the Police, Mr. Donlan advised two (2) employees hired before 1996 are in the Florida Retirement System. In the 185 plan, there are 4 employees with less than 1 year of service, 2 employees with 1 year of service, 3 employees with 3 years of service, 3 employees with 4 years of service, 7 employees with 5 to 9 years of service and 3 employees with 10 to 14 years of service as of October 1, 2011.

Vice Mayor Bradburn suggested the City explore buying out employees with less than three (3) years of service.

Mayor Johnston advised Police and Fire pension board of trustees have to make the changes to comply with terms of the pension trusts.

Vice Mayor Bradburn asked what statutorily mandates the reserve firefighters and what it will take to eliminate their benefits. City Manager Norman-Vacha stated it is not statutorily mandated, but is part of the benefit plan that has been adopted and they have property rights that cannot be arbitrarily eliminated or changed, but going forward there could be a benefit plan change. Vice Mayor Bradburn asked is that different if they are already vested in another plan. City Manager Norman-Vacha indicated it is not different because it is defined in the City's plan.

BUDGET WORKWHOP MINUTES – AUGUST 14, 2012

Mayor Johnston advised he is not sure at this time that he would be in favor of changing anyone to the Florida Retirement System. He favored Council Member Hohn's suggestion of changing benefits within the plans such as eligibility to collect retirement benefits or the other option of hybrid plans. Vice Mayor Bradburn asked that Council make the move to get on the numbers needed to make a decision. She pointed out the longer they wait there will be less eligible employees to change each year. Mayor Johnston stated the plans can be changed at any time not just at the beginning of the fiscal year.

City Manager Norman-Vacha advised Council move cautiously on these issues and asked for a consensus from Council. Vice Mayor Bradburn stated the three (3) years she has been asking for changes is cautious enough.

Mayor Johnston advised going to the boards to ask about tweaking contributions and hybrid plans implementation and the cost savings of each.

Council Member Bernardini advised council consensus was never given to get numbers from staff as Vice Mayor Bradburn has requested. He felt the hybrid plans would be the way to go but would still need cost and savings. He asked for clarification on providing more benefits in the plans.

Mr. Donlan explained citizens pay more in taxes to provide better pension benefits to high risk employees for early retirement. The unions felt the cities used state funding and premium taxes to offset contributions and not provide additional benefits. Mr. Shamoun clarified it was originally implemented to encourage cities to put in pension programs for police and fire when there were no pensions for anyone.

Mayor Johnston pointed out the State tax contribution is a surcharge on home and automobile insurance. Council Member Bernardini stated every time cities receive tax money they have to improve the benefits which is a payout twenty (20) or thirty (30) years later so debt keeps increasing. Mayor Johnston felt if the boards reduced the benefits then state money is lost but the City may still come out ahead. Mr. Shamoun confirmed that is exactly what Palm Beach did and saved \$2 million dollars.

Mr. Donlan stated the Florida League of Cities argument is that when the actuary does an improvement to the plan they determine an annual cost of 2.4% of payroll. Currently, this has not hurt the City because payroll has decreased between 2009 and 2011.

Charles Price, member of the Police Officers' Pension Trust Fund, advised the City has not paid any money into the Police Officer's Pension Trust Fund. The reasoning for getting out of the Florida Retirement System was to not have to pay as much. He advised Council to be careful about moving back into the Florida Retirement System. He felt a well managed defined benefit plan can benefit the City in the long run.

Council Member Hohn felt the plans need to be under better control and advised negotiating benefits with Fire and Police. Mr. Shamoun clarified under Florida Law they cannot get more than 100% of their pay after twenty-five (25) years and then go into the DROP plan for the last five (5) years.

Vice Mayor Bradburn wanted to look at costs for converting back to the Florida Retirement System with the plans. She indicated the returns have been better than any of the other plans for years. She has sat in on Florida League of Cities committees, special meetings and attended the budget discussions with the legislature for two (2) years.

Council Member Bernardini pointed out the City got out of the Florida Retirement System because there was no control over costs. He supported looking at figures to buy out employees with three (3) years and under of service.

Mayor Johnston felt Council Member Burnett should be given the opportunity to get with the City Manager and get his input on the matter also.

BUDGET WORKWHOP MINUTES – AUGUST 14, 2012

City Manager Norman-Vacha gave an overview of City Council discussion; they need to look at benefit changes. As far as the Chapter Plans, they are interested in working with the pension trust boards to look at actual benefits when employees can retire, the multiplier and Mr. Shamoun's suggestions on how to make the plans more sustainable long term. Plus, how any changes to those benefits could affect State insurance monies that help fund the Chapter Plans and the impact it would have on Council's contribution versus insurance dollars. She also heard Council Members say they were interested in looking at the possibility of looking at a hybrid plan for new and/or newer hires with three (3) years and under of service as a good long term solution. She pointed out they must keep in mind how that affects the current plan because there is a liability to continue to fund and how that affects dollars from the State to help fund the plans as well. She also heard some Council Members say whether the Florida Retirement System is an option to convert Fire and Police.

A 5-minute break was taken.

FY2012/13 OTHER THAN GENERAL FUND BUDGET

Discussion by Council on all City funds Other than General Fund Revenues and Expenditures, with overall direction.

Special Revenue Funds

Fund 109

Council Member Hohn asked if the Law Enforcement Trust Fund is supposed to be used for investigative equipment and training. City Manager Norman-Vacha stated this fund is not limited to drug-related cases. Police Chief Turner elaborated, advising property in lieu of forfeiture can go into Fund 109 and when it goes through court it goes into Fund 116.

Fund 110

Mayor Johnston asked if the funds are being used within seven (7) years of receipt. City Manager Norman-Vacha stated funds are being used towards Providence Boulevard and further discussion with the legal team on Governor Boulevard as to whether money can be put toward finalization of construction.

Fund 120

City Manager Norman-Vacha advised Hernando County Board of County Commissioners approved Goodwin Brothers to begin construction on Phase 2(b) of the Good Neighbor Trail from Mondon Hill Road to Richbarn Road.

Fund 122

Vice Mayor Bradburn asked if Lowes will be donating more smoke detectors. City Manager Norman-Vacha indicated there are smoke detectors budgeted for purchase for the Fire Prevention Program.

Fund 128

Council Member Hohn asked does the Traffic Camera Fund indicate budgeting for Police Department employees or Sensys employees. City Manager Norman-Vacha confirmed it is for the Police Department.

Fund 134

Vice Mayor Bradburn suggested this fund be used along with the street paving project. Mayor Johnston asked was the \$25,000 used this year for replacement of trees. City Manager Norman-Vacha confirmed it was not expended and is allocated in carry forward money.

Fund 140

Vice Mayor Bradburn suggested some of the allocation go towards irrigation. City Manager Norman-Vacha indicated that is a very limited fund and a full design of an intersection has to be presented that is not functioning properly to be eligible for reimbursement. Director Geiger confirmed it cannot be used for irrigation.

BUDGET WORKWHOP MINUTES – AUGUST 14, 2012

Debt Service Funds

City Manager Norman-Vacha gave an update that Finance Director Baumgartner is continuing talks with SunTrust about refinancing to a 2.5% interest rate. She is expecting to present numbers at the next Council Workshop.

Capital Projects Funds

Fund 308

City Manager Norman-Vacha pointed out footnote number two indicates there is \$116,829 set aside for Peck Sink water course improvements and \$300,000 for the Pavement Management Program.

Fund 309

Vice Mayor Bradburn asked does Statute cap the Mobile Home Licenses amount collected. City Manager Norman-Vacha indicated the amount comes from the State of Florida and the City does not have authority to tax mobile homes. She will look into other sources of revenue derived from mobile home properties.

Fund 313

Finance Director Baumgartner advised funds will be brought forward if the road at Southern Hills Plantation does not get completed. City Manager Norman-Vacha further elaborated this is an ongoing project that has been delayed by inclement weather conditions and figures could change for the final budget.

Water and Wastewater Fund

Vice Mayor Bradburn asked why both terms impact fees and connection fees being used are. City Manager Norman-Vacha stated historically they have always been called connection fees and impact fees references will be eliminated if not noted in any ordinances or codes.

Vice Mayor Bradburn asked for clarification on the well fields. City Manager Norman-Vacha stated Northwest Well Field #4 is near Pasco-Hernando Community College. The Hope Hill Well Field #3 was recently completed and there are a total of three (3) wells operating.

Vice Mayor Bradburn referenced the CIP under Operating, Capital Outlay, Debt & Transfer on Page 42 at the bottom and stated this is a working list. Individual projects have not received Council approval. City Manager Norman-Vacha referenced Page 44 for CIP projects projected for five (5) years.

Vice Mayor Bradburn referenced a past idea by Mayor Johnston to plan for the future utilities cost with a surcharge and felt it was worthy to explore further. She felt the outlined plan is a progressive need through 2025.

Sanitation Fund

Council Member Bernardini asked about the delivery status of the recycling truck. Director Radacky advised a representative from Ford indicated delivery will be in a couple of weeks but he felt it would be within thirty (30) days. Council Member Bernardini suggested that Public Works Director Radacky let the representative know that Council is asking about the delivery of the truck.

Fleet Maintenance

Vice Mayor Bradburn advised the public works complex needs funding to do further improvements to it. She pointed out there is outside equipment that needs to be covered up and structural issues that need addressing.

Vehicle & Equipment Replacement Funds

Mayor Johnston questioned twenty (20) police vehicles purchased since 2008/2009. City Manager Norman-Vacha indicated the vehicles are on a regular rotation for replacement and most were older cars. She confirmed Council extended from five (5) years in service to seven (7) years in service for the vehicles.

Vice Mayor Bradburn referenced Fund 502 for Water & Sewer on Page 62. She felt the trucks being purchased are too large and would like to see a policy for purchasing smaller gas-saving vehicles. City Manager Norman-Vacha will have a list put together to justify the larger sized vehicles needed for hauling.

BUDGET WORKWHOP MINUTES – AUGUST 14, 2012

Vice Mayor Bradburn referenced Fund 503 Summary of Revenues & Expenditures on Page 64. She felt there was not appropriate equipment for volunteers to do their tasks for the parks system and special events. She suggested battery operated lithium ion weed eaters as a worthy investment for the Good Neighbor Trail and medians. City Manager Norman-Vacha indicated this fund is for replacement of mowers and larger equipment. In each operating budget for Public Works and Parks and Facilities Departments there is a line item for replacement of weed eaters that are utilized by prison crews and City staff. She advised it has not been the City's practice to allow volunteers to use the City's weed eaters due to liability insurance purposes. Vice Mayor Bradburn vehemently disagreed and gave examples showing otherwise.

Trust & Agency Funds

Fund 607

Vice Mayor Bradburn referenced Page 69 and asked does the chart represent banked money or paid out money. City Manager Norman-Vacha indicated this is the fund the City pays contributions to.

Mayor Johnston asked has the City been paying \$350,000 in expenditures. Finance Director Baumgartner indicated that is an estimate for pay out to retired firefighters.

Mayor Johnston referenced Income and asked why there was such a large gain from 2010/2011. City Manager Norman-Vacha explained staff did not know the Actual going into budget last year and they based it on 2009/2010 Actual of \$253,127. It has been reduced to \$30,000 this year based on what the Actual may be and will have a better number in September.

Fund 612

City Manager Norman-Vacha referenced the Cemetery Donor Memorial Wall and asked would Council allow the gazebo to be fixed with the interest of \$7,000 by change of resolution. Council consensus was to revisit.

Fund 613

Mayor Johnston pointed out differences in gains and losses for investments between the Police Officers' Retirement Fund and the Firefighters' Retirement Fund.

Fund 615

City Manager Norman-Vacha reminded Council that there was a draft report from Coastal Engineering at the last Council meeting that outlined a CIP plan as part of the redevelopment plan. She indicated these funds would go towards the downtown plan projected for five (5) years. Council discussed bringing individual projects forward for approval.

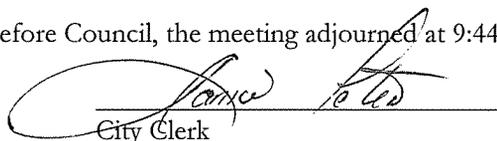
DIRECTION FROM COUNCIL FOR WORKSHOP OF AUGUST 28, 2012

Council Member Bernardini asked for details on an increase in the Police Department. City Manager Norman-Vacha indicated she will have it available prior to the next workshop.

City Manager Norman-Vacha asked is there further information staff can provide prior to the next workshop. Council Member Bernardini indicated he would get with her tomorrow.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 9:44 p.m.


City Clerk

Attest: _____
Mayor

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

August 20, 2012

7:00 P.M.

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

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Presentation to the City of Brooksville from the Wilson Family

Mr. Brooks read the history of "The Anvil" as provided to Council and on file. The Wilson Family donated the anvil to the City of Brooksville for display. He then introduced members of the Wilson family who were present.

Fire Department and Police Department Meritorious Service Awards

Police Chief Turner advised two awards are being given this year, which Accreditation Manager Sergeant Dixon reviewed. The awards are in conjunction with Tropical Storm Debby flooding and the rescue on Sunday, June 24, 2012, of an elderly couple whose automobile was washed off Wiscon Road into a field seventy (70) feet away. Lieutenant Jason Brough and Sergeant Jason Caldwell received the awards.

Fire Chief Mossgrove also reviewed the events and recipients of the awards for the same rescue. Fire Department personnel receiving the award were William Kaplan, Joseph Keefer, Gus Morales, Christopher Portzen, Kevin Rittenhouse, Hillary Sanford and Samuel Schey.

Vice Mayor Bradburn commended all.

Chief Turner advised Sergeant Caldwell completed the Criminal Justice Executive Institute for advanced leadership training course sponsored through Federal Department of Law Enforcement.

CITIZEN INPUT

Mayor Johnston asked for public input; there was none.

CONSENT AGENDA

Minutes

February 1, 2010 Executive Session

- Application of Skyland Utilities
- Bond Safeguard Ins. Co.

REGULAR COUNCIL MEETING MINUTES – August 20, 2012

April 19, 2010 Executive Session

- Application of Skyland Utilities
- Bond Safeguard Ins. Co.

Surplus

Consideration to surplus items determined to be obsolete, inoperable or no longer useful for the Departments of Public Works and Parks & Recreation.

Policy 1-1997D – Council Chambers Use Agreement

Consideration of policy update to allow rental of Council Chambers for use by commercial and for-profit entities.

Brooksville Vision Foundation Request

Consideration of request to sell alcoholic beverages in a designated, age restricted zone for the Uptown Block Party to be held on August 30, 2012.

Public Risk Management Final Proposal and Renewal For 2012-13 Policy Year

Consideration of final approval of renewal proposal from Public Risk Management of Florida for property, liability and workers' compensation insurance coverage for 2012/13 Policy Year in the amount of \$485,922.

Motion:

Motion was made by Council Member Hohn and seconded by Vice Mayor Bradburn for Consent Agenda approval. Motion carried 4-0.

Mayor Johnston advised Council Member Burnett will not be in attendance at tonight's meeting.

REGULAR AGENDA

Resolution No. 2012-09 – Florida Department of Transportation (FDOT) – Annual Veteran's Appreciation Parade Route

Consideration of approval of Resolution supporting the Annual Veteran's Appreciation Parade route and closing of State Road 50/Jefferson Street and U.S. Highway 41/Broad Street.

City Clerk Peters briefly reviewed the resolution to submit to the State for their approval.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Hohn for approval of Resolution No. 2012-09.

City Clerk Peters read Resolution No. 2012-09 by title, as follows:

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN ORANGE STREET AND MAGNOLIA AVENUE IN DOWNTOWN BROOKSVILLE ON SATURDAY, NOVEMBER 10, 2012; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Motion carried 4-0 upon roll call vote as follows:

Council Member Bernardini	Aye
Council Member Burnett	Absent

REGULAR COUNCIL MEETING MINUTES – August 20, 2012

Council Member Hohn	Aye
Vice Mayor Bradburn	Aye
Mayor Johnston	Aye

Energy Systems Group – Change Order 6

Consideration to approve Change Order 6 to allow for the completion of an additional Energy Conservation Measure (Police Department HVAC) to be completed through the Guaranteed Energy Savings Performance Contract in the amount of \$132,825.

Director of Parks, Facilities & Recreation Mike Walker reviewed the project, updating the progress and reviewing the completed projects. The HVAC at the Police Department is an additional part of the project to be completed with unallocated funds.

Council Member Bernardini questioned the figures. City Manager Norman-Vacha advised if the project comes in above the quoted price then Energy Systems Group will pay the difference.

Motion:

Motion was made by Vice Mayor Bradburn and seconded by Council Member Hohn for approval. Motion carried 4-0.

Villas of Southern Hills Plantation, LLC

Consideration of a proposed Preliminary Plat for a 4.2 acre tract located in the Southern Hills Plantation development. The proposal is to create 3 lots from the 4.2 acre parent parcel.

Director of Community Development Bill Geiger, City Planner Steve Gouldman and Don Lacey, representing the petitioner, reviewed the project.

Council Member Hohn asked if Track C, Summit View Drive, will now belong to the Villas. Mr. Gouldman advised it will be conveyed to the developer.

Council Member Hohn was concerned that the building was constructed for three (3) units and now it will be five (5) units, as well as the other buildings, with thirty (30) total units.

Vice Mayor Bradburn asked who owns Skyscape Lane. Mr. Gouldman stated it will be owned by the developer as a private road to continue on to Track B. Director Geiger further elaborated it is an extension of Summit View Drive as access through a private road to this development. Summit View Drive is owned by the development and platted up to that point as part of Phase I for Southern Hills Plantation. It would be maintained by the Homeowners' Association of the Villas.

Council Member Hohn asked who the developer is. Mr. Lacey stated the appropriate community entity that it will be deeded to will be on the final plat. The building was purchased by Roy Selway and the rest of the strip still belongs to GreenPointe at this time.

Vice Mayor Bradburn asked if the multi-family units will be connected. Mr. Lacey stated the first building will be five (5) units that are multi-story with garages. The original concept was to set up golf villas near the clubhouse as permanent or rental condominium units. The remaining buildings could be set up as townhomes but similar to the first building if sales are successful. He indicated construction is almost complete with the Southwest Florida Water Management District permit close to being issued.

Motion:

Motion was made by Council Member Hohn and seconded by Vice Mayor Bradburn for approval with final subdivision plat within a year. Motion carried 4-0.

REGULAR COUNCIL MEETING MINUTES – August 20, 2012

CITIZEN INPUT

Mayor Johnston asked for public input.

Kojack Burnett thanked Council for both presentations tonight and approval of the resolution for the Veteran's Appreciation Parade.

Mayor Johnston advised school is open and to drive carefully.

ITEMS BY COUNCIL

Joe Bernardini, Council Member

Hernando Park

Council Member Bernardini advised he no longer supports the transfer of the park to the City because of budget restraints and urging of citizens to leave it with the County.

Kevin Hohn, Council Member

First Tee Coordinator

Council Member Hohn advised the City's First Tee Coordinator Miles Groff is moving back home and advised he is sad to see him go as he did a wonderful job for the First Tee Program.

Lara Bradburn, Vice Mayor

Movie in the Park

Vice Mayor Bradburn advised the event Friday night was a success and thanked Citrus County for use of their equipment. Raffle tickets are being sold to benefit the tennis courts.

Red Light Cameras at City Hall

She asked if there are plans to put a red light camera in front of City Hall. Chief Turner advised there are no plans.

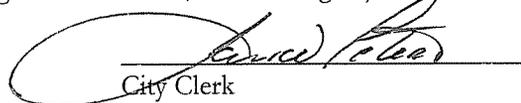
T. Jennene Norman-Vacha, City Manager

Budget Workshop

City Manager Norman-Vacha reminded Council the next Budget Workshop is next Tuesday, August 28th beginning at 6:30 p.m.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 7:47 p.m.


City Clerk

Attest: _____
Mayor

**CITY OF BROOKSVILLE
BUDGET WORKSHOP
201 HOWELL AVENUE
BROOKSVILLE, FL 34601
MINUTES**

August 28, 2012

6:30 P.M.

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

The meeting was called to order by Mayor Johnston. He stated Council Member Burnett will not be in attendance tonight.

FY2012/13 BUDGET REVIEW

Review and discussion of General and all Funds of the FY2012/13 Budget.

City Manager Norman-Vacha advised the memo provides additional information requested by Council. The first public hearing is scheduled for September 12th at 6:30 p.m.

Vice Mayor Bradburn referenced Attachment 2 as only the State of Florida requirements and stated she has asked the Florida League of Cities to come up with creative ideas to begin addressing needs. She will report back to Council when she gets this information.

Mayor Johnston advised individual Council Members would review their recommendations individually.

Council Member Hohn recommended the following for the coming fiscal year via a PowerPoint presentation. He stated that on July 31, 2012, the millage was set at 7.5 for the trim notice and proposed the current rate of 6.3. He had two (2) steps; the first was for the Fire Assessment and funds from the Vehicle Replacement Fund. The assessments would be implemented at 50% of the approved rate of \$600,000 to \$300,000. The amount recovered via Tier 1 relative value of improvement would be \$84,000 and Tier 2 Readiness to Service would be \$216,000 or approximately \$53 per parcel.

Vehicle Replacement Fund

He recommended \$216,443 be used toward the General Fund to balance the budget so that no increase would be needed. He felt no immediate need for a new fire truck existed.

Debt Service

He did not support an extra payment of \$20,000 per year being made on the General Fund promissory note. He recommended the two (2) outstanding General Fund loans be restructured for a savings of \$40,000 per year. He continued reviewing other issues not considered, such as revised revenue numbers, General Fund Debt Restructure, and the Red Light Camera fund.

Vice Mayor Bradburn commented on Council Member Hohn's presentation, stating the Vehicle Replacement Fund is a one-shot deal and felt the 3% proposed reserve is unacceptable, that it should be at 7% to 11% as urged by State financial experts. Further she did not support the amended Fire Assessment. She pointed out at the Fire Assessment hearings, four (4) people opposed, primarily due to vacant lot assessments, two (2) supported, one was on the fence. More importantly, Attorney Battista confirmed no one challenged the assessment in court either for methodology or amount. Therefore, the public supports full assessments so why lower it.

BUDGET WORKWHOP MINUTES – AUGUST 28, 2012

Mayor Johnston pointed out that the Vehicle Replacement Fund was established to purchase much needed vehicles at the time.

Council Member Hohn would like the money to be used for the benefit of the citizens.

Council Member Bernardini presented Council with options which included leaving the proposed mills at 7.5. He advised recommended eliminations were options, which included elimination of the Police Department and Detective Division, Fire Department, Parks, Recreation and Facilities Department, Recreation Division Administration and Cemetery Division, as well as across the board cuts of 10% and two (2) full-time employees per department. He reviewed that the Sheriff's Office would service the City with police protection by law. He gave examples of Inverness and Crystal River eliminating their police departments and contracting with the Sheriff's Office. The Fire Department would be taken over by the County at their rate. He felt the Parks Department could be turned over to the Department of Public Works and the YMCA could continue to run programs. He felt the City does not need a cemetery. Final savings would be \$1.2 million or 3.34 mills to implement these options.

Mayor Johnston felt all options proposed are good. He calculated a percentage of 21.61% in the General Fund per capita expense, which equates to \$176.89 per person/per lot. He reviewed that during Township 22 the City lost \$300,000 in the Fire Department then the County took it in 2002. He pointed out the Hernando County Fire Rescue is already in place at the Fire Department and he would consider negotiating with the County to provide level of service and continuation of City employees if possible. Retirement packages would still have to be funded but this would eliminate other large expenses such as a new fire truck and would implement MSTU fees.

Attorney Battista stated commercial properties are assessed differently by square footage and categories and an MSTU would be more costly for them. City Manager Norman-Vacha further elaborated and confirmed the methodology that is used.

Council Member Hohn asked Mayor Johnston does he recommend a millage rate. Mayor Johnston stated it would be a 3.83 millage reduction by relinquishing the Fire Department to the County and thought it would take several months to implement.

Vice Mayor Bradburn pointed out the cost would double according to the County's proposed fee charts.

Council Member Hohn stated the Sheriff's Office is looking to reduce their staffing by another seventeen (17) patrolmen. Council Member Bernardini felt that would not happen and it was just a scare tactic by saying they will get rid of frontline patrolmen.

Vice Mayor Bradburn elaborated on work needing to be done in the city, such as utility lines, roads and projects funded by the Reserve Fund. She felt the waivers for events should be readdressed to fund those that help the community. She also felt impact fees should be reinstated immediately and set aside in an escrow account for three (3) years to guard against potential appeals.

Council Member Bernardini agreed with implementing impact fees and asked Vice Mayor Bradburn does she support a millage rate of 7.5 mills. Vice Mayor Bradburn stated she is hopeful the Fire Assessment will come through then it could be lowered. She suggested Red Light Camera funds be used for safety issues such as deteriorated roads and sidewalks.

Council Member Hohn advised the developer passes impact fees along to the homeowner. Implementing impact fees would deter new businesses away from the City. Vice Mayor Bradburn indicated it has not stopped other communities from growing including Lake City and The Villages controlled by tea party conservatives. She stressed the Building Association and Chamber have never supplied evidence that Impact Fees deter growth. Mayor Johnston confirmed the builder's contract has a line item with impact fees. Vice Mayor Bradburn felt the fees should be negotiated between a homeowner and builder.

Vice Mayor Bradburn asked for a consensus on reinstating impact fees. Mayor Johnston felt eliminating impact

BUDGET WORKWHOP MINUTES – AUGUST 28, 2012

fees does not help boost the economy and he would consider reinstating them, along with a \$1 surcharge on water bills. He favored Council Member Hohn's suggestion with a lesser amount out of the Vehicle Replacement Fund. He suggested starting early for next year to proceed with certain changes.

Gail Samples appreciated all the presentations. She felt the recommendation of eliminating departments by Council Member Bernardini would eliminate the City. She commented on impact fees and fire assessments. She referenced Community Development on page 73; \$80,000 for downtown improvements she did not feel that was needed. City Manager Norman-Vacha explained the revitalization study outlines the Capital Improvement Plan and it is Council decision when to spend funds. Vice Mayor Bradburn further elaborated the plan includes CIP projects along with other economy enhancing projects. Ms. Samples felt government does not create jobs people do. She also pointed out the Mosquito Control MSTU was recently implemented and impact fees would also be another fee citizens have to pay. She did not agree with elimination of fee waivers and suggested charging for water and sewer to mobile home parks. She indicated she would be meeting with the City Manager with her suggestions.

City Manager Norman-Vacha recapped that she will look at impact fee reimplemention, looking at fire assessment in full and the option of reduced implementation, water and sewer refinancing with the fees spread out over the life of the loan, Fund 309 Mobile Home Licenses and additional payments to the debt, which was briefly discussed.

She reminded Council there is reallocation of money for funding pavement management projects from the Red Light Camera fund to the Multi-Capital fund on Page 32, footnote 2.

She referenced the Fire Department to work on pension options.

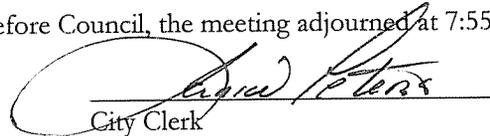
Mayor Johnston thanked Council Member Bernardini for bringing forward his recommendations. He felt the City does a lot more than police and fire such as water, wastewater, streets and the building department.

Council Member Hohn reviewed it is his one-year anniversary that he had brought up discussions of health insurance cost. He would rather revisit that than eliminate entire departments.

Vice Mayor Bradburn pointed out there has been a 49% decline in property revenue in four (4) years, coupled with Council's decision to lower millage over six (6) years.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 7:55 p.m.


City Clerk

Attest: _____

**CITY OF BROOKSVILLE
FIRST PUBLIC HEARING
FISCAL YEAR 2012-2013 BUDGET
CITY COUNCIL CHAMBERS
201 HOWELL AVENUE**

MINUTES

SEPTEMBER 12, 2012

6:30 P.M.

Brooksville City Council met in regular session with Mayor Joseph E. Johnston, III, Vice Mayor Lara Bradburn, Council Members Joe Bernardini, Frankie Burnett and Kevin Hohn present. Also present were Robert Battista, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Jim Delach, Assistant Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Times and Hernando Today were also present.

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

PUBLIC HEARING - PRESENTATION OF PROPOSED BUDGET FOR FISCAL YEAR STARTING OCTOBER 1, 2012

City Clerk Peters read the Public Announcement into the record.

Public Announcement - Ad Valorem Tax Rate (TRIM Notice)

Pursuant to Section 200.069, F.S., "Notice of Proposed Property Taxes" (TRIM NOTICE) the proposed ad valorem rate for the Fiscal Year 2012/13 was advertised to be a maximum of 7.5000 mills. This millage rate would be a 13.92% increase over the current year's rolled-back rate of 6.5834mills. After reviewing revenue projections and proposed expenditure levels for the 2012/13 Fiscal Year, the General Fund budget is balanced at a proposed rate of 6.5834 mills, which is 00.00% less than the current year's rolled-back rate.

Proposed FY2012/13 Budget

Review proposed budget and points of discussion.

City Manager Norman-Vacha reviewed that Council has been presented with several options regarding the Fire Assessment levels which will change the unallocated reserves. She also reviewed that unfinished discussions from previous workshops is also included in the budget packet.

Regarding the refinancing of the City's current debt, Mr. Adam Horn, of SunTrust was on hand to answer any questions. He advised the initial figures had an error and presented savings for the refunding of the current bonds at \$410,000. He proposed shortening the amortization of one loan to 15 years, which will save about \$1,000,000. Vice Mayor Bradburn asked was the error found in penalties. Mr. Horn clarified it did not apply to this transaction but was built into the model designed for preparing bond issuances as additional costs for escrows.

Council Member Hohn asked Mr. Horn is money at an all-time low cost. Mr. Horn stated recently there have been historical low rates and variables fluctuate rates for various reasons. Cost of funds has changed for banks over several years due to regulatory changes. He could not guarantee the rates would continue to stay low and advised consulting an economist.

Vice Mayor Bradburn confirmed the City has a good rating and asked what the debt ceiling would be to harm that rating. Mr. Horn indicated he did not put together an analysis on that issue but it would be

FIRST BUDGET HEARING MINUTES – SEPTEMBER 12, 2012

based on what the rating agencies are using for their models. He advised taking existing debt and better managing it to reduce overall debt service and retiring it early is favorable to a rating agency.

Council Member Hohn asked is the City nearing the threshold of its credit rating being changed. Mr. Horn stated that was not considered given that they were not looking at issuing additional debt.

Council Member Hohn asked what the rates are on the three (3) General Fund loans. Mr. Horn reviewed the largest loan was in 2011 and had current rates and a 1% prepayment penalty. He advised there would be no cost savings to restructure it. Restructuring the two (2) smaller General Fund loans by reducing the rate for savings may offset the cost of issuance.

Vice Mayor Bradburn asked how long it would take to restructure the loans. Mr. Horn advised the proposal has been completed so it could be converted to a commitment quickly should Council support moving ahead with SunTrust. Vice Mayor Bradburn indicated she favored a motion to amend Monday's agenda accordingly at the end of this meeting.

Mr. Horn stated built into the analysis is the cost of issuance to be financed and amortized at the term of the loan as opposed to an upfront cost for the City. It includes an estimated quote of \$20-25,000 in legal fees for drafting the documents and a \$10,000 related fee.

City Manager Norman-Vacha also recognized SunTrust local representative Steve Emerson as being present.

Mobile Home Licensing

City Attorney Battista advised no final answer has been received regarding this issue. City Manager Norman-Vacha advised a final conclusion will be provided for the final budget hearing.

Council Member Hohn asked about the \$20,000 payment allocation. City Manager Norman-Vacha advised there is a penalization for early payment of that loan and suggested the practice be stopped.

Fire Assessment

City Attorney Battista advised there was no opposition filed with the courts either for methodology or amount. City Manager Norman-Vacha advised the budget reflects the \$600,000 assessment at 95% revenue calculation (\$570,000) but provided other options for Council to consider as outlined in the attachment.

Vice Mayor Bradburn pointed out the proposal for the Fire Assessment at \$600,000 would bring the millage rate down to 6.5834 mils as promised. Only four (4) people in the entire City opposed the plan.

Council Member Burnett agreed with Vice Mayor Bradburn but felt Council will have to eventually increase the millage rate to maintain its infrastructure. He advised \$600,000 can be assessed this year but that can change from year-to-year.

Mayor Johnston asked for public input; there was none.

Florida Retirement System

Council Member Bernardini asked the status of State court challenge to the 3% employee retirement contribution and where would it get paid back from. Council Member Hohn and Mayor Johnston felt it should be from the State of Florida. Vice Mayor Bradburn confirmed this has been priority for the

FIRST BUDGET HEARING MINUTES – SEPTEMBER 12, 2012

Florida League of Cities and the Association of Counties.

Overall Budget

Vice Mayor Bradburn commended the City Manager for proposing the lowest General Fund budget since Fiscal Year 2000. However, the budget contains no Capital Improvements. She referenced the Pavement Management Program and pointed out roadway projects would require \$18-25,000,000 to complete. She reviewed various areas of the budget that have been reduced over the past five (5) years; technology has been improved; and public and private partnerships have saved money. These economic challenges have forced the City to get to where it should have been a decade ago. She pointed out among the challenges have been improvements to sewer lines, getting the Police Department accredited, implementing curbside recycling at no cost to residents.

She would like to move forward with the Community Redevelopment Area Capital project funding with the understanding that they are subject to change pending finalization of the list.

She did not support Council Member Bernardini's proposal of abolishing Fire, Police and Parks. She did support upholding the Fire Assessment Resolution for \$600,000.

She supported reinstatement of \$7,000 for fee waivers contingent upon approving a methodology by the first of the year on how the money will be allocated with an economically driven policy for distribution.

She felt a part-time temporary position is needed to address right-of-way, ditch and drainage maintenance at a cost of \$14,500 allocated from the red light camera fund due to public safety issues.

Council Member Burnett recommended consideration of hiring college students in the summer for cleaning ditches thereby encouraging them to stay in school.

Vice Mayor Bradburn supported a minimum rollback rate of 6.583 mills but preferred 6.6 mills to buffer reserves.

Council Member Bernardini clarified that his recommendations for cutting the budgets were options he has heard over the years, not necessarily his preferences. He stated it was his suggestion to eliminate the Cemetery but the savings are minimal. Council Member Burnett did not support eliminating the cemetery due to low cost and benefit of its beauty.

Ad Valorem Tax Rate for Fiscal Year 2012/13

Consideration of establishing ad valorem tax rate.

Mayor Johnston asked for motions from Council.

Motion:

Motion was made by Council Member Hohn for a 6.5834 millage with a \$400,000 Fire Assessment. Motion died for lack of a second.

He supported 12% in total reserves including vehicle replacement and felt it is more than adequate in today's economy.

Motion:

Motion was made by Vice Mayor Bradburn for approval of a 6.6 mills with a \$600,000 Fire Assessment. Motion died for lack of a second.

FIRST BUDGET HEARING MINUTES – SEPTEMBER 12, 2012

Motion:

Motion was made by Council Member Burnett for a 6.5834 millage with a \$500,000 Fire Assessment. Motion died for lack of a second.

Motion:

Motion was made by Vice Mayor Bradburn for a 6.5834 millage with a \$600,000 Fire Assessment. Motion died for lack of a second.

She asked why no one supports a Fire Assessment of \$600,000 after it was not challenged by the public. Council Member Hohn felt it was not needed when there is hundreds of dollars in reserves. Vice Mayor Bradburn felt if vehicle replacement money was raided it would be better used for infrastructure improvements. Mayor Johnston felt it is a new program and was more comfortable with starting at a lower rate to see how it works and its effects on taxpayers.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Hohn for a 6.6 millage with a \$400,000 Fire Assessment.

City Manager Norman-Vacha referenced her memorandum as presented with \$600,000 funding from Fire Assessment left a 3.1% in the General Fund alone coupled with the monies in Vehicle Replacement would leave 11.41% in overall reserves. This does not take into account the additional \$105,000 reserves that have been allocated within the 143 Fire Department Fund.

Mayor Johnston asked for Public Input.

Margaret Bloomquist of 4475 Hickory Oak Drive asked is the Fire Assessment for one year or is it ongoing. Mayor Johnston advised it is to be reviewed annually. She asked what efforts the City is making to increase the revenue base by encouraging new business or new housing. Mayor Johnston assured her Council is always looking for ways to accomplish that. Vice Mayor Bradburn felt there is a balance to get people to move to the City. She felt improving roads and ISO rating for the Fire Department are necessary to encourage new business and residential growth. She supported a 6.6 millage rate to maintain services and invest in the future.

Roger Elliot of 5401 Grand Summit Drive advised it is critical to assess what it costs to live here and keep those costs low. He recommended the City look at lease-back opportunities to sell its real estate. He also suggested lamp post signage, street light signage and parking lot signage with socially acceptable messages to raise a significant amount of revenue.

Motion carried 4-1 as follows:

Council Member Bernardini	Nay
Council Member Burnett	Aye
Council Member Hohn	Aye
Vice Mayor Bradburn	Aye
Mayor Johnston	Aye

Ordinance No. 832 - Recommended Budget for Fiscal Year 2012/13

Consideration of first reading of proposed budget effective October 1, 2012.

City Clerk Peters read Ordinance No. 832 by title, as follows:

AN ORDINANCE APPROPRIATING CERTAIN MONIES FOR THE GENERAL OPERATIONS OF THE CITY OF BROOKSVILLE, FLORIDA,

FIRST BUDGET HEARING MINUTES – SEPTEMBER 12, 2012

FROM ITS SEVERAL FUNDS FOR THE TWELVE MONTH PERIOD BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013.

City Manager Norman-Vacha asked if Council wanted to take funds from the Vehicle Replacement Fund 503.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Hohn for approval of Ordinance 832 with the millage set at 6.6 with a \$400,000 Fire Assessment and a reflection of fund balance at 3% funded from the Vehicle Replacement Fund and scheduling the second reading on September 26, 2012.

Motion carried 4-1 upon roll call vote, as follows:

Council Member Burnett	Aye
Council Member Hohn	Aye
Council Member Bernardini	Nay
Vice Mayor Bradburn	Aye
Mayor Johnston	Aye

Council consensus was to add refinancing of the bonds to the final budget hearing.

Motion was made by Vice Mayor Bradburn and seconded by Council Member Hohn for approval of \$7,000 for fee waivers contingent upon Council adopting a methodology for allotment. Mayor Johnston pointed out this motion would have to be taken at the next hearing since the previous motion had already passed.

Council Member Hohn suggested 90% of Red Light Camera revenue allocated to street repairs budget.

City Manager Norman-Vacha clarified bond monies for Capital Improvement is specific to water and sewer utilities.

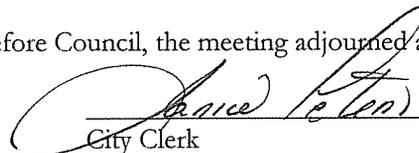
Council Member Bernardini commented on overall taxes and utilities being paid by citizens. He pointed out Capital Improvement has to be funded to attract residents and felt the past years of cutting the tax rate has not helped. He felt vacant and dilapidated buildings deter people from living here and strong code enforcement is essential.

Council Member Burnett advised looking forward there has to be creativity and innovation.

Mayor Johnston agreed and pointed out drainage and the study for streets is in place to address some issues.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:10 p.m.



City Clerk

Attest: _____
Mayor

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

September 17, 2012

7:00 P.M.

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

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

CITIZEN INPUT

Mayor Johnston asked for public input.

James W. Holland of 720 E. Martin Luther King, Jr. Boulevard commented on Brooksville Avenue and asked when it will be resurfaced. Mayor Johnston advised a contractor is assessing all the streets to report to Council to begin repairs in a proper manner.

CONSENT AGENDA

Minutes

November 1, 2010 Executive Session
Bond Safeguard Ins. Co.
Travelers Casualty & Surety Co. of America & Chubb Group Insurance Co.
December 6, 2010 Executive Session
Travelers Casualty & Surety Co. of America & Chubb Group Insurance Co.
Progress Energy – Public Service Tax
State of Florida Public Service Commission
Application of Skyline Utilities, LLC.
July 16, 2012 Regular Meeting
July 31, 2012 Budget Workshop & Special Meeting

Professional Services Special Master/Hearing Officer Contract

Consideration of renewal contract with Attorney Kenneth L. Warnstadt for Professional Services.

Vacuum Excavator Truck Purchase

Consideration of portable vacuum excavator purchase from Vermeer Southeast via the Florida Sheriff's Association bid for the amount of \$44,758.

Council Member Bernardini asked when the Vacuum truck would be available. Director Radacky advised it will be a quick order. He advised this type of truck is sized for a small city and he expects it to be used quite a bit.

REGULAR COUNCIL MEETING MINUTES – September 17, 2012

Vice Mayor Bradburn asked if there will be extra equipment with the truck and advised purchasing separately at a lower market cost. Public Works Director Radacky stated it is a basic piece of equipment and extra equipment will be purchased as needed.

Employee Group Insurance Coverage Renewal

Consideration for renewal of employee benefit insurance coverages for FY2012/13.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Hohn for approval of Consent Agenda. Motion carried 5-0.

REGULAR AGENDA

Sally Sperling, Chair of the Screening Committee, was not present so the Great Brooksvillian selection was moved to the end of the agenda pending her arrival.

Beautification Board Appointment

Consideration of student representative to fill a 1-year term of office (per Policy 4-2008) through September 17, 2013.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Burnett for approval. Motion carried 5-0.

Blueberry Festival Event

Update and presentation regarding the Blueberry Festival.

Blueberry Festival Committee President and Event Coordinator Michael Heard played a PowerPoint presentation for Council and gave an overview and reviewed the statistics of this year's event. The media campaign icon "Bo Revere" started with a suggestion from Robert Buckner. There was a fifteen (15) county-wide social media campaign. Beef O'Brady's corporate office helped launch the campaign with electronic flyers going to over 300,000 opted-in email customers. Visit Florida statistics show festival-goers plan their decision to attend an event two (2) weeks prior. The committee campaign started four (4) weeks prior to the festival. She reviewed the number of IPO addresses hitting the website increased leading up to the festival.

She indicated 1.4 million people conservatively were reached by television commercials outside Hernando County on Bright House Networks which she played during the presentation. Various magazines reached over 2.5 million readers in Hernando, Pasco, Citrus, Hillsborough, Pinellas, Sumter and Sarasota Counties such as Healthy Living and Tampa Bay Magazine. Friendly Kia helped with purchase of trunk ads. There were banner ads on Tampa Bay Magazine and Tampa Bay Times websites with a 4.9% response. She played ads that were cast on various local radio stations. There were seventeen (17) billboards in total sponsored by Jet Blue Airline. An electronic billboard on I-4 reached over a million people per day.

During the festival there were 4,000 parade programs, 30,000 event napkins and 200 local posters throughout the community. There were also bus banners. Kia did another \$100,000 worth of advertising through their ad campaign throughout the Tampa Bay area. There was a moving billboard on the "Blueberry Car". Southern Living magazine ran an ad for the Blueberry Festival without even being asked.

Tampa Bay Magazine did a three (3) page follow-up article on the festival and indicated they will be a part of the program again next year.

REGULAR COUNCIL MEETING MINUTES – September 17, 2012

The total economic impact was \$1,700,000 by an estimated 40,000 people in attendance; 313 rooms at \$75/ nights for a total of \$23,475. The in-state attendees were approximately 25,000 for a total of \$1,250,000. The sales tax impact had an increase of \$369,000.

Community feedback was very positive and downtown merchants experienced record days. The festival committee partnered with many 501C-3 organizations. The exposure was immeasurable for Brooksville as the Hernando County seat and dollars spent in marketing were invaluable.

She thanked sponsors and volunteers and asked Mayor Johnston to draw names from the list of volunteers to award four (4) round trip tickets donated by Jet Blue Airlines. The winners were Marty Rittinger, Sue Rupe, Kathleen Hudak and Mike Walker who asked that another name be drawn, which was Vicki Chandler.

She concluded this event could not have been done without volunteers for the betterment of Brooksville and to bring recognition to the City. She had anticipated higher revenue for parking and there was a high cost for transportation.

Michael Morgan of Boy Scout Troop #71 felt the price for booths was high for local farmers and asked would the cost decrease for next year. Ms. Heard indicated the price for booths will not go down because there is a very limited revenue stream for the festival. She stated there has already been a good response for booth rentals for next year.

Vice Mayor Bradburn felt the economic impact was twice as much as what Ms. Heard reported. She felt the positive exposure for Brooksville would help in the years to come. She commended the various groups of volunteers such as Boy Scouts, all major civic groups and various individuals. She also commended Ms. Heard for heading up the event with her time and energy.

Ms. Heard explained she used lower figures because there is no way to calculate an exact number in attendance and only used statistics, but felt there were at least 40,000. Vendor numbers determined prices for next year. She felt the festival will grow in the coming years and a marketing plan is very important to have. She stated shutting down State roads for forty-eight (48) hours was a huge accomplishment. She announced May 3rd, 4th and 5th, 2013 is the date of the next event. There will be a “Blueberry Bash” on April 27th with fireworks, a headliner band and food trucks.

Council Member Bernardini wanted to know what the event actually cost the City. Ms. Heard advised she will put together numbers and get back to him. The event raised \$564,000 and the cost was about the same amount.

SunTrust Bank Loan to Refund/Refinance Certain Water and Sewer Debt

Consideration of proposal provided by SunTrust to refund/refinance certain Water and Sewer Debt.

Council was assured no conditions changed since the workshop.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Hohn for approval. Motion carried 5-0.

Great Brooksvillian Selection

Review of Screening Committee recommendations and selection of the 2012 Great Brooksvillian recipient.

Mayor Johnston read the nominees submitted for this year and recommendations of the screening committee.

REGULAR COUNCIL MEETING MINUTES – September 17, 2012

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Bernardini for approval the Screening Committee recommendation of Julia Jinkens. Motion carried 5-0.

CITIZEN INPUT

Mayor Johnston asked for public input.

Kojack Burnett congratulated Julia Jinkens for nomination. He announced Council Member Burnett's birthday is on September 26th.

ITEMS BY COUNCIL

Joe Bernardini, Council Member

Recycling

Council Member Bernardini asked is junk mail included with newspapers for recycling and asked that it be clarified on the next flyer.

Vice Mayor Bradburn advised office paper recycling yields a higher return and asked is that sorted. City Manager Norman-Vacha indicated all City offices have yellow bins for office paper recycling.

Council Member Bernardini asked about recycling campaign signs. Vice Mayor Bradburn advised she wrote a bill that was signed by Governor Bush to recycle campaign signs but unfortunately the legislature did not renew that program. She felt it will be put back into place with the incoming legislative session.

Frankie Burnett, Council Member

Sarah F. Davis Road Renaming

Council Member Burnett thanked the City Manager and staff for their efforts in honoring Ms. Davis. He pointed out repaving of streets and resolving the drainage problem in South Brooksville was noticed during the Monday morning ceremony.

Commendation to City Council Members and City Staff

He commended his fellow members on productive budget meetings. He also thanked the City Manager and her staff for all they do on a daily basis.

Kevin Hohn, Council Member

First Tee Program

Council Member Hohn advised the next First Tee class started today which teaches life values similar to the Boy Scouts. He advised the Kiwanis Club is hosting a golf tournament at Southern Hills Plantation on Thursday at 10 a.m. which will benefit the First Tee program and other children's groups. The ages are 6-14 for the First Tee program.

Lara Bradburn, Vice Mayor

Boy Scouts

Vice Mayor Bradburn asked the leader of the Boy Scouts that was present to speak about their Troop.

REGULAR COUNCIL MEETING MINUTES – September 17, 2012

Troop 71 Merit Badge Counselor Draven Dixon stated as part of citizenship the boys are earning their merit badges by going to a local board meeting to understand how the government process works. Present was Michael Thompson, Jessie, Jimmy Thompson, Lathan Dixon, Senior Patrol Leader Jessie Morgan, Reed Morgan, Jake McKay, Joshua Colling and Shawn Maguire.

T. Jennene Norman-Vacha, City Manager

Upcoming Meetings

City Manager Norman-Vacha announced the Final Budget Hearing is scheduled for September 26th at 6:30 p.m. She asked to establish a workshop on Tuesday, November 13th at 6:30 p.m. to continue discussions on pension planning. Council concurred.

Robert “Butch” Battista, City Attorney

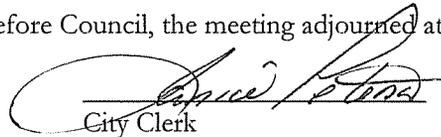
Fire Assessment Resolution

Attorney Battista updated Council on the proposed resolution. He indicated he will need assistance from the firm that developed the numbers in the initial resolution passed earlier this year to adjust the assessment roll accordingly. With Council approval, a proportional deduction of part A and part B will be done as a concept. City staff will be trained on the software program by Bryant, Miller and Olive.

Mayor Johnston concurred. He suggested time during the summer in future years to set the level. City Manager Norman-Vacha explained it will be part of the budget process to go on the TRIM notice.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 7:53 p.m.


City Clerk

Attest: _____
Mayor



**CONSENT AGENDA
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL
VIA: T. JENNENE NORMAN-VACHA
CITY MANAGER 
FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR 
SUBJECT: WITHLACOOCHEE REGIONAL PLANNING COUNCIL (WRPC)
AGREEMENT FOR PROFESSIONAL SERVICES - ANNUAL RENEWAL
DATE: OCTOBER 3, 2012

GENERAL SUMMARY: Attached is the proposed annual professional/planning services agreement between the City and the WRPC. The agreement provides for the City to obtain services from the WRPC as may be needed throughout the fiscal year. As stated in Mr. Moehlman's transmittal letter (attached), the proposed agreement is essentially the same as last year's agreement.

The WRPC has assisted the City in the past through this professional/planning services agreement with several projects related primarily to comprehensive planning. No services are currently being provided to the City by the WRPC under this agreement.

BUDGET IMPACT:  There is no budget impact by entering into and signing the agreement. An impact may only occur if the City solicits specific services from the WRPC that would trigger the provisions of the agreement. No plans are currently in place to utilize the WRPC for services during the 2012-2013 fiscal year.

 **LEGAL NOTE:** The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take action on matters of business and fiscal benefit.

STAFF RECOMMENDATION: Approve the contract as presented and authorize the Mayor to execute.

ATTACHMENTS: 1. Moehlman-to-Norman-Vacha letter dated 09/24/2012
2. Proposed Agreement for Professional Services

MICHAEL R. MOEHLMAN
EXECUTIVE DIRECTOR

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

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



OFFICERS

DENNIS DAMATO
CHAIR

MARTHA HANSON
VICE-CHAIR

JAMES ADKINS
SECRETARY

September 24, 2012

Jennene Norman-Vacha, City Manager
City of Brooksville
201 Howell Ave.
Brooksville, FL 34601-2041

Dear Ms. Norman-Vacha:

Enclosed please find two original copies of contracts for renewal of the City of Brooksville's service agreement with the Withlacoochee Regional Planning Council; the agreement is for services needed through September 30, 2013. Once the contract has been approved by the appropriate authority, please return one fully-executed copy for our files.

The agreement is essentially the same as the one for the fiscal year ending September 30, 2010; the contract imposes no retainers and all services are performed only on written request.

Please telephone if you have any questions.

Sincerely,

Michael R. Moehlman
Executive Director

MRM:bjf

Enclosures

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF BROOKSVILLE
AND THE
WITHLACOOCHEE REGIONAL PLANNING COUNCIL**

THIS AGREEMENT, made and entered into by and between the City of Brooksville hereinafter referred to as "Local Government," and the Withlacoochee Regional Planning Council, hereinafter referred to as "Council."

WITNESSETH:

WHEREAS, the Local Government desires to engage the Council to render professional planning services in connection with an undertaking which is to be financed by the Local Government;

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained to be complied with by the parties hereto, the parties hereto contract and agree as follows:

1. Performance of Service: Local Government hereby contracts and agrees to engage Council to perform such services on behalf of Local Government as provided for in Exhibit "A" attached hereto and made a part hereof, and to compensate Council for its performance of said services as provided for in paragraph 4 and Exhibit "B" herein. Said services shall be scheduled and arranged in accordance with the provisions of Exhibit "A".
2. Area Covered: Council shall perform its services as provided for in Exhibit "A" attached hereto in connection with and respecting the following area or areas, herein called the "service area." Said service area being that area contained within the municipal limits of the City of Brooksville.
3. Contract Period: (See Paragraph 6).
4. Compensation and Method of Payment: Council shall be compensated for the services it renders to Local Government as provided for herein in accordance with the schedule provided for in Exhibit "B" (Payment Schedule) attached hereto and made a part hereof. Council shall submit invoices to the Local Government in accordance with the Payment Schedule provided for in Exhibit "B" attached hereto which shall be due and payable by Local Government upon their receipt of same. The parties hereto understand and agree that the payment to Council by Local Government shall be in accordance with the provisions of Exhibit "B" attached hereto, and that Local Government at the expiration of the term of this AGREEMENT shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the professional services; said direct costs and expenses shall include time of personnel, travel, and associated costs.
5. Council Coordination: The Council shall maintain a close working relationship with the Local Government. The Council shall coordinate with the city's Community Development Director, who shall be designated as the Program Coordinator with the Council throughout the contract period.
6. Duration and Termination: It is mutually agreed that this agreement shall commence October 1, 2012 and continue through September 30, 2013. However, this AGREEMENT may be terminated subject to the terms of the AGREEMENT. It is mutually agreed that each of the parties shall have, and there is hereby reserved to each party the absolute right to cancel and annul this AGREEMENT at any time

upon thirty (30) days written notice to the other party. In the event of termination of this AGREEMENT, all finished and unfinished research, prepared by the Council under this AGREEMENT shall be made available to the Local Government. The Local Government shall be billed for all costs incurred for services provided by the Council after the termination of this AGREEMENT.

7. Contract Modification: Local Government and the Council shall mutually agree upon any extension of or revision, modification, or addition to this AGREEMENT and/or any provisions of Exhibit "A" all of which extensions, revisions, modifications and additions shall be in writing and signed by the parties. Upon the decision to modify this AGREEMENT, a mutually agreeable fee for the performance of the modified services shall be negotiated and agreed upon by the parties hereto in writing.

IN WITNESS WHEREOF, the Local Government and the Council have executed this AGREEMENT the day and year first above written.

Witnesses:

City of Brooksville

DATE: _____

ATTEST:

BY: _____

City Clerk

Mayor
Title

Withlacoochee Regional Planning Council

Witnesses:

DATE: September 24, 2012

Blenda J. Roberts

BY: Michael R. Moehlman

BJ Fowler

Michael R. Moehlman, Executive Director
Title

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

City Attorney

EXHIBIT "A"

Task I: General services to be provided by the Council

The following services are to be provided by the Council as requested by the Local Government:

1. Attend Local Government's planning and zoning board meetings when requested in advance by the Local Government.
2. Provide professional planning products, advice and comments on planning and land development regulation matters as requested by the Local Government.
3. Review, and provide comments and/or products on other matters requiring professional planning expertise as requested by Local Government.

Task II: Requests for attendance at meetings and review of matters mentioned under Task I

1. With regard to Exhibit "A", Task I(1), sufficient advance notification shall be understood to mean a period of not less than ten (10) working days prior to said meeting.
2. With regard to Exhibit "A", Task I(2)(3), performance of services and work schedules shall be mutually agreed to by the Council and Local Government determinate upon type, amount, and complexity of service requested.
3. Requests for Planning Services and meeting attendance shall be submitted in written form for clarification purposes.

Task III: Requests for written work products and work product approval

1. When the services mutually agreed upon per Exhibit "A", Task II(2) require written work products, any preliminary draft versions of a written work product shall be furnished to the Local Government for review and comment. The Local Government shall provide comments on a preliminary draft version of a work product to the Council within fifteen (15) days (excluding weekends and holidays) of receiving the preliminary draft. These comments shall reflect any changes in the preliminary draft work product needed to create an acceptable and approvable final document by the Local Government. A final document product will be presented to the Local Government for review and approval incorporating any changes required by the Local Government after review of the preliminary draft(s).
2. The Local Government shall provide the approval of the final document product, in writing or by official action, within fifteen (15) days (excluding weekends and holidays.) After fifteen (15) days, if no refusal or approval is made, the Council shall consider the lack of refusal or approval to be an official approval. Local approval of the work product is independent of formal adoption of a work product by the Local Government and any approvals granted by any other agency.

EXHIBIT "B"

1. The Council shall be compensated for the actual costs of professional services rendered. Council shall submit monthly invoices to the Local Government in accordance with the actual costs incurred. The invoices shall be due and payable by the Local Government upon their receipt of same.
2. Direct Charges: The Local Government shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the planning services; said direct costs and expenses shall include but not be limited to time of personnel, supervision of personnel, travel, graphics, and reproductive costs.
3. Other Direct Charges (indirect) : Council shall also charge Local Government for indirect costs associated with the planning services. (depreciation, insurance, etc.)
4. Charges for personnel time shall be assessed at the most current hourly rate* schedule, to include salary and fringe benefits of staff involved. The following staff may work on the project. Other staff not listed may be required to work on the project.

Hourly Rate* Schedule (Effective October 1, 2012)

Planning Director	\$64
Senior Planner	\$42
Principal Planner	\$36
Secretarial (Average)	\$39

*Rate varies monthly because of paid leave time used.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

THE CITY OF BROOKSVILLE

AND THE

WITHLACOOCHEE REGIONAL PLANNING COUNCIL

THIS AGREEMENT, made and entered into by and between the City of Brooksville hereinafter referred to as "Local Government," and the Withlacoochee Regional Planning Council, hereinafter referred to as "Council."

WITNESSETH:

WHEREAS, the Local Government desires to engage the Council to render professional planning services in connection with an undertaking which is to be financed by the Local Government;

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained to be complied with by the parties hereto, the parties hereto contract and agree as follows:

1. Performance of Service: Local Government hereby contracts and agrees to engage Council to perform such services on behalf of Local Government as provided for in Exhibit "A" attached hereto and made a part hereof, and to compensate Council for its performance of said services as provided for in paragraph 4 and Exhibit "B" herein. Said services shall be scheduled and arranged in accordance with the provisions of Exhibit "A".
2. Area Covered: Council shall perform its services as provided for in Exhibit "A" attached hereto in connection with and respecting the following area or areas, herein called the "service area." Said service area being that area contained within the municipal limits of the City of Brooksville.
3. Contract Period: (See Paragraph 6).
4. Compensation and Method of Payment: Council shall be compensated for the services it renders to Local Government as provided for herein in accordance with the schedule provided for in Exhibit "B" (Payment Schedule) attached hereto and made a part hereof. Council shall submit invoices to the Local Government in accordance with the Payment Schedule provided for in Exhibit "B" attached hereto which shall be due and payable by Local Government upon their receipt of same. The parties hereto understand and agree that the payment to Council by Local Government shall be in accordance with the provisions of Exhibit "B" attached hereto, and that Local Government at the expiration of the term of this AGREEMENT shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the professional services; said direct costs and expenses shall include time of personnel, travel, and associated costs.
5. Council Coordination: The Council shall maintain a close working relationship with the Local Government. The Council shall coordinate with the city's Community Development Director, who shall be designated as the Program Coordinator with the Council throughout the contract period.
6. Duration and Termination: It is mutually agreed that this agreement shall commence October 1, 2012 and continue through September 30, 2013. However, this AGREEMENT may be terminated subject to the terms of the AGREEMENT. It is mutually agreed that each of the parties shall have, and there is hereby reserved to each party the absolute right to cancel and annul this AGREEMENT at any time

upon thirty (30) days written notice to the other party. In the event of termination of this AGREEMENT, all finished and unfinished research, prepared by the Council under this AGREEMENT shall be made available to the Local Government. The Local Government shall be billed for all costs incurred for services provided by the Council after the termination of this AGREEMENT.

- 7. Contract Modification: Local Government and the Council shall mutually agree upon any extension of or revision, modification, or addition to this AGREEMENT and/or any provisions of Exhibit "A" all of which extensions, revisions, modifications and additions shall be in writing and signed by the parties. Upon the decision to modify this AGREEMENT, a mutually agreeable fee for the performance of the modified services shall be negotiated and agreed upon by the parties hereto in writing.

IN WITNESS WHEREOF, the Local Government and the Council have executed this AGREEMENT the day and year first above written.

Witnesses:

City of Brooksville

DATE: _____

ATTEST: _____

BY: _____

CITY CLERK

Mayor
Title

Withlacoochee Regional Planning Council

Witnesses:

DATE: September 24, 2012

Glenda J. Roberts

BY: [Signature]

BJ Fowler

Michael R. Moehlman, Executive Director
Title

Approved as to Form for the Reliance of the City of Brooksville Only:

City Attorney

EXHIBIT "A"

Task I: General services to be provided by the Council

The following services are to be provided by the Council as requested by the Local Government:

1. Attend Local Government's planning and zoning board meetings when requested in advance by the Local Government.
2. Provide professional planning products, advice and comments on planning and land development regulation matters as requested by the Local Government.
3. Review, and provide comments and/or products on other matters requiring professional planning expertise as requested by Local Government.

Task II: Requests for attendance at meetings and review of matters mentioned under Task I

1. With regard to Exhibit "A", Task I(1), sufficient advance notification shall be understood to mean a period of not less than ten (10) working days prior to said meeting.
2. With regard to Exhibit "A", Task I(2)(3), performance of services and work schedules shall be mutually agreed to by the Council and Local Government determinate upon type, amount, and complexity of service requested.
3. Requests for Planning Services and meeting attendance shall be submitted in written form for clarification purposes.

Task III: Requests for written work products and work product approval

1. When the services mutually agreed upon per Exhibit "A", Task II(2) require written work products, any preliminary draft versions of a written work product shall be furnished to the Local Government for review and comment. The Local Government shall provide comments on a preliminary draft version of a work product to the Council within fifteen (15) days (excluding weekends and holidays) of receiving the preliminary draft. These comments shall reflect any changes in the preliminary draft work product needed to create an acceptable and approvable final document by the Local Government. A final document product will be presented to the Local Government for review and approval incorporating any changes required by the Local Government after review of the preliminary draft(s.)
2. The Local Government shall provide the approval of the final document product, in writing or by official action, within fifteen (15) days (excluding weekends and holidays.) After fifteen (15) days, if no refusal or approval is made, the Council shall consider the lack of refusal or approval to be an official approval. Local approval of the work product is independent of formal adoption of a work product by the Local Government and any approvals granted by any other agency.

EXHIBIT "B"

1. The Council shall be compensated for the actual costs of professional services rendered. Council shall submit monthly invoices to the Local Government in accordance with the actual costs incurred. The invoices shall be due and payable by the Local Government upon their receipt of same.
2. Direct Charges: The Local Government shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the planning services; said direct costs and expenses shall include but not be limited to time of personnel, supervision of personnel, travel, graphics, and reproductive costs.
3. Other Direct Charges (indirect) : Council shall also charge Local Government for indirect costs associated with the planning services. (depreciation, insurance, etc.)
4. Charges for personnel time shall be assessed at the most current hourly rate* schedule, to include salary and fringe benefits of staff involved. The following staff may work on the project. Other staff not listed may be required to work on the project.

Hourly Rate* Schedule (Effective October 1, 2012)

Planning Director	\$64
Senior Planner	\$42
Principal Planner	\$36
Secretarial (Average)	\$39

*Rate varies monthly because of paid leave time used.



**AGENDA ITEM
MEMORANDUM**

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT: EPA BROWNFIELDS ASSESSMENT GRANT COOPERATIVE
AGREEMENT – GRANT #BF-95498012-0 FL**

DATE: OCTOBER 1, 2012

GENERAL SUMMARY/BACKGROUND: On November 28, 2011, the City Manager's office submitted a Brownfields Community-Wide Assessment Grant Proposal to the United States Environmental Protection Agency (EPA), Region 4. On June 6, 2012, EPA advised the City that it was selected as a recipient of a \$400,000 Brownfields Assessment Grant (being one of only four Florida cities to be named as a 2012 EPA grant recipient). In follow-up to this notification, the City was then required to submit an "Application and Work Plan" to EPA on June 20, 2012. On September 27, 2012, EPA sent a Notice of Award to the City along with a Cooperative Agreement that must be signed and returned to the EPA Region 4 office by October 18, 2012.

EPA Brownfields Assessment Grant funds may be used for community engagement and outreach, identification of priority sites, conducting Phase I and Phase II Environmental Site Assessments at priority sites that qualify, and conducting cleanup and redevelopment planning of assessed brownfield properties.

Though there are a variety of definitions for Brownfields, the EPA defines a "Brownfield Site" as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant." This definition does not say that the property is contaminated. The implication is that the site or area might be contaminated. Performing an environmental assessment is the first step in the process of redeveloping properties, many of which were formerly ignored, abandoned or underutilized due to perceived environmental problems or because of known past activities on the site that might have created environmental concerns. While cleanup of sites is the ultimate goal of Brownfields activities, the program itself is primarily designed to allow redevelopment and revitalization of community areas that have been abandoned by commerce and industry.

As a part of this grant program, EPA requires a strong commitment from its Grantees in providing community outreach. In its original proposal, the City committed to establishing a Brownfields Advisory Committee (BAC) to address a significant portion of this outreach commitment. The BAC is to be comprised of representatives from different community organizations (such as church or civic leaders), business owners and residents of the City. These community leaders and key stakeholders will actively participate in all aspects of the project, including identification and prioritization of sites

for assessment, communicating community concerns and needs, educating the community on the project's goals and progress, reviewing technical documents, providing input on redevelopment plans and generally providing guidance and advice throughout the project. To fulfill obligations associated with this grant program and its timeline, the City should immediately take steps towards establishing the BAC.

The City will need an environmental consultant to provide the expertise required to perform the very specialized and technical requirements of this grant program. To this end the City has initiated the "Request For Qualifications" (RFQ) process and received qualification statements from six firms who specialize in professional environmental consulting services. A staff review team is currently evaluating the RFQ's and plan to bring a recommendation back to the City Council for the selection of a consultant for this grant program at a later date.

BUDGET IMPACT: Funding for grant services will be provided through the EPA grant on a reimbursement basis. The Brownfields Assessment Grant project is included in the City's 2012/13 Budget as reflected in the Grant Revenue Account #144-000334-44500 (State/Other Grants), with Expenditures going through Account #'s 144-015-515-53400 (Other Contractual Services); 144-015-515-55210 (Operating Supplies); and 144-015-515-5400 (Travel & Per Diem). The Grant does not require any matching funds, however, City staff time associated with the administration and oversight of this grant program will be absorbed by the City. *AS*

RS **LEGAL NOTE:** The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take action on matters of fiscal benefit.

STAFF RECOMMENDATION: Staff recommends that the City Council authorize the signature and submittal of the U.S. Environmental Protection Agency Cooperative Agreement and further authorize staff to initiate the process for establishing a Brownfields Advisory Committee.

- Enclosures:**
1. U.S. Environmental Protection Agency Cooperative Agreement
 2. Manager to Council email dated June 6, 2012 & Hernando Today Article dated June 9, 2012

Attachment 1

U.S. Environmental Protection Agency
Cooperative Agreement

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 95498012 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 09/20/2012
		TYPE OF ACTION New	MAILING DATE 09/27/2012
		PAYMENT METHOD: ASAP	ACH# PEND
		Send Payment Request to: Las Vegas Finance Center	
RECIPIENT TYPE: Municipal		PAYEE:	
RECIPIENT: City of Brooksville 201 Howell Avenue Brooksville, FL 34601 EIN: 59-6000284		City of Brooksville 201 Howell Avenue Brooksville, FL 34601	
PROJECT MANAGER Bill Geiger 201 Howell Avenue Brooksville, FL 34601 E-Mail: bgeiger@cityofbrooksville.us Phone: 352-540-3810		EPA PROJECT OFFICER Barbara Caprita 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Caprita.Barbara@epa.gov Phone: 404-562-8415	EPA GRANT SPECIALIST Laura Fowler Grants Management Office E-Mail: fowler.laura@epa.gov Phone: 404-562-8427
PROJECT TITLE AND DESCRIPTION Brownfields Assessment and Cleanup Cooperative Agreements This action approves an award in the amount of \$400,000 to the City of Brooksville, Florida to conduct community-wide assessments at Brownfields sites potentially contaminated with hazardous substances and/or petroleum products. These funds can also be used for the development of a site inventory, to prioritize sites and conduct Phase I and/or Phase II assessments along with public outreach, community involvement, and clean up/reuse planning activities.			
BUDGET PERIOD 10/01/2012 - 09/30/2015	PROJECT PERIOD 10/01/2012 - 09/30/2015	TOTAL BUDGET PERIOD COST \$400,000.00	TOTAL PROJECT PERIOD COST \$400,000.00
NOTICE OF AWARD			
Based on your application dated 06/20/2012, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$400,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$400,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS U.S. EPA, Region 4 Resource Conservation and Recovery Act Division 61 Forsyth Street Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Shirley White Grayer - Grants Management Officer			DATE 09/20/2012
AFFIRMATION OF AWARD			
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION			
SIGNATURE	TYPED NAME AND TITLE Bill Geiger, Director, Community Development Dept		DATE

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 400,000	\$ 400,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 400,000	\$ 400,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 101(39) CERCLA: Sec. 104(k)(2)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1204VT2025	12	E4	04V2AG7	301D79	4114	G400NY00		200,000
-	1204VT2025	12	E4	04V2AG7	301D79XBP	4114	G400OR00		200,000
									400,000

Budget Summary Page: Florida Brooksville Assessment

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$15,000
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$381,000
7. Construction	\$0
8. Other	\$4,000
9. Total Direct Charges	\$400,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$400,000
12. Total Approved Assistance Amount	\$400,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$400,000
15. Total EPA Amount Awarded To Date	\$400,000

Administrative Conditions

1. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=701081165f70316effa8ebf67df73de0&rqn=div5&view=text&node=2:1.2.11.11.2&idno=2>.

2. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

3. LOBBYING AND LITIGATION

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

4. LOBBYING

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

5. MANAGEMENT FEES AND SIMILAR CHARGES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

6. RECYCLING

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

7. UNLIQUIDATED OBLIGATIONS

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/financeservices/forms.htm>. All FFRs

must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Parkway, Building C, Room 503, Las Vegas, NV 89119, or by Fax to: 702-798-2423 or by email to LVFC-grants@epa.gov.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

8. EPA PARTICIPATION

This award and the resulting ratio of funding is based on estimated costs requested in the application. EPA participation in the final total allowable program/project costs (outlays) shall not exceed the statutory limitation (**100%**) of total allowable program/project costs or the total funds awarded, whichever is lower.

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONDITION FOR non-SRF RECIPIENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Florida Department of Environmental Protection** as follows:

	MBE%	WBE%
Construction	9.0%	3.0%
Supplies	9.0%	3.0%
Services	9.0%	3.0%
Goods/Equipment	9.0%	3.0%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Florida Department of Environmental Protection**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically

feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31st and September 30th for:

Recipients of financial assistance agreements that capitalize revolving loan programs (CWSRF, DWSRF, Brownfields); and

All other recipients not identified as annual reporters (40 CFR Part 30 and 40 CFR Part 35, Subpart A and Subpart B recipients are annual reporters).

The reports are due within 30 days of the end of the semiannual reporting periods (April 30th and October 30th). Reports should be sent to Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

10. SUSPENSION AND DEBARMENT

Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access suspension and debarment information at <http://www.sam.gov>. This system allows recipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

11. SINGLE AUDIT ACT

In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor, if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit the SF-SAC and a Single Audit Report Package. The recipient MUST submit the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>

12. TRAFFICKING IN PERSONS

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient

- that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our Agency at 2 CFR 1532.
- b. Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 1532
- c. Provisions applicable to any recipient.**
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:**
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for profit organization.
 - 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

13. SUBAWARD REPORTING AND COMPENSATION

- a. Reporting of first-tier subawards.
 - 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).
 - 2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - 3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.
- b. Reporting Total Compensation of Recipient Executives.
 - 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration Central Contractor Registration/System for Award Management profile available at www.sam.gov.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

i. in the subrecipient's preceding fiscal year, the subrecipient received—
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. subawards, and
- ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a

non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans* . This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified* .

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

14. Central Contractor Registration and Universal Identifier Requirements.

A. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

15. REIMBURSEMENT LIMITATION

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

16. PRE-AWARD COSTS APPROVED

Costs incurred prior to the date of award as specified in the approved application and workplan are hereby authorized. The pre-award costs included in the application and workplan are necessary to complete the project and would otherwise have been authorized.

17. PROCUREMENT

The cost of professional services contracts and/or small purchases procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any procurement action(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement actions under this assistance agreement in compliance with 40 CFR 31.36(b)-(k). The recipient may follow their own procurement procedure which may reflect compliance with applicable State and Local laws, regulations, ordinances, etc., provided that all procurement actions comply with the minimum standards for procurement under assistance agreements per 40 CFR 31.36. The recipient agrees to submit to EPA for pre-award and/or post award review procurement documents including, but not limited to: selection procedures, invitations for bids, independent cost estimates, requests for qualifications and/or proposals, evaluation methodology and results, memorandum of review or negotiation, cost and/or price analysis, proposed contract documents (prior to execution), disadvantaged business enterprise documentation, etc.

Programmatic Conditions

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term “assessment” includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfields sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2011 competition for Brownfields assessment cooperative agreements. However, the CAR may not expend (“draw down”) funds to carry out this agreement until EPA’s award official approves the final work plan.
- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.
- c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA’s Project Officer if there are unique circumstances (i.e. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

1. a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR’s work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in §101(39) of CERCLA, the identity of the owner, and the date of acquisition.
 - b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR must provide information sufficient for EPA to make a property-specific funding determination. The CAR must provide sufficient information on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
2. a. For any petroleum contaminated brownfield site that is not included in the CAR’s EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which attests (see the latest version of EPA’s *Proposal Guidelines for Brownfields Assessment Grants* for discussion of

this element) documenting that:

- (1) A State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
- (2) The State determines there is "no viable responsible party" for the site;
- (3) The State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- (4) The site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.

- b. Documentation must include: (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that: (1) the site is of relatively low risk, (2) there is no viable responsible party, and (3) the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
- c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Prior to incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA PO or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement is in place.
3. Assessment funding for any eligible brownfield site may not exceed \$200,000 unless a waiver has been granted by EPA. Following a granted waiver, funding is not to exceed \$350,000 at the site subject to the waiver.

B. Substantial Involvement

1. The U.S. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by the U.S. EPA generally includes administrative activities such as: monitoring; reviewing project phases; and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subgrant for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subgrantee from using EPA funds to assess a site for which the subgrantee is potentially liable under §107 of CERCLA. (See Section II.C.3 for more information on subgrants.)
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. EPA may waive any of the provisions in term and condition II.B.1., with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA §128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any Federal statute.
 - b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.

- c. The CAR and its subgrantees remain responsible for incurring costs that are allowable under the applicable OMB Circulars.
3. *The CAR will provide project updates to the State Brownfields or Voluntary Cleanup Program (VCP) contact on a regular basis.*
 - a. *The CAR will make the State aware of all site-specific Phase II assessment activities to be initiated.*
 - b. *The CAR will provide the State an opportunity to review and comment on all technical reports, including QAPPs, sampling plans, ABCAs, cleanup plans, and other technical reports.*
 - c. *States should also be involved in any site eligibility determinations.*

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors are consistent with the terms and conditions of this agreement.
3. Subgrants are defined at 40 CFR 31.3. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.
4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the \$200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding \$200,000. In no case may EPA funding exceed \$350,000 on a site receiving a waiver.
5. *Cooperative Agreement Recipients expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.*

D. Quarterly Progress Reports

1. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. A narrative summary of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the quarter, a description of problems encountered that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
 - b. An update on project schedules and milestones.
 - c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
 - d. A budget recap summary page with the following headings: (A) Current Approved Budget; (B) Costs Incurred this Quarter; (C) Costs Incurred to Date; and (D) Total Remaining Funds.
 - e. *If applicable, quarterly reports must provide separate accounting of costs incurred at hazardous substances brownfields sites and petroleum-only brownfields sites.*
2. *Recipient quarterly reports must clearly identify which activities performed during the reporting period undertaken with EPA funds, and must relate EPA-funded activities to the objectives and milestones agreed upon in the work plan.*
3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
4. *In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.*

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

2. The CAR must obtain approval from the EPA Project Officer before expending cooperative agreement funds to purchase adequate computer supplies to complete on-line reporting activities.

F. Final Report

The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA 104(k);
 - b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA 104(k);
 - c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III. B.
 - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable under III. B. 2.; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments only.** If included in the EPA approved work plan, no more than 10% of the funds awarded by this agreement may be used by the CAR itself for monitoring of health and institutional controls. The CAR must maintain records on funds that will be used to carry out the tasks as identified in the work plan.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);
 - c. Job training unrelated to performing a specific assessment at a site covered by the grant;
 - d. To pay for a penalty or fine;
 - e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - f. To pay for a response cost at a brownfields site for which the recipient of the grant or subgrant is potentially liable under CERCLA §107;
 - g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - h. Unallowable costs (e.g., lobbying and fund raising) under applicable OMB Circulars.
2. Under CERCLA 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under applicable OMB Circulars.
 - a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.
 - b. Ineligible grant administration costs include direct costs for:
 - (1) Preparation of applications for Brownfields grants;
 - (2) Record retention required under 40 CFR 31.42;

- (3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 31.32 and 31.33;
- (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30;
- (5) Maintaining and operating financial management systems required under 40 CFR 31;
- (6) Preparing payment requests and handling payments under 40 CFR 31.21;
- (7) Non-federal audits required under 40 CFR 31.26 and OMB Circular A-133; and
- (8) Close out under 40 CFR 31.50.

3. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.
4. The CAR must not include management fees or similar charges in excess of the direct costs or at the rate provided for by the terms of the agreement negotiated with EPA. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs that are not allowable under EPA assistance agreements. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

C. Interest -Bearing Accounts and Program Income

1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.
2. The CAR must deposit advances of grant funds and program income (e.g., fees) in an interest bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.
 - b. Interest earned on program income is considered additional program income.
 - c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 40 CFR 31.21(f).

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.
2. **Quality Assurance Project Plan (QAPP):** *The CAR, or its service agent/contractor(s), must have an EPA approved QAPP in place before beginning each property specific field activity, funded wholly or in part by this agreement, that includes sampling and analysis of environmental media. The CAR should allow EPA adequate time (generally 45 days) for review and approval. The QAPP should be consistent with the EPA Region 4 "Brownfields Quality Assurance Project Plans (QAPPs) Interim Instructions: Generic QAPP and Site Specific QAPP for Brownfields Site Assessments and/or Cleanups," July 2010 and later revisions.*

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA §104(k)(2)(B)(ii) and CERCLA §101(35)(B), the CAR shall ensure that a "Phase I" site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E 1527-05 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule, "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content," (Publication Number: EPA 560-F-06-244). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.
2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officer as deliverables under this agreement must be accompanied by a completed "Reporting Requirements Checklist" that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.
 - a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of "**significant**" **data gaps** (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - *"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part."*
 - *"[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."*

Note: Please use either "I" or "We."
 - d. In compliance with §312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-05). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 40 CFR 31.43(a)(2). If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 40 CFR 31.43 and 2 CFR Part 180.

V. Conflict of interest: Appearance of lack of Impartiality

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:
 - (i) The affected party,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 40 CFR §31.50 following expiration of the term of the agreement or expenditure of the funds awarded and completion of the activities described in the EPA-approved work plan.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.
 - a. The CAR must submit the following documentation:
 1. The Final Report as described in II.F.
 2. A Final Federal Financial Report (FFR--SF425) to:

U.S. EPA Las Vegas Finance Center
4220 S. Maryland Pkwy, Bldg. C., Room 503
Las Vegas, NV 89119
Fax: (702) 798-2423

<http://www.epa.gov/ocfo/finservices/payinfo.htm>
Link to form: <http://www.epa.gov/ogd/forms/adobe/SF425.pdf>
 3. A Final MBE/WBE Report (EPA Form 5700-52A) to the regional office. You may access the form at: http://www.epa.gov/ogd/forms/adobe/5700_52a_sec.pdf
 - b. The CAR must ensure that all appropriate data has been entered into ACRES.
 - c. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

Performance Reports

In accordance with 40 C.F.R. §31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

Sufficient Progress

EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.

Food Policy for Workshops/Conferences

Unless the event(s) and all of its components (i.e., receptions, banquets and other activities that take place after normal business hours) are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by

EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11) .

Attachment 2

City Manager to Council E-mail dated 6/6/12

&

Hernando Today Article dated 6/9/12

Bill Geiger

From: T. Jennene Norman-Vacha
Sent: Wednesday, June 06, 2012 7:01 PM
To: Joe Johnston; Lara Bradburn; Joe Bernardini; Kevin Hohn; Frankie Burnett
Cc: Marty Rittinger; Janice Peters; Kim Harsin; Lindsay Morgan; Telina Dowdell; Bill Geiger; George Turner; Mike Walker; Richard Radacky; Steve Baumgartner; Tim Mossgrove
Subject: FW: CORRECTION: EPA Awards City of Tampa and Brooksville a total of \$800,000 to Assess and Clean Up Cont
Attachments: EPA Brownfield award Tampa.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Mayor and Councilmen --

The City of Brooksville has been named as a recipient of a \$400,000 Brownfields Assessment Grant from the US Environmental Protection Agency (EPA) to assess both Hazardous and petroleum sites within the City. Although we have been named as a recipient (one of only four Florida cities for the 2012 EPA grant awards, including Tampa, Casselberry, Orlando, and us), the City must now submit an "Application and Work Plan" for approval of the grant.

Grant funds are to be used for community engagement and outreach, to identify priority sites, to conduct Phase I and Phase II Environmental Site Assessments at priority sites, and to conduct cleanup and redevelopment planning of assessed brownfield properties.

Congratulations to Richard Radacky and his team, along with Marty Rittinger that worked hard to put together a successful submission. Richard Radacky will serve as the Project Director of the grant, working with Bill Geiger and our very qualified Finance team and other key staff.

Please let me know if you have any questions or concerns.



T. Jennene Norman-Vacha

T. Jennene Norman-Vacha, City Manager

City of Brooksville

201 Howell Avenue • Brooksville, Florida 34601

(352) 540-3810 jnvacha@cityofbrooksville.us

<http://www.cityofbrooksville.us>

Please note: Florida has a very broad public records laws. Most written communications to or from local officials regarding city business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

-----Original Message-----

From: Barbara Caprita [<mailto:Caprita.Barbara@epamail.epa.gov>]

Sent: Wednesday, June 06, 2012 11:32 AM

To: Sego John R.; Ed Johnson; T. Jennene Norman-Vacha

Subject: Fw: CORRECTION: EPA Awards City of Tampa and Brooksville a total of \$800,000 to Assess and Clean Up Cont

Regards,

Barbara J. Caprita
US EPA Region 4
office: (404) 562-8415

-----Forwarded by Barbara Caprita/R4/USEPA/US on 06/06/2012 11:31AM -----

=====

To: Barbara Caprita/R4/USEPA/US@EPA, Ali Glisson <Ali.Glisson@ci.tampa.fl.us>, Michael Norman/R4/USEPA/US@EPA
From: James Pinkney/R4/USEPA/US@EPA
Date: 06/06/2012 11:30AM
Cc: Dee.Ann.Miller@dep.state.fl.us
Subject: Fw: CORRECTION: EPA Awards City of Tampa and Brooksville a total of \$800,000 to Assess and Clean Up Cont =====
FYI.

James Pinkney, Jr.
Public Affairs Specialist
U.S. Environmental Protection Agency, Region 4 Office of External Affairs
Phone: (404) 562-9183
Fax: (404) 562-8335
e-mail: pinkney.james@epa.gov

----- Forwarded by James Pinkney/R4/USEPA/US on 06/06/2012 11:29 AM -----

From: James Pinkney/R4/USEPA/US@EPA
To: James Pinkney/R4/USEPA/US@EPA
Date: 06/06/2012 11:16 AM
Subject: CORRECTION: EPA Awards City of Tampa and Brooksville a total of \$800,000 to Assess and Clean Up Cont

Contact Information: James Pinkney, (404) 562-9183, pinkney.james@epa.gov

(Atlanta - June 6, 2012) - U.S. Environmental Protection Agency (EPA) Regional Administrator, Gwen Keyes Fleming, will recognize the City of Tampa as the recipient of a \$400,000 multi-purpose pilot grant and the City of Brooksville, FL as a recipient of a \$400,000 assessment grant for cleanup and redevelopment of contaminated properties on Thursday, June 7, 2012.

The pilot Multi-Purpose grants, funded by EPA's Brownfields program, will help recipients to conduct assessments and cleanup activities, and secure funding to eliminate delays in moving from assessment to cleanup. The investments will continue to provide communities with necessary funding to help clean up America's land, boost local economies and create jobs while protecting public health.

Who: EPA Regional Administrator, Gwen Keyes Fleming, City of Tampa Mayor, Bob Buckhorn and City of Brooksville City Manager, Jennene Norman-Vacha
What: EPA Brownfields Grant Recognition to City of Tampa and City of Brooksville, FL.

When: Thursday, June 7, 2012 at 2:30 p.m.

Where: City of Tampa lot (across from Encore)

1103 N. Nebraska Avenue

Tampa, FL

*Inclement weather location

AMTRAK Lobby

601 N. Nebraska Avenue

Tampa, FL

Since inception in 1995, EPA's brownfields investments have leveraged more than \$18.3 billion in cleanup and redevelopment funding from a variety of public and private sources and have resulted in approximately 75,500 jobs. In 2012, EPA awarded \$69.3 million to 245 grantees in 39 states across the country to assess and clean up abandoned industrial and commercial properties.

More information on brownfields grants by state: http://cfpub.epa.gov/bf_factsheets/

More information on EPA's Brownfields program: <http://www.epa.gov/brownfields/>

#

<http://www2.hernandotoday.com/news/news/2012/jun/09/haobito1-epa-awards-city-400000-to-find-pollution-ar-413780/>



Published: June 09, 2012

[Home](#) / [news](#) /

EPA awards city \$400,000 to find pollution

By Jeff Schmucker

City officials are hopeful that a \$400,000 federal grant slated to be used for assessing potential contaminated properties will also help bring businesses to the community.

Earlier this week, the U.S. Environmental Protection Agency announced that Brooksville was one of four Florida cities to be awarded a grant to evaluate properties throughout the city that are suspected of being polluted.

City Manager Jennene Norman-Vacha said that with the money, officials can begin scheduling meetings with community "shareholders" to determine which properties should be evaluated first.

Once a property has been cleared as having no environmental hazards, she said that peace of mind could open the door for someone to purchase and use that land, whereas before, potential buyers might have been fearful to do so.

"There could be areas where no one wants to reinvest in because of concern or perception of contaminants left behind," Vacha said. "No one wants to purchase property only to find out that they're then responsible for cleaning up after the previous owner."

Vacha said there are obvious areas that might warrant review, such as any abandoned gas stations, land near the public works department and the abandoned juice processing plant on the corner of Main Street and Martin Luther King Jr. Boulevard.

However, she said community members will also have a say on where the city should look first.

According to the EPA website, other cities awarded assessment grants were Tampa and Orlando, which also received \$400,000. Casselberry received \$200,000 to clean up its police department property that was determined to be contaminated from a previous auto repair shop that occupied the site.

Vacha said that if any properties are found to be contaminated, city officials will again seek grant money from the EPA — similar to what Casselberry officials did.

In the meantime, Vacha said the meetings with community members will be scheduled, and city staff will create a plan to evaluate sites throughout Brooksville to send to EPA officials for approval.

"We're very excited about this grant," Vacha said. "This is something critical for the long-term health and viability of our community and helps us make way for possible redevelopment while also being good stewards to the environment."

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AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER *TJV*
SUBJECT: SPECIAL EVENT FEE WAIVER POLICY NO. 3-2012
DATE: OCTOBER 7, 2012

GENERAL SUMMARY/BACKGROUND: City Council adopted a budgeted amount of \$7,000 within its departmental budget for fiscal year 2012-13 for the availability of fee waivers for special City events. During the Final Budget Hearing, City Council indicated that a City policy governing the approval for City fee waivers was needed.

Staff has prepared a Special Event Fee Waiver Policy for your consideration. The draft Policy is provided as Attachment 1.

BUDGET IMPACT: The adoption of this Policy does not create a budget impact; however, if the Policy is adopted, subsequent Fee Waivers that would be approved by City Council would have an impact to the budget. Fee Waiver funding in the amount of \$7,000 is currently available within the General Fund budget for fiscal year 2012-13, line item 001-010-511-5901.

LEGAL REVIEW: The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes to consider matters of fiscal and intergovernmental benefit.

STAFF RECOMMENDATION: Staff recommends that the City Council review the attached Policy and provide any changes and/or correction for approval.

ATTACHMENT: Policy 3-2012

City of Brooksville
Policy No. 3-2012

Special Event Fee Waiver Policy

Section 1. Definitions

“Fee Waiver” is a waiver of city fees for providing a service or facility use.

“Special Event” is any private activity conducted wholly or partly on public property that requires the use of city services, such as closure of a street or park, or provision of traffic control, or other services. Special Event includes, but is not limited to, a parade, festival, exposition, show, sale, party, or other similar activity. Special Event also includes events on private or other public property for which the City provides services.

“Special Event Permit Fees” are based on the actual costs of the City providing the service requested, and may include personnel, benefit costs, facility fees and equipment costs.

Section 2. Special Event Fees and Waivers

- A. Fee Waiver funding is available as determined at the sole discretion of the City Council.
 - B. Applicants may request a full or partial Fee Waiver of Special Event Permit Fees. A request for a Fee Waiver must be submitted with a Special Event permit application. The City may, in its discretion, approve all, part, or none of a Fee Waiver request. The following will be considered in review of a request for a Fee Waiver:
 - 1. The event must be held within the city boundaries and is a benefit to the community.
 - 2. The event is open to the public. Preference will be given to those events where all or a majority of activities (75 percent or more) are available at no cost to attendees.
 - 3. The event is supported by business, community and service groups. Preference will be given to events that have been coordinated with and supported by business, community and service groups within the specific city area where the event will take place.
-

4. The event creates a positive impact for the city's citizens and/or local businesses.
 5. The event creates positive publicity for the city.
 6. The City will give greater consideration to those events with higher anticipated attendance.
 7. The City's cost of providing services for/to the event.
 8. Whether there are revenues that can be used to offset the impact of a Fee Waiver on the city's General Fund. The City Council will give greater consideration for those events that demonstrate that the Fee Waiver will allow the event to become more self-sustaining in future years.
 9. The City Council will give greater consideration to those events that promote education, public health, public safety or provide a service to mankind.
 10. Whether the event is operated by a non-profit organization.
- B. Unless waived, all fees required for the Special Event must be paid prior to the issuance of a permit. In no event, will the Fee Waiver be more than the City's cost of providing service for the event.

Section 3. Special Event Applications

- A. All persons who wish to conduct a Special Event must complete and submit an application form to the City Clerk. Event organizers should submit completed application no less than 30 days prior to event. Special Event application forms are available on the City's website at www.cityofbrooksville.us and in person from the City Clerk. Special Event permit applications shall be reviewed by the City Manager following the procedures and standards of this Policy. If a Fee Waiver is requested, the completed application and Fee Waiver request will be forwarded to the City Council for consideration.
- B. Applications deemed incomplete will be denied if details about the Special Event are insufficient for staff to properly analyze and determine the impact on city services, or if submitted with insufficient time to allow for city staff to

evaluate the impact and coordinate the city services required to allow the event to proceed.

- C. Applications must include evidence of compliance with required permits from other governmental agencies (e.g., health department, liquor license, etc.), as may be requested by the City.
- D. Special Event organizers will be required to maintain liability insurance for the event in an amount deemed acceptable by the City Manager, with the City named as an additional insured. Typical insurance requirements will include commercial general liability coverage in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Insurance must be placed with Florida admitted insurers rated B+ or better by A.M. Best's rating service. Documentation of insurance will be required at least three (3) business days prior to the event.
- E. The City Manager is delegated the authority to establish rules, procedures, and policies to implement and supplement this Policy and to develop application forms and other standard materials to be used in the application process.

Section 4. Approval/Denial of Special Event Permit

- A. The completed application will be reviewed by appropriate department directors. The applicant may be required to provide additional information. Denied applications may be amended and resubmitted.
- B. Reasons for denial of a Special Event permit include, but are not limited to:
 - 1. The City lacks the resources to provide the services that are required for the event.
 - 2. A requested facility or site is not available at the time requested.
 - 3. The event requests use of city streets at a time, or for a duration, that would create too great an impact on the public transportation system/city traffic or public safety.
 - 4. The applicant submitted false information in connection with the application.

5. The applicant has failed to complete all aspects of the application and/or provide insurance certificates in the amounts stated in Section 3. D. of this policy.
- C. If the Special Event application is approved and no Fee Waiver has been approved, the City Clerk will collect the appropriate fee and issue the permit. If the Special Event application is approved and a Fee Waiver has been approved in full or part, the City Clerk will issue the permit after the collection of fees due, if any.
- D. If the Special Event application is denied, the City Clerk will notify the applicant in writing and give the reason for denial. If time permits, the applicant may correct the reasons for denial and resubmit the application for approval. If an applicant is again denied a permit, the applicant may appeal the denial, within 14 days of the date of the written denial by filing a written notice of appeal with the City Manager. The appeal shall be heard at the next available Regular Session of the City Council, following the date the appeal is filed. The appeal shall be decided by the City Council and is final.

Section 5. Effectiveness of Special Event Permit

Special Events shall be approved for only the specified dates, times, and locations stated in the permit.

Section 6. Violation of a Special Event Permit

- A. Any event subject to the provisions of this Policy that is staged without complying with all conditions of this Policy shall be subject to closure.
- B. The City may revoke a permit if it is determined by the City Manager that the event is being operated in violation of the Brooksville Municipal Code.
- C. The City may revoke a permit and/or apply a fine of up to \$500 per day if it determines an applicant has violated this Policy.



AGENDA ITEM NO. F-3
10/15/12

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 

FROM: JANICE L. PETERS, CMC, CITY CLERK 

SUBJECT: BROOKSVILLE CYCLING CLASSIC

DATE: OCTOBER 8, 2012

GENERAL INFORMATION: The Brooksville Cycling Classic, sponsored by Top View Entertainment, and in conjunction with Brooksville Natural Foods, is scheduled for Saturday, October 20, 2012. Event coordinators are requesting that City Council waive the fees associated with the event permit.

The route will begin at East Liberty and Main Streets, to S. Lemon Avenue, S. Lemon to Lamar to Main Street, Main Street to Russell Street, Russell Street to S. Brooksville Avenue and back up to E. Liberty Street.

BUDGET IMPACT: The cost projections for the waiver are \$1,750 to cover traffic control provided by the Brooksville Police Department, \$100 Tent Permit fee through Community Development, and \$215 to cover expenses to the Department of Public Works for personnel; totaling \$2,065.

In the FY2012/13 budget Council has allocated \$7,000 in line item #001-010-511-5901 for fee waivers. To date, no waivers have yet been approved by Council for the FY2012/13 budget year.

LEGAL NOTE: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events. Section 74-168 authorizes the City to levy fees to offset costs of such permits.

STAFF RECOMMENDATION: Staff recommends Council consideration to approve the waiver of fees in the amount of \$2,065 for the Brooksville Cycling Classic, pending receipt of the required Certificate of Insurance.

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

INSTRUCTIONS: COMPLETE TOP PORTION OF FORM AND RETURN TO CITY CLERK'S OFFICE at 201 Howell Avenue, Brooksville, FL 34601 for processing. A broad form type events coverage or other insurance policy acceptable to the City is required to protect the City from any and all claims for injuries, or damages occurring during or resulting from this event in an amount of not less than \$100,000 for each individual and \$300,000 for event. Applicant will be notified of estimated cost. Receipt of the deposit and the Certificate of Insurance are required not later than three (3) business days before the event.

Certificate Attached Yes No

Waiver Requested Yes No

Name or Organization Brooksville Natural Foods		Event BROOKSVILLE CYCLING CLASSIC	
Person in Charge Laura DeWitt/Karen Greenway		Address 1254 S. BROAD STREET	Telephone 796-9798
If unavailable (Alternate Name) Pablo Santa Cruz		Cell #'s: Karen 345-5049/ Laura 585-3805	Telephone 727-741-7250
Date of Event 10/20/12	Starting Time 9:00 7:00 A.M. Street Closure	Ending Time 7:00 P.M.	Estimated Number of Participants 2000

Proposed Route (include Street/Avenue, attach location map)

FROM Main & Liberty to S. Lemon Avenue to Lamar, over to S. Main Street, to Russell Street, over to Brooksville Avenue, up to Liberty Street back to Main Street.

I/We Laura A. DeWitt assume responsibility for reimbursing the City's cost as estimated below, and all liability for injuries and damages and will hold the City harmless from any claims arising directly or indirectly from the event, including or as a result of City's closure of the street(s) to facilitate the event, and, if applicable, authorization to use copyrighted materials. If applicant is a corporation, association, or partnership, the undersigned warrants he/she is authorized to execute binding contracts on behalf of the applicant.

Laura DeWitt
Signature

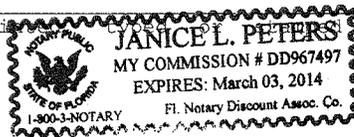
State of Florida

County of Hernando

The foregoing instrument was acknowledged before me this 10th day of August, 2010, by Laura DeWitt, who is personally known to me or who presented Fl. Dr. Lic. as identification, and who (did) (did not) take an oath.

Janice L. Peters
[Signature of Notary Public]

[Print Name of Notary Public] JANICE L. PETERS name of Notary



Public]

[Commission Number of Notary Public]

- PROCESSING:** City Clerk's Office will accept application, process through Police Department, Public Works & Fire Department for related costs, as well as City Council if waivers are being requested.
- APPROVAL:** Chief of Police and City Manager will approve or deny application.
- DISTRIBUTION:** **Original:** Return to Applicant
Copies: Chief of Police, Director of Public Works, City Manager and City Clerk
- PUBLIC NOTICE:** A LIST OF STREETS BEING CLOSED WITH DATES AND TIMES WILL BE RELEASED TO THE PRESS NO LESS THAN 5 DAYS PRIOR TO THIS EVENT.

NOTICE: PERMIT NOT VALID UNLESS APPROVED BY DESIGNATED CITY REPRESENTATIVE.

Total Deposit \$ _____ Received By: _____ Date _____

Police Chief	Date	City Manager	Date
--------------	------	--------------	------

CHANGES TO THIS APPLICATION MADE AFTER APPROVAL OF THE CITY MANAGER WILL REQUIRE CITY MANAGER APPROVAL.

CITY OF BROOKSVILLE
TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: BROOKSVILLE CYCLING CLASSIC

Starting: 9:00 A.M. (Street Closed @ 7:00 A.M. End: 7:00 P.M.)

Police Department

Personnel	<u>7 x 10 hours</u> @	\$ <u>25</u>	= \$ <u>1,750</u>
Equipment	_____ @	\$ _____	= \$ _____
	_____ @	\$ _____	= \$ _____

POLICE DEPARTMENT TOTAL \$ 1,750

Fire Department

Personnel	_____ @	\$ _____	= \$ _____
Personnel	_____ @	\$ _____	= \$ _____
Equipment (Generator)	_____ @	\$ _____	= \$ _____

*CERT +
FIRE CORP.
DOING FIRST AID*

FIRE DEPARTMENT TOTAL \$ 0

Public Works

Personnel	<u>2 for 4 hr</u> @	\$ <u>23.75</u>	= \$ <u>190</u>
Equipment	<u>1 TRUCK</u> @	\$ <u>25.00</u>	= \$ <u>25</u>
	_____ @	\$ _____	= \$ <u>215</u>

PUBLIC WORKS TOTAL \$ 215.00

ESTIMATED TOTAL DUE CITY \$ 1965.00

TOTAL Actual Costs \$ _____ Billed \$ _____

Payment Received By: _____

**CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT AGENCY (CRA)
201 Howell Avenue
Brooksville, FL 34601**

AGENDA

October 15, 2012

7:00 P.M.

A. CALL TO ORDER

B. REGULAR AGENDA

1. Minutes

- a) August 6, 2012 Regular Meeting
- b) September 26, 2012 Budget Meeting

2. Coastal Engineering Associates, Inc. Professional Consultant Services Contract and Agreement Extension

Consideration of 1-year extension of current Contract for the update of the Community Redevelopment Plan and additional professional services related to Community Redevelopment Agency/Area Projects.

Presentation:	Director of Community Development
Recommendation:	Approval and authorization to extend original contract
Attachments:	Memo from Director of Community Development dated 10/01/12; Second Addendum; Original Contract; Task Order #1

C. ADJOURNMENT

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.

**CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT AGENCY (CRA)
201 HOWELL AVENUE
MINUTES**

August 6, 2012

7:00 P.M.

Brooksville Community Redevelopment Agency met with Chairman Joseph E. Johnston, III, Board Members Joe Bernardini, Lara Bradburn, Frankie Burnett and Kevin Hohn present. Also present were Butch Battista, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk/Board Secretary; Bill Geiger, Community Development Director; Mike Walker, Director of Parks, Facilities & Recreation; George Turner, Police Chief; and Tim Mossgrove, Fire Chief. Members of the Hernando Times and Hernando Today were also present.

The meeting was called to order by Chairman Johnston at 9:25 p.m.

REGULAR AGENDA

Community Redevelopment Plan Update

Presentation of the revised Community Redevelopment Plan for the downtown area.

Director Geiger asked Council to review the updated Community Redevelopment Plan. He suggested a workshop in the next month feedback to be provided individually for staff to bring back a final document.

Don Lacey of Coastal Engineering reviewed the update as provided to Council. It provides revitalization within the Community Development area. The plan was originally done in 1998 and needed updating. There is a strikethrough/underline version indicating all the changes with some significant progress. The process began with City staff with Coastal Engineering working with them throughout. The Comprehensive Plan was reviewed to be consistent. There was a stakeholders' survey conducted within commercial and residential communities and a public workshop.

The larger effort as part of this was reviewing the strengths, needs and deficiencies within the CRA, with significant changes throughout the years. Some of the strengths are streetscaping along Main Street, some intersection improvements, and a successful community property improvement program. The goals and objectives were reviewed within the plan for consistency within the Comprehensive Plan with the CRA plan with modifications made. There is a design guideline section to improve the buildings within the downtown area that was cleaned up to provide more modern examples. There is also a financial consideration section which is a listing of the different kinds of funding sources. This was rewritten to show programs when looking for funding partners other than using just Tax Increment Financing (TIF) monies.

A diagram of the boundaries of the CRA area, including various rights-of-way to the City limits, was shown.

COMMUNITY REDEVELOPMENT AGENCY (CRA) MEETING MINUTES

August 6, 2012

Mr. Lacey advised there is a list of projects right before the appendixes, such as the Community Property Improvement Plan, a Recreation Plan, the next phase of the Streetscaping Plan for intersection improvements, gateway signs at all access points and way-finding signs or kiosks around town. The more important plans are included under projects and capital improvement programs for next five (5) years of funding. Regarding the Good Neighbor Trail, they are looking at how better connectivity with the Community Redevelopment Agency downtown can get the cyclists to the trail with markings and facilities.

President of Coastal Engineering Cliff Manual spoke of the drainage. He recently visited with Hernando County project managers to discuss some of VMP's implementing through the Southwest Florida Water Management District. He indicated they are trying to make the CRA a Special District, in cooperation with the County that would allow infill of property, creation of open space and adoption of low impact design standards. This would maintain SWFWMD compliance and rely on downstream improvements, as well as improve water quality standards to provide an acceptable downstream discharge. There are areas in the City where the water slows and creates sediment and flooding problems. The City can gain credits for treating the water to allow infill within the City CRA and not have drainage retention areas with each project. Along with Dale Ravencraft, they have created a focus group to continue CRA discussions.

Mr. Lacey advised only the TIF money is documented under the Capital Improvement Plan. They will be looking at and pursuing available grants for these projects for additional funds.

Board Member Bradburn, referenced in the report drainage consisting primarily of an aging storm water system constructed within the rights-of-way. The system was constructed prior to State regulatory overview from SWFWMD and DEP and therefore not treated for water quality prior to offside discharge. The need is for a master storm water plan with detail of how storm water would be transported downstream to areas within the City and the County. She indicated the project lists \$25,000 in 2016-17 as a proposal and did not feel that it could be done at that low a cost. There was hope for federal support in the past that did not come to fruition, but the next priority must be a master plan for drainage that cannot be paid out of TIF money but by other City means.

She advised that where the watersheds split at the top of Howell Avenue and the ancillary runoff goes into Pryor Street system and carries on across toward Peck Sink, this would be a prime opportunity for the City to take advantage of property that is up for sale to start transient-oriented development of a depressed economic zone. She suggested hiring a developer with TIF money and the business improvement and retention incentive program to redevelop that area. But first the drainage problems must be addressed that run through poorer neighborhoods of this community. She felt the plan was good but would like an opportunity to study it further then meet with Coastal Engineering.

Mr. Manual invited each Council Member to read the document and approach him, Director Geiger and Mr. Lacey for follow up discussion. He felt this document could provide guidance and be implemented. Drainage is very difficult to implement solutions because it is a costly fix to major reaches in the city. There is a city Master Drainage Plan from 1983 that probably has not changed a lot and is now deteriorating. The issues can be identified city-wide but prioritization and funding to fix the issues is a difficult task. There has to be detail for implementation, which is expensive, and then funding construction. He advised the problems can be inventoried and

COMMUNITY REDEVELOPMENT AGENCY (CRA) MEETING MINUTES
August 6, 2012

recommended Council identify priority and address one at a time to approach a comprehensive system. He stated there has to be a method for compliance and it is difficult to break up a reach (ditch) into sections and its contributory conveyance system. The ditch must be fixed first or start from the lower end and work your way up.

Board Member Burnett advised he did not see anything addressing the east side of Jefferson and will get with them to discuss.

Director Geiger advised a final product would come back to Council within the next month and a half to two months. He suggested meeting individually or through a workshop at that time.

Minutes

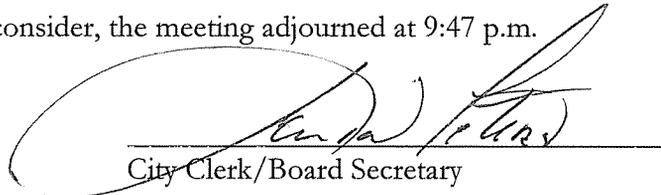
November 7, 2011 Regular Meeting

Motion:

Motion was made by Board Member Burnett and seconded by Vice Mayor Bradburn for approval.
Motion carried 5-0.

ADJOURNMENT

There being no further business to consider, the meeting adjourned at 9:47 p.m.



City Clerk/Board Secretary

ATTEST: _____
Chairman

**CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT AGENCY (CRA)
201 HOWELL AVENUE
BROOKSVILLE, FL 34601
MINUTES**

September 26, 2012

6:30 P.M.

Brooksville Community Redevelopment Agency met with Chairman Joseph E. Johnston, III, Vice Chairman Lara Bradburn, Board Members Joe Bernardini, Frankie Burnett and Kevin Hohn present. Also present were Butch Battista, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk/Board Secretary; Bill Geiger, Community Development Director; Mike Walker, Director of Parks, Facilities & Recreation; Richard Radacky, Director of Public Works; George Turner, Police Chief; and Tim Mossgrove, Fire Chief. Members of the Hernando Times and Hernando Today were also present.

The meeting was called to order by Chairman Johnston at 8:38 p.m.

REGULAR AGENDA

Resolution No. CRA 2012-11 Community Redevelopment Agency Budget.

Ratification of CRA Budget.

City Manager Norman-Vacha briefly reviewed the resolution. She indicated it includes additional monies from the millage of \$95 and outlines some of the suggested Capital Improvement Projects that will come back to Council in the Redevelopment Plan.

Vice Chairman Bradburn confirmed it was agreed that the Capital Improvement Projects would be brought back to Council for further discussion and particulars.

City Clerk Peters read CRA Resolution No. 2012-11 by title, as follows:

**A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE
CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT
AGENCY FOR THE 2012-2013 FISCAL YEAR BEGINNING
OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013;
PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE
DATE.**

Motion:

Motion was made by Board Member Burnett and seconded by Board Member Bernardini for approval of CRA Resolution No. 2012-11.

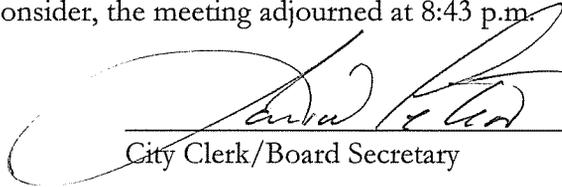
COMMUNITY REDEVELOPMENT AGENCY (CRA) MEETING MINUTES
September 26, 2012

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

Board Member Bernardini	Aye
Board Member Burnett	Aye
Board Member Hohn	Aye
Vice Chairman Bradburn	Aye
Chairman Johnston	Aye

ADJOURNMENT

There being no further business to consider, the meeting adjourned at 8:43 p.m.



City Clerk/Board Secretary

ATTEST: _____
Chairman



**COMMUNITY REDEVELOPMENT AGENCY
AGENDA ITEM
MEMORANDUM**

TO: CRA CHAIRPERSON AND AGENCY MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR / *[Signature]*
CRA EXECUTIVE DIRECTOR
SUBJECT: CONTRACT EXTENSION PROFESSIONAL SERVICES
AGREEMENT WITH COASTAL ENGINEERING ASSOCIATES,
INC.

DATE: OCTOBER 1, 2012

GENERAL SUMMARY/BACKGROUND: On November 15, 2010, the City of Brooksville Community Redevelopment Agency entered into an Agreement with Coastal Engineering Associates, Inc., to provide Professional Consultant Services on a Task Order basis that may include planning, design, analysis, project management and related services for the benefit of the CRA.

The term of the agreement was for one (1) year with provisions to extend the term upon mutual agreement for three additional one (1) year terms (Reference Section 1 of the Agreement). This would be the second addendum to extend the term of the Agreement.

There has only been one Task Order issued pursuant to this Agreement to date. Said Task Order involves a comprehensive update of the Community Redevelopment Plan. The Plan is currently undergoing final review by the Redevelopment Agency members. The Consultant will provide a final document to the CRA pursuant to this Task Order following review and input from the CRA. The Consultant has indicated their agreement to extend the contract as written with no changes.

The CRA has three basic options:

1. Extend the contract as written for one (1) year.
2. Extend the contract for one (1) year with changes (none proposed).
3. Open a formal Bid process and request RFP's to replace the current Consultant.

BUDGET IMPACT: Funding for these CRA services will be provided through the CRA Budget Line Item Account #615-015-515-556-50. *[Signature]*

[Signature] **LEGAL REVIEW:** Pursuant to Section 163.387, Florida Statutes, and Sections 26-32, 26-34 and 26-35 of the City of Brooksville's Code of Ordinances, the City of Brooksville Community Redevelopment Agency, as a dependent Special District, has the authority

to take action on items that have been approved within the City of Brooksville Community Redevelopment Plan and CRA budget.

STAFF RECOMMENDATION: Authorize the CRA Chairperson to execute the necessary paperwork with Coastal Engineering Associates, Inc. to enable the CRA to enter into this second, one (1) year extension utilizing the existing contract specifying the same terms as those negotiated/executed in the original agreement dated November 15, 2010.

- ATTACHMENTS:**
- 1. Second Addendum - One (1) Year Agreement Extension
 - 2. Agreement for Professional Services
 - 3. Task Order No. 1 dated November 15, 2010

Attachment 1

Second Addendum

**SECOND ADDENDUM
TO
CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND COASTAL ENGINEERING ASSOCIATES, INC.**

This Second Addendum to the Contract and Agreement for Professional Consultant Services is made as of this ____ day of _____, 2012, by and between the City of Brooksville Community Redevelopment Agency (the CRA), a dependent special district under the laws of the State of Florida, by and through its duly authorized representative whose address is 201 Howell Avenue, Brooksville, Florida 34601, and Coastal Engineering Associates, Inc. (the CONSULTANT), a Florida Corporation whose address is 966 Candlelight Boulevard, Brooksville, Florida, 34601.

WHEREAS, the CRA has entered into that certain Agreement for Professional Consulting Services on a continuing basis (the "Agreement") dated November 15, 2010; and

WHEREAS, the original term of the Agreement was for one year with the option of extending the term for three (3) additional one (1) year periods, and the current Agreement term is set to expire as of November 15, 2012; and

WHEREAS, the parties desire to extend the term of the Agreement in accordance with Section 1 of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the CRA and the Consultant (collectively, the PARTIES) agree as follows:

1. **EXTENDED TERM.** Pursuant to Section 1 of the Agreement, the PARTIES agree to extend the term of the Agreement for one year such that the term of the Agreement will expire as of November 15, 2013.

IN WITNESS WHEREOF, the Parties hereto, **COASTAL ENGINEERING ASSOCIATES, INC.**, and the **CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY**, respectively, have executed and attested this Agreement, and caused their seals to be affixed hereto, effective as of the day and year first written above, for the purposes herein expressed, and with the intent that both they and their respective successors and assigns shall be hereby bound.

**COASTAL ENGINEERING
ASSOCIATES, INC.**

ATTEST:

Witness

By: _____
Cliff Manuel, Jr., P.E.

President

Date signed: _____

Witness

ATTEST:

(Seal)

By: _____

JANICE L. PETERS, CMC

As its City Clerk

Date signed: _____

**CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT
AGENCY**

By: _____

JOSEPH E. JOHNSTON, III,

As its' Chairperson

Date signed: _____

Approved as to legal form for the reliance of
the City of Brooksville CRA.

By: _____

Thomas S. Hogan, Jr., City Attorney

Date signed: _____

Attachment 2

Original Agreement for Professional Services

CONTRACT AND AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND
COASTAL ENGINEERING ASSOCIATES, INC.

ADMINISTERED BY
CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
201 HOWELL AVE.
BROOKSVILLE, FL 34601

CRA expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

- 2.2 The CRA shall make requests for the CONSULTANT to perform consultant services on a task order basis. The CRA will communicate with CONSULTANT, verbally or in writing, a general description of the task to be performed. The CONSULTANT will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget or lump sum budget to accomplish the task, and send the thus developed "Task Order Proposal" to the CRA. If a site visit by the CONSULTANT is needed to generate the scope document, the CONSULTANT shall request approval prior to visiting the site. The CRA will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the CONSULTANT may include any of the services as provided in EXHIBIT A – PROFESSIONAL CONSULTANT SERVICES.

The CRA will issue a Notice to Proceed to the CONSULTANT. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CRA, the CONSULTANT shall perform the services set forth in the task authorization/work order, which may include, but not be limited to, design, studies, specification preparation, bid evaluation, construction management services, reports, and any additional other services which may be set forth in the task authorization/work order.

- 2.2.1 Notwithstanding the above, for any proposed project in which the CRA estimates the fee to total less than Twenty Five Thousand and No/100 Dollars (\$25,000.00) verbal authorization to proceed may be given to CONSULTANT, and followed within ten working days with a "Letter of Confirmation." Such letter shall be considered as the task authorization.
- 2.3 The CONSULTANT shall provide the CRA'S designated project manager with a monthly progress report of all work accomplished and project deliverables completed. For lump sum budget projects, project progress reports shall accompany all invoices and describe the detailed work tasks completed. For not-to-exceed budget projects, time sheets or labor cost statements for services rendered during the preceding month shall be provided. Each labor summary statement or time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

3.0 CHANGES IN THE SCOPE OF WORK

- 3.1 The CRA may make changes in the services at any time by giving written notice to CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, the CRA and CONSULTANT will negotiate any

change in total cost or schedule of modifications. If the CRA and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and the CONSULTANT shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the CRA'S and CONSULTANT'S designated representatives.

- 3.2 All of the CRA'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this AGREEMENT insofar as they are applicable.

4.0 SCHEDULE

- 4.1 The CONSULTANT shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. The CONSULTANT shall complete all of said services in a timely manner and will keep the CRA apprised of the status of work on at least a monthly basis.
- 4.2 No extension for completion of services shall be granted to the CONSULTANT without the CRA'S prior written consent, except as provided in Sections 3.1 and 19.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

5.1.1 "Hourly rates" as set forth in EXHIBIT B - HOURLY RATES SCHEDULE are to be used as a basis for calculating lump sum or not-to-exceed budget projects for services pursuant to Paragraphs 2.0 and 3.0. These hourly rates shall include wages, salaries, taxes, insurance, overhead and profit. The hourly rates are firm for the initial term, but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the AGREEMENT. Any adjustments to the hourly rates schedule must be mutually agreed to by the CRA and CONSULTANT.

5.1.2 "Reimbursable expenses" as set forth in EXHIBIT C - REIMBURSEABLE EXPENSES SCHEDULE are to be used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses shall include, but not be limited to: subsistence, automobile expenses, and other similarly incurred expenses, which are directly or indirectly in connection with the project. Said reimbursable expenses shall be calculated and incorporated into the lump sum or not-to-exceed project budget and will not be billed separately as an additional cost.

In-house copying charges, computer fees, photocopies less than 11-inches by 17-inches, telephone services, faxes, and other similar items shall be considered a portion of the CONSULTANT'S overhead costs and shall not be billed separately to the CRA.

5.1.3 "Deliverables" are defined as reports, findings, specifications, or anything else that is the end product or work performed by the CONSULTANT for the CRA. The CONSULTANT shall, within such time constraints as may be set forth in the work order, submit to the CRA the deliverables as identified in the work order; and the CONSULTANT shall, upon completion of all work, submit to the CRA all information developed in the course of the consulting services. The CONSULTANT shall, upon request by the CRA and upon completion or termination of this AGREEMENT, deliver to the CRA all material furnished to the CONSULTANT, provided the CRA identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

The CRA agrees to pay or compensate the CONSULTANT for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not-to-exceed cost based upon EXHIBIT B - HOURLY RATES SCHEDULE.

5.2.2 Lump sum cost based upon EXHIBIT B - HOURLY RATES SCHEDULE.

5.3 SERVICES-ADDITIONALPROVISIONS:

5.3.1 Services and expenses of independent associates, consultants and/or subcontractors employed by the CONSULTANT shall be calculated and incorporated into the lump sum or not-to-exceed project budget and will not be billed separately as an additional cost.

5.4 Times of Payments: At monthly intervals, the CONSULTANT shall submit statements for services.

5.4.1. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by the CRA, shall not be in default of any of the terms and conditions of this AGREEMENT and shall provide to the CRA an invoice. The invoice shall be forwarded to the CRA, no more frequently than once per month. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and

specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. The CRA shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from the CONSULTANT. In the event that the CRA disputes any invoice submitted, it shall advise the CONSULTANT, in writing, and said invoice shall not be deemed due and payable under this AGREEMENT.

5.5 Other Provisions Concerning Payments:

5.5.1 In the event of termination by the CRA under Section 18.0 during the performance of the services, payments due to the CONSULTANT up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

5.5.2 Separate invoicing must be submitted for each individual task authorization. Invoices must show a percentage of the worked completed under the task authorization and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

6.1 The CRA or its agents shall have the right to review or observe the services performed by the CONSULTANT.

6.2 No inspection, review, or observation shall relieve the CONSULTANT of its responsibility under this AGREEMENT.

7.0 PROGRESS MEETING

The CRA's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this AGREEMENT. The CONSULTANT'S Project Manager and all other appropriate personnel shall attend such meetings as designated by the CRA's Project Manager.

8.0 SAFETY

8.1 The CONSULTANT agrees to comply with the CRA's published safety standards while on the property of the CRA.

8.2 The CONSULTANT shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

During the term of this AGREEMENT, the CRA shall grant the CONSULTANT reasonable access to the CRA's premises for purposes of fulfilling its obligations under this AGREEMENT.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

10.1 The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companies authorized to do business in the State of Florida. Before commencing work, the CONSULTANT must ensure that Certificates of Insurance are provided to the CRA, evidencing such insurance. The Certificates of Insurance must name the CRA as additionally insured, reference the Project name and contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CRA.

10.1.1 Worker's Compensation -- The CONSULTANT will provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all of its employees. The limits will be statutory for Worker's Compensation and \$100,000 for Employers' Liability.

10.1.2 Comprehensive General Liability -- The CONSULTANT will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) or its equivalent.

10.1.3 Comprehensive Automobile Liability -- The CONSULTANT will provide coverage for all owned and non-owned vehicles for limits of not less than \$500,000 CSL or its equivalent.

10.1.4 Professional Liability Insurance - The CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance coverage must be provided in an amount not less than \$1,000,000 that protects the CONSULTANT to the statutory limits applicable to professional liability.

Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of service performed by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one

(1) year after the completion of construction and acceptance of facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto. The CONSULTANT will also cause professional associates and sub-consultant's retained by the CONSULTANT for the Project to procure and maintain comparable professional liability insurance coverage.

- 10.2 The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CRA, its officers, directors and employees (collectively, CRA) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this AGREEMENT and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable.

The CRA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CRA's negligent acts in connection with the consulting services and the acts of its contractors, subcontractors or consultants or anyone for whom the CRA is legally liable.

Neither the CRA nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

The CONSULTANT shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this AGREEMENT.

12.0 REPRESENTATIONS

- 12.1 The CONSULTANT represents that the services provided hereunder shall conform to all requirements of this AGREEMENT; shall be consistent with recognized and sound professional Planning & Engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 12.2 The CONSULTANT represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

- 12.3 Subject to the provisions of this Section, should CONSULTANT breach the warranties set forth herein, the CRA shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the CONSULTANT completes its services under any task authorization entered into hereunder, and the CONSULTANT'S services are non-complying, defective, or otherwise improperly performed and the CRA notifies the CONSULTANT in writing that a defect, error, omission or noncompliance has been discovered in the CONSULTANT'S services, the CONSULTANT shall, at the option of the CRA: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to the CRA; b) refund the amount paid by the CRA attributable to such non-complying, defective or otherwise improperly performed services; or c) if the CONSULTANT fails to take action under a) above, the CONSULTANT will at its sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by the CONSULTANT are those expressly enumerated in this section. Any other statements of fact or descriptions expressed in the AGREEMENT or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

13.0 GUARANTEE AGAINST INFRINGEMENT

The CONSULTANT guarantees that all services provided under this AGREEMENT shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this AGREEMENT, the CONSULTANT shall indemnify, hold harmless, and defend the CRA, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this AGREEMENT. Notwithstanding the foregoing, the CONSULTANT may elect to provide non-infringing services.

14.0 DOCUMENTS

- 14.1 Upon the CRA's or its designated Project Manager's request, at any time during the term of this AGREEMENT or upon completion or termination of this AGREEMENT, the CONSULTANT shall provide the CRA or its designated Project Manager with a copy of all documents and electronic files prepared by the CONSULTANT under this AGREEMENT or any Task Order Authorization hereunder. The CRA understands that re-use of any documents for any other purposes, shall be at the CRA's own risk.

Notwithstanding any provision to the contrary contained in this AGREEMENT, the CONSULTANT shall retain sole ownership to its preexisting information

including but not limited to computer programs, software standard details, figures, templates and specifications.

When transferring data in electronic media format, the CONSULTANT makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the CONSULTANT at the beginning of the project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by the CRA.

- 14.2 The parties acknowledge that the CRA is a Florida dependent special district and subject to the Florida Public Records Law.

15.0 ASSIGNMENT

- 15.1 If any part of this AGREEMENT is subcontracted by the CONSULTANT, the CONSULTANT shall be fully responsible to the CRA for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.2 If the CRA determines that any subcontractor is not performing in accordance with this AGREEMENT, the CRA shall so notify the CONSULTANT who shall take immediate steps to remedy the situation.
- 15.3 If any part of this AGREEMENT is subcontracted by the CONSULTANT, prior to commencement of any work by the subcontractor, the CONSULTANT shall require the subcontractor to provide the CRA and its affiliates with insurance coverage as set forth within Section 10 of this Agreement.

16.0 INDEPENDENT CONSULTANT

At all times during the term of this AGREEMENT, the CONSULTANT shall be considered an independent CONSULTANT. It is understood that CONSULTANT is an independent consultant and not an agent or employee of the CRA for any purpose including, but not limited to, federal tax and other state and federal law purposes. The CONSULTANT assumes responsibility for payment of all federal, state and local taxes imposed or required of the CONSULTANT under unemployment insurance, Social Security and income tax laws. CONSULTANT shall be solely responsible for any worker's compensation insurance required by law and shall provide the CRA with proof of insurance upon demand. The parties agree that the CRA shall not: (a) pay dues, licenses or membership fees for CONSULTANT; (b) require attendance by CONSULTANT, except as otherwise specified herein; (c) Control the method, manner or means of performing the

Scope of Work under this AGREEMENT, except as otherwise specified herein; or (d) Restrict or prevent CONSULTANT from working for any other party. Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

17.0 DEFAULT

If during the term of this AGREEMENT, the CONSULTANT shall be in default of any of the material provisions of this AGREEMENT, the CRA may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until the CRA gives written notice of the default to CONSULTANT with at least ten (10) days to cure such default. If the CONSULTANT fails to correct such delinquency or default within thirty (30) days of suspension by the CRA, the CRA may terminate this AGREEMENT.

18.0 TERMINATION

Notwithstanding any other provision of this AGREEMENT, the CRA may, upon written notice to the CONSULTANT, terminate this AGREEMENT if: a) at any time during the term of this AGREEMENT there will be filed by or against CONSULTANT in any court, pursuant to any statute, a petition in bankruptcy or insolvency for reorganization or for the appointment of a receiver to receive all or a portion of CONSULTANT'S property; b) The CONSULTANT makes a general assignment for the benefit of its creditors; c) The CONSULTANT fails to comply with any of the conditions or provisions of this AGREEMENT; d) The CONSULTANT is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this AGREEMENT, without prejudice to any other right or remedy the CRA may have under this AGREEMENT. In the event of such termination, the CRA shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this AGREEMENT, for work, properly performed prior to the effective date of termination; or e) The CRA may at any time and for any reason terminate CONSULTANT services and work at the CRA's convenience. Upon receipt of such notice, the CONSULTANT shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination for convenience, the CONSULTANT shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by the CONSULTANT as are permitted by this contract and approved by the CRA; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the CONSULTANT prior to the date of the termination of this Agreement. The CONSULTANT shall not be entitled to any claim or claim of lien against the Owner for any additional compensation or damages in the event of such termination and payment.

19.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by Force Majeure, which may include but not be limited to: fire, flood, windstorm, explosion, riot, war, sabotage, strikes, extraordinary breakdown of or damage to the CRA's affiliates' generating plants, equipment or facilities, court injunction or order, federal and/or state law or regulation, order by any regulatory agency, or cause or causes beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days or more, either party may terminate this AGREEMENT.

20.0 GOVERNING LAW & VENUE

This AGREEMENT is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in the state circuit and appellate courts in and for Hernando County, Florida. The Agreement is consummated in Hernando County, Florida.

21.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this AGREEMENT.

22.0 SEVERABILITY

In the event any portion or part of this AGREEMENT is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this AGREEMENT. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, condition, or provision of this AGREEMENT shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this AGREEMENT shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the CRA and CONSULTANT.

25.0 PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this AGREEMENT.

26.0 ENTIRE AGREEMENT

This AGREEMENT, including the schedules, attachments, appendixes and exhibits attached hereto, and any Task Authorization executed in furtherance of this AGREEMENT constitutes the entire AGREEMENT between the CRA and CONSULTANT with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 SOVEREIGN IMMUNITY

Nothing contained in the AGREEMENT shall be construed as a waiver of the CRA's rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CRA's potential liability under state or federal law.

28.0 NOTICE

Any notices required to be given by the terms of this AGREEMENT shall be delivered by hand or mailed, postage prepaid to:

CRA:	Bill Geiger, Executive Director City of Brooksville CRA 201 Howell Ave. Brooksville, Florida 34601
CONSULTANT:	Cliff Manuel, Jr. P.E. Coastal Engineering Associates, Inc. 966 Candlelight Blvd. Brooksville, Florida 34601

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

29.0 ATTORNEYS' FEES

In the event a suit or action is instituted to enforce or interpret any provision of this AGREEMENT, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees, and costs, at trial or on any appeal, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above:

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT
AGENCY, HERNANDO COUNTY,
FLORIDA

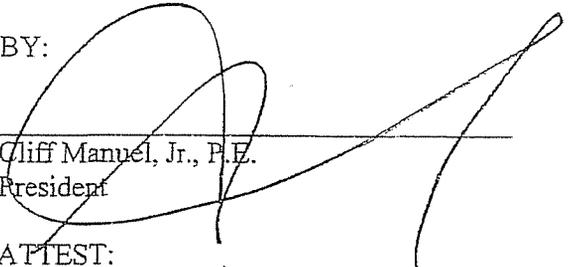
COASTAL ENGINEERING
ASSOCIATES, INC.

BY:



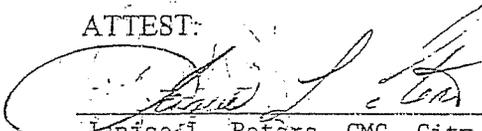
Lara Bradburn, CRA Chair

BY:



Cliff Manuel, Jr., P.E.
President

ATTEST:



Janice L. Peters, CMC, City Clerk

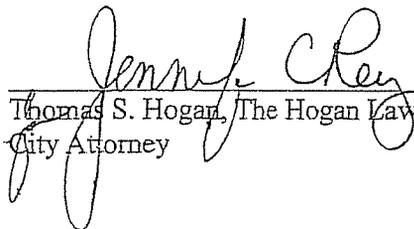
ATTEST:



Cliff Manuel, Jr., P.E.
President

(CORPORATE SEAL)

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



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

EXHIBIT A.

PROFESSIONAL CONSULTANT SERVICES

The Scope of Services generally to be provided by the CONSULTANT may include any of the services as provided in CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY (CRA) PHASE 2 STREETScape REQUEST FOR QUALIFICATIONS RFQ NO. 2010-05 and identified as PROFESSIONAL CIVIL ENGINEERING/PLANNING CONSULTING SERVICES.

These services include but are not limited to professional consulting services to the CRA for work related to updating the adopted Community Redevelopment Plan and preparing design drawings, permitting and project/construction management for implementation of a Phase-2 streetscape project for enhancements within the CRA. Elements of work may consist of modifying/updating a Redevelopment Plan that will meet the goals and needs of the CRA and the local stakeholders within the Community Redevelopment Area, and subsequently designing, permitting and providing construction oversight for implementing a streetscape project. Services may include:

- Public Involvement;
- Multimodal transportation planning;
- Stormwater planning;
- Parking analysis;
- Traffic operations, traffic calming;
- Signal design;
- Structural design;
- Utility Infrastructure (including underground design);
- Roadway assessment;
- Capital improvements plan;
- Agency coordination/permitting;
- Infrastructure evaluation/review;
- Street design;
- Hardscape enhancement design;
- Softscape enhancement design;
- Environmental Engineering;
- Project Management;
- Grant Writing; and other miscellaneous professional services that the CRA may desire.

The Consultant will work with CRA staff and local stakeholders to develop the next phase of improvements within the CRA. This effort will consist of developing a conceptual phase plan that meets the CRA's budget and goals. Upon CRA approval of the concept for the next phase, the Consultant will develop construction plans to bid and implement the improvements.

The Consultant may be required to represent the City of Brooksville CRA in matters involving or relating to other governmental entities at the local, state, or national level.

EXHIBIT B.

HOURLY RATES SCHEDULE

Principal Engineer/Principal Architect/Expert Testimony\$250.00

ENGINEERING

Principal Engineer* (*Environmental/Transportation/Drainage*)\$155.00
Senior Project Manager.....\$140.00
Project Manager.....\$115.00
Senior Project Engineer\$135.00
Project Engineer\$ 95.00
Senior Designer\$ 85.00
Designer\$ 70.00
Technician\$ 50.00

*(Professional Engineer Registered in the State of Florida)

ENVIRONMENTAL

Principal Environmental Scientist\$155.00
Project Manager.....\$120.00
Senior Environmental Scientist\$105.00
Environmental Scientist II\$ 75.00
Environmental Scientist I.....\$ 70.00

PLANNING

Principal/Project Director\$195.00
Senior Project Specialist \$159-190.00
Project Manager/Principle Planner\$140.00
GIS Director.....\$138.00
Senior Transportation Planner\$129.00
Senior Urban Designer/Planner\$111.00
Urban Designer/Planner.....\$ 94.00
GIS Analyst / Transportation Planner.....\$ 88.00
Planner/ Designer\$ 78.00
Graphics Designer.....\$ 79.00

CONSTRUCTION REVIEW

Senior Project Manager.....\$140.00
Project Manager\$115.00

EXHIBIT B.

HOURLY RATES SCHEDULE

Construction Manager	\$ 90.00
Senior Field Representative	\$ 77.00
Field Representative.....	\$ 65.00

ARCHITECTURAL

Project Architect	\$130.00
Architectural Project Manager.....	\$115.00
Site Planner	\$105.00

SURVEYING

Expert Witness	\$175.00
Senior Land Surveyor	\$105.00
Land Surveyor	\$ 90.00
Project Surveyor/Crew Coordinator	\$ 85.00
Survey Crew (4 Person).....	\$155.00
Survey Crew (3 Person).....	\$132.00
Survey Crew (2 Person).....	\$105.00
Survey Crew (1 Person).....	\$ 72.00
Senior Survey Technician.....	\$ 77.00
Survey Technician	\$ 55.00

SUPPORT PERSONNEL

Administrative Support.....	\$ 60.00
Administrative Clerk.....	\$ 45.00
Office Intern.....	\$ 35.00
General Laborer	\$ 25.00

EXHIBIT C

REIMBURSABLE EXPENSES SCHEDULE

REIMBURSABLES

Direct and Out-of-Pocket Expenses..... Invoice Plus 15%
 Regulatory Permit/Filing Fees Fee plus 15%
 Travel..... ~~\$0.55/Mile~~ ^{11/200/ea} Federal Cap per Mile
 Postage..... Cost

Quantity: 1 to 10 11 and up

REPRODUCTIONS

BLACK & WHITE

8 1/2" X 11", 8 1/2" X 14"	\$0.25/EA.	0.10/EA.
11" X 17"	\$0.35/EA.	0.15/EA.

COLOR

8 1/2" X 11", 8 1/2" X 14"	\$1.00/EA.	1.00/EA.
11" X 17"	\$2.00/EA.	2.00/EA.

TRANSPARENCIES

8 1/2" X 11"	\$1.00/EA.	1.00/EA.
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BLACKLINE PRINTS

LESS THAN 24" X 36"	\$1.75/EA.	1.00/EA.
24" X 36"	\$2.75/EA.	1.75/EA.
30" X 36"	\$3.75/EA.	2.50/EA.
36" X 36"	\$4.75/EA.	3.75/EA.
36" X 48"	\$5.75/EA.	4.75/EA.

MYLAR OR LINEN

LESS THAN 24" X 36"	\$10.00/EA.
24" X 36"	\$15.00/EA.
30" X 36" OR GREATER	\$19.00/EA.

CANVAS \$50.00/EA.

EXHIBIT C

REIMBURSABLE EXPENSES SCHEDULE

FOAM BOARD \$ 8.00/PER BOARD

AERIALS (COLOR)

24" X 36"	\$25.00/EA.
30" X 36"	\$35.00/EA.
36" X 48"	\$50.00/EA.

ELECTRONIC MEDIA (Diskette/CDs) \$15.00/EA

CONCRETE MONUMENTS \$25.00/EA.

SIGN ASSEMBLY \$10.00/EA.

Attachment 3

Task Order #1 Dated 11/15/10

TASK ORDER NO. 1
CRA PLAN AND 5-YEAR CAPITAL IMPROVEMENT PLAN UPATE
UNDER THE
CONTRACT AND AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND
COASTAL ENGINEERING ASSOCIATES, INC.

THIS TASK is entered into as of this 15th day of November 2010, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE, BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CRA"

AND

COASTAL ENGINEERING ASSOCIATES, INC, a Florida corporation, whose address is: 966 CANDLELIGHT BLVD., BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CONSULTANT."

IN ACCORDANCE WITH

The *CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY AND COASTAL ENGINEERING ASSOCIATES, INC*, dated Nov 15, 2010, which Agreement is incorporated herein as if set forth in haec verba.

DESCRIPTION

The CRA desires to update Appendix C – The Community Redevelopment Plan of the City of Brooksville Revitalization Plan (Plan) to incorporate other available studies, market research, and public input, and the CONSUTLTANT's expertise and experience with successful downtown redevelopment projects, pedestrian-oriented communities, urban traffic/transportation planning, and mixed-use and residential development that is compact, sustainable and contributes to economic, social and cultural diversity.

The Plan update will include projects and initiatives and other adopted strategic plans and goals identified and recommended by the CONSULTANT and approved by the CRA.

SCOPE OF SERVICES

The CONSULTANT will provide the following services:

- 1.0 Data Review and Project Identification (approximately 4 weeks - 60 hrs)
 - 1.1 Information Gathering with Stakeholders.
 - 1.2 Review of Existing Plans/Studies and Development Regulations.
 - 1.3 Demographic Market Assessment
 - 1.4 CRA Team and Public Workshop(s).
 - 1.5 Prepare/present Summary of Findings and Recommendations to the CRA Project Manager and CRA. (Includes conceptual outline of capital improvement strategy and projects for CRA's acceptance).
- 2.0 Preliminary Plan Update Draft (75%) Report based on CRA and CRA Project Manager approved recommendations. (approximately 6 weeks – 80 hrs)
 - 2.1 Prepare Plan Amendments and Addendums.
 - 2.2 Prepare Capital Improvement Projects and Implementation Strategies.
 - 2.3 Prepare Project Funding Strategy and Options.
 - 2.4 Review and approval by CRA Project Manager (may include review and input from others as deemed appropriate by the CRA Project Manager).
- 3.0 Final Report/CRA Board Adoption (approximately 4 weeks - 60 hours)
 - 3.1 Prepare Final Report for CRA Acceptance.
 - 3.3 Preparation of materials for Plan amendment in accordance with Florida Statutes.
 - 3.3 Public Presentation(s) to CRA Board
 - 3.4 Post Approval Update/Final Report Delivery to CRA Project Manager

SCHEDULE OF FEES

CRA agrees to pay or compensate the CONSULTANT the following not-to-exceed fee(s) in performance of the SCOPE OF SERVICE as provided in this TASK ORDER NO. 1.

Sub-Tasks 1.0, 2.0 and 3.0:

Total Fee: \$30,000.00

IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 1 on the date first indicated above:

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT
AGENCY, HERNANDO COUNTY,
FLORIDA

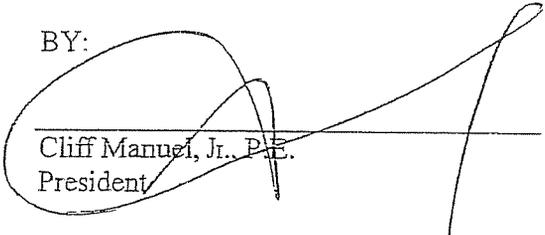
BY:



Lara Bradburn, CRA Chair

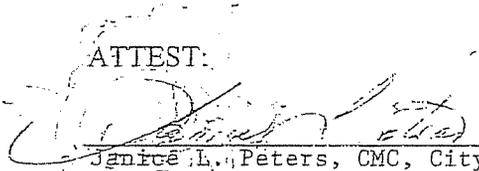
COASTAL ENGINEERING
ASSOCIATES, INC.

BY:



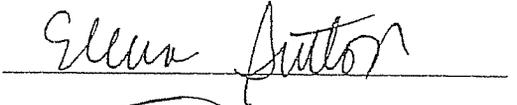
Cliff Manuel, Jr., P.E.
President

ATTEST:



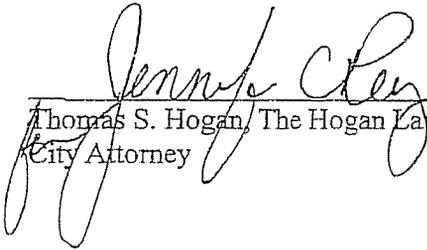
Janice L. Peters, CMC, City Clerk

ATTEST:



(CORPORATE SEAL)

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



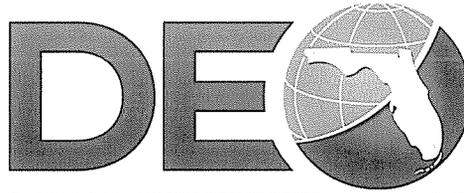
Thomas S. Hogan, The Hogan Law Firm, LLC
City Attorney

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – October 15, 2012

1. **TYPE:** Letter
 DATED: September 21, 2012
 RECEIVED FROM: Florida Department of Economic Opportunity
 ADDRESSED TO: Mayor
 SUBJECT: On-Site Monitoring Report July 31, 2012
 Florida Small Cities CDBG Program

2. **TYPE:** Letter
 DATED: September 27, 2012
 RECEIVED FROM: Hernando County Clerk of Circuit Court
 ADDRESSED TO: City Manager
 SUBJECT: 2012 Hernando County Value Adjustment Board
 City of Brooksville Municipality Report

Rick Scott
GOVERNOR



Hunting F. Deutsch
EXECUTIVE DIRECTOR

**FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY**

September 21, 2012

The Honorable Joseph E. Johnston, III
Mayor, City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

RE: On-Site Monitoring Report – July 31, 2012
Florida Small Cities Community Development Block Grant (CDBG) Program
Contract Number: 11DB-C5-05-37-02-N11

Dear Mayor Johnston:

On July 31, 2012, Tammy Anderson of our staff met with representatives of your community to monitor the CDBG project identified above. This letter, which contains no findings and no concerns, is a summary of that visit. Monitoring is based on an examination of documentation that supports the grant Recipient's compliance with the CDBG program rules, state statutes, and federal regulations. We monitored the following areas for compliance.

- Equal Employment Opportunity and Section 3 Requirements
- Section 504/ADA Requirements
- Fair Housing Requirements
- Financial Management Transaction Testing
- Neighborhood Revitalization
- Labor Standards
- National Objective/Benefit Monitoring
- Program Administration

Following is a summary of the areas examined and the results of the monitoring.

Equal Employment Opportunity and Section 3 Requirements

Recipients of federal funds must comply with Equal Employment Opportunity requirements. The monitoring consisted of a review of the Recipient's employment policy, employment advertising and hiring practices.

We reviewed compliance with Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135). Section 3 requires Recipients of United States Department of Housing and Urban Development (HUD) funds and the contractors they employ to make efforts to ensure economic opportunities generated by HUD funds are open to local low-income residents and businesses owned and operated by low-income persons.

Florida Department of Economic Opportunity | The Caldwell Building | 107 E. Madison Street | Tallahassee, FL | 32399-4120
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax | www.FloridaJobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

CTN
cc: Bill Geiser, Executive Director
10-15-12
[Signature]

There were no findings or concerns regarding Equal Employment Opportunity or Section 3 requirements noted during the visit.

Section 504/ADA Requirements

Section 504 of the Rehabilitation Act of 1973 (29 USC 794) required federal fund Recipients to complete a self-evaluation of their physical facilities and to make all public facilities handicap accessible by July 1, 1991. If structural changes could not be accomplished by that date, the Recipient was required to develop a transition plan and document the progress toward making the facility accessible to physically and mentally disabled people. In our monitoring, we observed the CDBG program office for accessibility, reviewed the self-evaluation for completeness, and ensured the Recipient is on schedule with its Transition Plan.

No findings or concerns on Section 504 or the Americans with Disabilities Act requirements were noted during the visit.

Fair Housing Requirements

We reviewed the Recipient's Fair Housing Ordinance in accordance with Sections 760.20 through 760.23, Florida Statutes, and Title VI of the Civil Rights Act of 1968. The Recipient has developed a public information program using a website located at http://www.cityofbrooksville.us/index.php?option=com_content&view=article&id=200&Itemid=140 to inform all segments of the community of their rights and responsibilities under the local Fair Housing Ordinance. The Recipient has undertaken a quarterly fair housing activity since the first on-site monitoring visit:

- Second Quarter 2012: The City is running a fair housing Public Service Announcement on the Hernando County Broadcast Network public access channel 622.

There were no findings or concerns noted under the area of Fair Housing Requirements.

Financial Management Transaction Testing

We traced a sample of canceled checks through the Recipient's financial management system to ensure it maintained proper documentation (invoices, payment vouchers, detailed journal entries and ledger postings). A sample of Request for Funds was traced through the financial management system to verify the basis upon which the requests were made. The Request for Funds numbers two, four, six and seven were reviewed. Additionally, we traced the following transactions through the Recipient's system:

1. Check #50210	Andy Easton and Associates	\$3,000.00
2. Check #50385	Andy Easton and Associates	\$3,000.00
3. Check #51167	Andy Easton and Associates	\$3,000.00
4. Check #51326	Andy Easton and Associates	\$3,000.00
5. Check #51846	BRW Contracting, Inc.	\$59,044.50
6. Check #51867	Andy Easton and Associates	\$1,000.00
7. Check #52007	Andy Easton and Associates	\$3,000.00
8. Electronic Transfer	Coastal Engineering Associates	\$12,235.20
9. Check #52035	BRW Contracting, Inc.	\$426,184.20

There were no findings or concerns noted under the area of Financial Management Transaction Testing.

Neighborhood Revitalization

During the application review period, the Department determined that each Service Area met the national objective of benefiting primarily low- and moderate-income (LMI) persons. Construction plans were previously reviewed for consistency with the application. During monitoring, any addendum issued after the construction plans review and any change order(s) executed after contract award were reviewed for eligibility.

If the project includes new sewer or water hookups funded by the grant, we reviewed hookup files to ensure that the homes connected were LMI households. Additionally, if sewer hookups were funded, we reviewed compliance with the hookup notice requirements in Section 381.00655(1), Florida Statutes.

The Department also visited the construction site in each service area. Based on document review and a visit to each service area, it appears the funded activities remain consistent with the application.

There were no findings or concerns noted under the area of Neighborhood Revitalization.

Labor Standards

The Davis-Bacon Act and other related acts require federal grant Recipients to monitor construction contractors and subcontractors to ensure that they comply with specific labor standard requirements. This review consisted of monitoring payrolls and project files to determine whether the Recipient is documenting the following:

1. The proper wage decision is included in each contract.
2. Any needed wage conformance requests are processed.
3. Payrolls are being obtained and reviewed.
4. Employee interviews are being conducted.
5. Any problems that arise are resolved in a timely manner.

The review indicates that Labor Standards requirements are being met.

National Objective/Benefit Monitoring

We reviewed program files to ensure each CDBG-assisted activity was eligible under the provisions of Section 105 of the Housing and Community Development Act and that each activity met the national objectives of benefit to low- and moderate-income persons (24 CFR Part 570.490). The documentation included evidence of compliance with the certification that at least 51 percent of the persons to be served are low- or moderate-income, as well as evidence that 70 percent of the CDBG funds principally benefit low- and moderate-income persons. Each Recipient under the Small Cities Program must ensure and maintain evidence that each of its activities assisted with CDBG funds meets a national objective as contained in its certification. The Recipient appears to be in compliance with all requirements to meet a national objective, based on a review of sample records and files on the project.

There were no findings or concerns noted under the area of National Objective/Benefit Monitoring.

Program Administration

This review focuses on whether the Recipient has a project management system that complies with program requirements. We reviewed the filing system and record retention procedures for compliance with 24 CFR Part 570.490(b), (c), and (d). Project progress was compared to the Work Activity Plan to determine on-time performance and expenditures. If non-CDBG funds were pledged in the application, we reviewed the amount expended to date. If program income was generated, its disposition was examined. Finally, if the Recipient received a citizen complaint, the file was reviewed to ensure that the Recipient followed its Citizen Participation Plan while resolving the complaint.

There were no findings or concerns noted under the area of Program Administration.

Please be aware that this report does not relieve your jurisdiction of its obligation to continue to administer the grant according to federal and state laws, the program rules, and sound management practices. At this time, no additional monitoring visits are planned.

We appreciate the helpful and cooperative attitude of those who provided assistance during the visit. If you have questions about this report or need additional information, please call Tammy Anderson, Government Operations Consultant II at (850)717-8425 or contact her via e-mail at tammy.anderson@deo.myflorida.com.

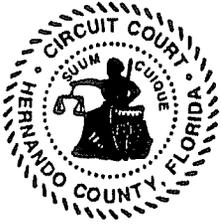
Sincerely,



Bob Dennis
Community Program Manager

BD/RD/ta

cc: Mr. Bill Geiger, Community Development Director, City of Brooksville
Andy Easton, Andy Easton and Associates



KAREN NICOLAI
Clerk of Circuit Court – Hernando County, Florida

20 N. Main Street
Brooksville, FL 34601

September 27, 2012

Ms. T. Jennene Norman-Vacha, City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Ms. Norman-Vacha:

Pursuant to Florida Statutes, Chapter 193.116, Municipal Assessment Rolls, the Value Adjustment Board (VAB) is required to provide notice whenever an appeal is made with regard to property located within your municipality. The statute further specifies that representatives of said municipality shall be given an opportunity to be heard at the hearing. Attached is a list of properties for which appeals have been filed, to date, with the 2012 Value Adjustment Board.

Each petition will be reviewed by the Property Appraiser. The VAB has appointed Special Magistrates to hear appeals and make recommendations to the VAB for those petitions that are not resolved by the Property Appraiser. Tentatively, the VAB will take action on the recommendations in the first quarter of 2013, after which Decision Notices will be mailed to the petitioners.

Sincerely,

Jenine E. Wimer
Administrative Services Manager

Attachments

cc: Alvin Mazourek, Property Appraiser

JW:slc

CTN
10.15.12
cc: Steve Bunn
JW

2012 Hernando County Value Adjustment Board

MUNICIPALITY REPORT - CITY OF BROOKSVILLE

<u>Petition No.</u>	<u>Parcel Key No(s).</u>	<u>Petitioner</u>	<u>Petition No.</u>	<u>Parcel Key No(s).</u>	<u>Petitioner</u>
12-001	01598845	Paul Magalian D TTEE, Lisa M. Magalian	12-002	01598845	Paul D Magalian TTEE
12-044	00149565	Cemex	12-049	00140984	Bullseye Gun Shop, Inc.
12-050	01598845	Paul and Lisa Magalian, TTEE	12-051	0035827; 01267202; 01402887; 00150482	Freedom Bank of America
12-052	1254476; 1360681	Tampa Electric Co.	12-059	359285	Wells Fargo Bank National Association
12-060	977063	Wells Fargo Bank National Association	12-074	01598701	Regional Enterprises, LLC
12-075	00927297	AT&T Florida	12-078	00359409	Brooksville 41, LLC
12-079	00359454	Brooksville 41, LLC	12-103	00453173	Florida Community Bank
12-107	01061549	Brixmor Residual Brooksville Square, LLC	12-110	00146292	Brooksville Commercial Properties
12-111	00359472	Brixmor Residual Brooksville Square, LLC	12-112	01273801	Brixmor Residual Brooksville Square LLC
12-137	00353156	Pro-Build Real Estate Holdings LLC	12-150	00977063	Dergan Properties, LLC
12-151	00359285	Dergan Properties, LLC	12-156	01564462	Baystreet Ventures II Inc.
12-157	00361138	Baystreet Ventures II, Inc.	12-158	01642878	Bay Street Ventures II., Inc.
12-160	00354547	Norbourne Estates Ltd	12-162	00929794	Winn-Dixie Stores, Inc.
12-167	01359513	Level 3 Communications	12-176	00953622	Candlelight Apartments 1
12-177	01026080	Candlelight Apartments II	12-178	00349634	Great Florida Bank
12-179	00350408	Great Florida Bank	12-180	00349938	Great Florida Bank
12-182	00349171	Great Florida Bank	12-184	01597150	Brook Haven LTD

2012 Hernando County Value Adjustment Board

MUNICIPALITY REPORT - CITY OF BROOKSVILLE
Continued

<u>Petition No.</u>	<u>Parcel Key No(s).</u>	<u>Petitioner</u>	<u>Petition No.</u>	<u>Parcel Key No(s).</u>	<u>Petitioner</u>
12-188	00144061	VLT, Inc.	12-205	01264642	Verizon Wireless
12-221	01679758	Verizon Wireless	12-234	00426131	MAK Family Partnership
12-237	01372918	JHK Properties LLC	12-252	00359310	SOSQ Property Investments, Inc.