

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

AGENDA

August 19, 2013

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. PRESENTATION & REQUESTS FOR WAIVERS

1. Hernando High School – Waivers for Annual Homecoming Parade

Consideration of request to waive certain fees for the annual Homecoming Parade on October 4, 2013 in the amount of \$527.40.

Presentation:	Hernando High School Representative
Recommendation:	Direction to Staff
Attachments:	Letter from Joy Nagy dated 06/25/13; Permit Application, Map & Certificate of Insurance

D. CITIZEN INPUT

E. CONSENT AGENDA

1. Minutes

- | | |
|-------------------|-----------------|
| a. March 18, 2013 | Regular Meeting |
| b. April 1, 2013 | Regular Meeting |
| c. April 15, 2013 | Regular Meeting |

2. EPA Brownfields Assessment Grant Program #BF-95498012-0FL

Consideration of Novation Agreement between the City, CTC Public Benefit Corporation and Cardno TBE and authorize the Mayor to sign.

3. Duke Energy Distribution Easement Agreement at McKethan Park

Consideration of easement for light poles at McKethan Park.

CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Minutes; 2) Memo from Director of Community Development dated 08/09/13, Letter from CTC dated 06/28/13, Novation Agreement; 3) Memo from Director of Parks, Facilities & Recreation dated 08/14/13, Distribution Easement Agreement

REGULAR COUNCIL MEETING – AUGUST 19, 2013

F. REGULAR AGENDA

1. **Healthcare Reform and Employee Medical Insurance Coverage Renewal**

Consideration for renewal of employee benefit insurance coverages for FY2014.

Presentation: City Manager and Shawn Fleming,
Gehring Group
Recommendation: Approval of Insurance Renewals
Attachments: Memo from Telina Dowdell, Human
Resources Specialist dated 08/14/13

2. **Southern Hills Plantation Home Owner's Association Request for Balance of Bond Money**

Consideration for release of the balance of Bond Money following completion of infrastructure within Southern Hills Plantation Development.

Presentation: Margaret Bloomquist, Director, SHP
HOA
Recommendation: Direction to Staff
Attachments: Letter from Director of Southern
Hills Plantation HOA Director dated
07/08/13

3. **Actuarial Services RFP No. CC2013-02 Award**

Consideration of award for Actuarial Services to Gabriel Roeder Smith & Company and authorize staff to negotiate a task order and agreement to be returned to Council for approval.

Presentation: City Manager
Recommendation: Direction to Staff
Attachments: Memo from City Manager dated
08/14/13

4. **Ordinance No. 754-E – Firefighters' Retirement Trust Fund Amendments**

Consideration of approval of ordinance amending Sections 1 and 15 of the City of Brooksville Firefighters' Retirement Trust Fund.

Presentation: Fire Chief
Recommendation: Approval of **First Reading** of
Ordinance No. 754-E upon roll call
vote and schedule second reading for
09/16/13
Attachments: Memo from Fire Chief dated
08/19/13; Proposed Ordinance;
Letter from Board Attorney dated
05/28/13

REGULAR COUNCIL MEETING – AUGUST 19, 2013

5. 2013 Great Brooksvillian Selection

Review of Screening Committee recommendations and selection of the 2013 Great Brooksvillian recipient.

Presentation: City Clerk and Screening Committee Chair
Recommendation: Approval of Appointment or Direction to Staff
Attachments: Memo from City Clerk and Screening Committee Chair dated 08/13/13, Screening Committee Minutes, Addition Information as Provided by the Screening Committee

6. Florida League of Cities Legislative Action Committees

Consideration of appointment of Council Members to the Florida League of Cities' Action Committees for the 9/2013 – 8/2014 year.

	<u>Current Council</u>
Finance, Taxation & Personnel	Frankie Burnett
Transportation & Intergovernmental Relations	Joe Johnston
Energy & Environmental Quality	Kevin Hohn
Growth Management & Economic Development	Lara Bradburn
Urban Administration	Joe Bernardini

Presentation: City Clerk
Recommendation: Appointments
Attachment: Memo from City Clerk dated 8/08/13

G. CITIZEN INPUT

H. ITEMS BY COUNCIL

I. ADJOURNMENT

CORRESPONDENCE TO NOTE

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

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



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: Hernando High School Homecoming Activities
Date: August 13, 2013

GENERAL SUMMARY/BACKGROUND: We are in receipt of a request from Hernando High School to waive all fees/costs for their 2013 Homecoming Parade. As in past years, the parade will begin around 1:00 p.m. from the Hernando High School bus compound on Oakwood (heading west) to Howell (heading south) to Fort Dade Avenue (turning east) to Bell Avenue and back to Hernando High School. Historically the City Council has waived the fees associated with the parade.

The Homecoming Parade is scheduled for Friday, October 4, 2013. Because the parade will occur during regular/general office hours, City staff has attempted to maximize the use of "on-duty personnel" to minimize impact and additional overtime costs to the City.

The Police Department estimates costs in the amount of \$527.40 for property traffic control coverage.

The Fire Department, as in the past, will lead the parade with on-duty personnel and will be available for calls as well.

 **BUDGET IMPACT:** Total impact to the City of Brooksville for the Hernando High School Homecoming Parade for 2013 is estimated at approximately \$527.40. Monies have been proposed for approval in the FY2014 budget. Proposed is \$7,000 for Council waivers for such special events. To date, no waivers have been approved for FY2014.

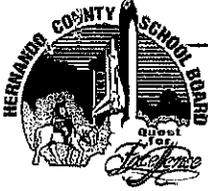
LEGAL REVIEW: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events. Section 74-168 authorizes the City to levy fees to offset costs of such permits, which are set by Policy 1-2000, to be reimbursed by the applicant. It is within Council discretion to waive provisions of such policies.

STAFF RECOMMENDATION: Direction from Council.

ATTACHMENTS:

1. Letter from Hernando High School dated 06/25/13
2. Street Closure Permit & Map
3. Certificate of Insurance

Attachment 1



919 North Broad Street
Brooksville, Florida 34601
(352) 797-7000

Hernando High School
700 Bell Avenue
Brooksville, Florida 34601
Tel: (352) 797-7015 • Fax: (352) 797-7115
www.edline.net/pages/hcsb_hhs



June 25, 2013

Brooksville City Council Members
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

Re: Hernando High School Homecoming Parade – October 4, 2013

Honorable City Council Members:

Please consider our request for the City of Brooksville to, once again, support the Hernando High School Homecoming Parade. I am asking the city council to waive the cost associated with the parade permit and street closure. Hernando High School will provide the required Application for Street Closure and a certificate of insurance.

Our Homecoming week for the 2013-2014 school year will begin September 30th and will culminate on October 4th with the parade beginning at 1:00 p.m. The Homecoming parade is one way we endeavor to incorporate the community into our Homecoming events. The parade is an integral part of our Homecoming week and has always been greatly supported by the community as well as our students, parents, and alumni.

Thank you in advance for your continued support of Hernando High School.

Sincerely,

Joy Nagy

Joy Nagy
HHS SGA Sponsor

The mission of the Hernando County School System is to provide a quality education in a safe environment for the youth of our community to foster their growth physically, socially, and academically. We will provide the opportunity for life-long learning for all our citizens so that all may compete and flourish in a modern, global economy. While students are our primary concern, and we recognize they are the reason for our existence, we are also sensitive to the needs of others such as parents, the community and all employees of Hernando County Schools.

Attachment 2

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

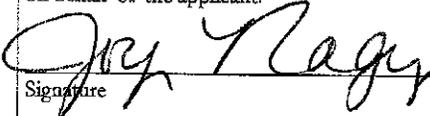
INSTRUCTIONS: COMPLETE TOP PORTION OF FORM AND RETURN TO CITY CLERK'S OFFICE at 201 Howell Avenue, Brooksville, FL 34601 for processing. A broad form type events coverage or other insurance policy acceptable to the City is required to protect the City from any and all claims for injuries, or damages 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 Approved by Council Yes No

Name or Organization Hernando High School		Event Homecoming Parade	
Contact Person Joy Nagy, Hernando High SGA Sponsor		Address 700 Bell Ave., Brooksville, Florida 34601	Telephone (352) 797-7015, ext. 410
If unavailable (Alternate Name)		Address	Telephone
Date of Event October 4, 2013	Starting Time 1:00 p.m.	Ending Time (approx) 2:30 p.m.	Estimated Number of Participants 500

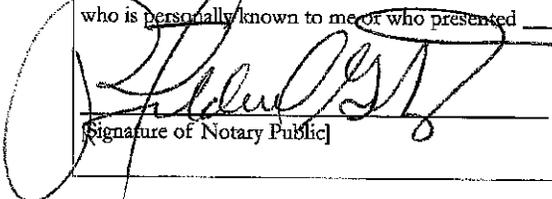
Proposed Route (include Street/Avenue, attach location map)
Oakwood, left on Howell Ave. to Ft. Dade. Left on Ft. Dade to Bell Ave. Left on Bell Ave. and return to Hernando High School.

I/We Joy Nagy 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.


Signature

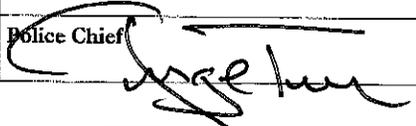
State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 1st day of June, 2013, by Joy Nagy who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.


Signature of Notary Public

MILDRED E. GARCIA-VARGAS
Notary Public, State of Florida
My comm. exp. **Sept. 20, 2013**
Comm. No. **DD 926829**

- 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 8/7/13	City Manager	Date

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: Hernando High School's Homecoming Parade
 Starting: 1:00 p.m. End: 2:30 p.m.

Police Department

Personnel	<u>6</u>	@	\$ <u>26.28^{hr}</u>	= \$	<u>315.36</u>	(2 hrs)
Equipment	<u>3</u>	@	\$ <u>17.52</u>	= \$	<u>105.12</u>	(2 hrs)
	<u>1</u>	@	\$ <u>24^{hr}</u>	= \$	<u>48^{hr}</u>	(2 hrs)
	<u>2</u>	@	\$ <u>14.73</u>	= \$	<u>58.92</u>	(2 hrs)
		@	\$ _____	= \$	_____	

POLICE DEPARTMENT TOTAL \$ 527.40

Fire Department

Personnel	_____	@	\$ _____	= \$	_____
Equipment	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____

on duty crew will lead parade as in past. Available for calls. Met 7/2/13

FIRE DEPARTMENT TOTAL \$ 0

Public Works

Personnel (Streets)	_____	@	\$ _____	= \$	_____
Equipment	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____
Personnel (Garbage)	_____	@	\$ _____	= \$	_____
Equipment	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____

PUBLIC WORKS TOTAL \$ 0

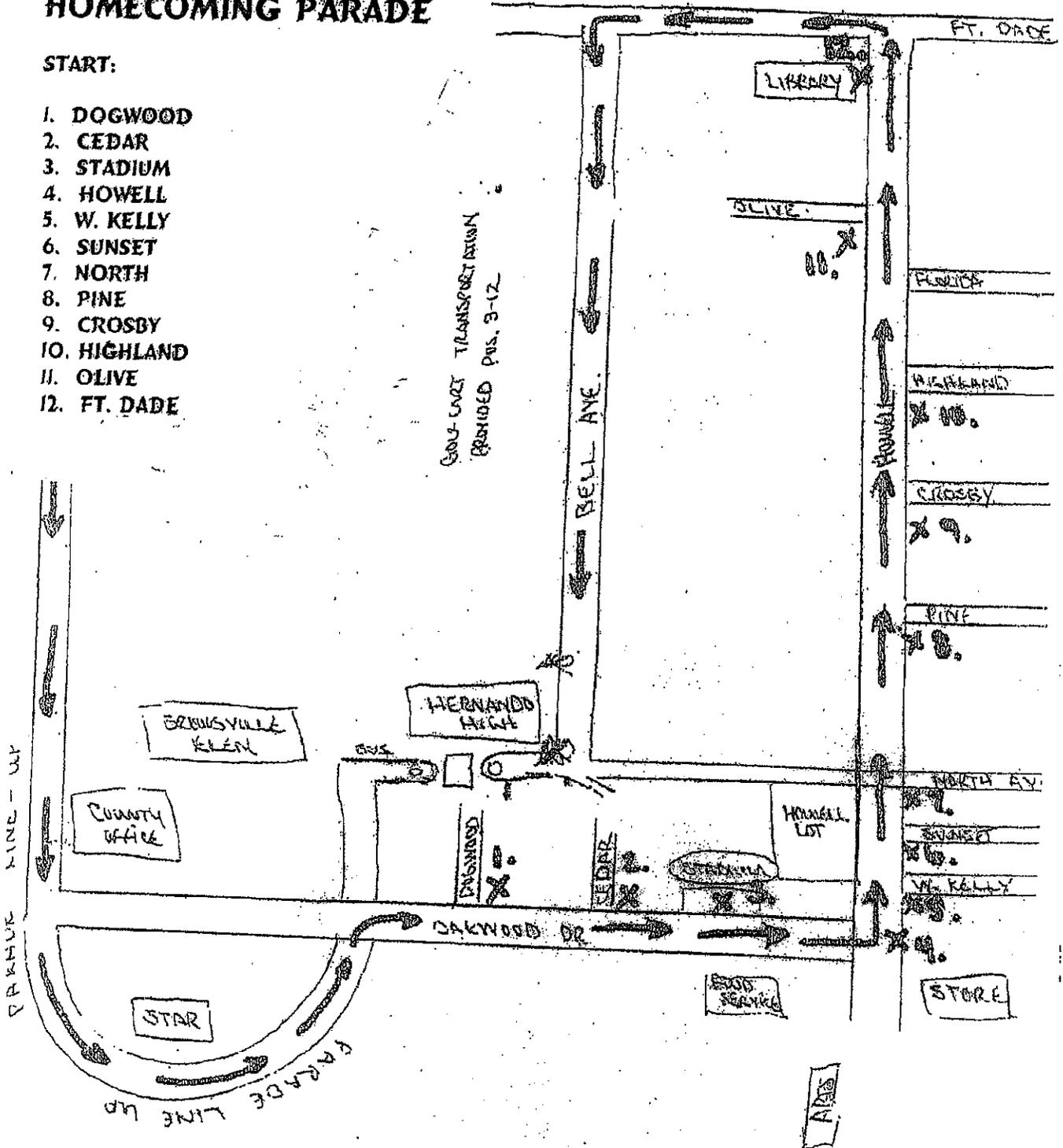
ESTIMATED TOTAL DUE CITY \$ _____

TOTAL Actual Costs \$ _____	Billed \$ _____
Payment Received By: _____	

HOMECOMING PARADE

START:

1. DOGWOOD
2. CEDAR
3. STADIUM
4. HOWELL
5. W. KELLY
6. SUNSET
7. NORTH
8. PINE
9. CROSBY
10. HIGHLAND
11. OLIVE
12. FT. DADE



Attachment 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Ave Suite 1350 Orlando, FL 32801 Peter Doyle	1-800-524-0191 CONTACT NAME: Audrey Dellolio, ARM-P, AU PHONE (A/C, No, Ext): 407-563-3553 E-MAIL ADDRESS: Audrey.Dellolio@ajg.com FAX (A/C, No): 407-370-3057
INSURED North East Florida Educational Consortium 3841 Reid Street Palatka, FL 32177	INSURER(S) AFFORDING COVERAGE INSURER A: Self Insured per F8768.28 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 33811791

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			See Below	07/01/13	07/01/14	EACH OCCURRENCE \$ Per Statute
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						W/C STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Qualified Self Insurer per F8768.28 - Limits per Statute.

REF: HERNANDO COUNTY SCHOOL BOARD
Hernando High School's use of Certificate Holder's premises.**CERTIFICATE HOLDER**City of Brooksville

201 Howell Avenue

Brooksville, FL 34601

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)
audrdel
33811791

The ACORD name and logo are registered marks of ACORD

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

AGENDA

March 18, 2013

7:00 P.M.

Brooksville City Council met in regular session with Mayor Lara Bradburn, Vice Mayor Kevin Hohn, Council Members Frankie Burnett and Joseph E. Johnston, III present. Also present were James Fisher, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works, Mike Walker, Director of Parks, Facilities & Recreation and George Turner, Police Chief. A member of Hernando Today was in attendance.

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

CITIZEN INPUT

Mayor Bradburn asked for citizens input.

Beverly Lewis was in attendance to promote the 4th Annual Taste of Relay for Life on Saturday, March 23, 2013, from 4-6 p.m. at the First United Methodist Church.

CONSENT AGENDA

Flagstone Pavers, Inc., Ad Valorem Tax Abatement

Consideration to continue tax abatement incentive.

Police Officer's Pension Trust Fund (POPTF) Board Member

Ratification of appointment of the "fifth member" to the POPTF for the remainder of an unexpired 4-year term of office through December 31, 2014, as elected by a majority of the Board Members on February 27, 2013.

Beautification Board Appointment

Appointment for one (1) full-time position to fill a vacant 4-year term of office through December 31, 2015.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Johnston for approval of the Consent Agenda.

Regarding Flagstone Pavers, Council Member Bernardini stated the goal of what the contract was signed for has not been reached and didn't agree with allowing them an 80% tax exemption, which was briefly discussed. Council agreed that next year a closer examination is warranted.

Motion carried 4-1, with Council Member Bernardini voting in opposition.

REGULAR COUNCIL MEETING – March 18, 2013

REGULAR AGENDA

Resolution 2013-05 Conservation Lands Purchase

Consideration of Resolution in opposition of legislation requiring state and local governments purchasing lands for conservation to sell an equal amount of other lands owned by the governmental entity.

Mayor Bradburn reviewed the issue at hand.

City Clerk Peters read Resolution No. 2013-05 by title, as follows:

**A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA,
OPPOSING PROPOSED LEGISLATION REQUIRING STATE
OR ANY LOCAL GOVERNMENT BUYING LAND FOR
CONSERVATION PURPOSES TO SELL AN EQUAL AMOUNT
OF LAND.**

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Johnston for approval.

Council Member Hohn advised he is against the resolution because so many entities buy land for political purposes in the name of conservation. He didn't feel government should be in the business of buying and selling property.

Council Member Bernardini advised when government buys land it's at premium but selling is at rock bottom prices. He did not agree with the proposed legislation.

Council Member Johnston has a problem in that it forces governments to sell.

Mayor Bradburn felt it goes against home rule.

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

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

Broad Street Traffic Signal Update

Consideration of upgrade to the traffic signal and transfer of funds in the amount of \$2,786.45.

Director Radacky reviewed and recommended the upgrade.

Vice Mayor Bradburn asked if there is any credit for the current light. Director Radacky will check it out. Mayor Bradburn didn't see it as a priority item. She recommended putting it on the list of things to be done. Council Member Johnston felt it should be done right now as it will benefit surrounding businesses and felt it to be a safety issue. The other Council Members concurred. Council Member Burnett also felt the intersection at Martin Luther King is bad as well.

REGULAR COUNCIL MEETING – March 18, 2013

Motion:

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

Motion:

Motion was made by Council Member Johnston and seconded by Vice Mayor Hohn for approval of taking the money out of the red light camera fund. Motion carried 5-0.

Council Member Bernardini asked that the possibility of striping the street in front of Dunkin Donuts be reviewed. City Manager and Director Radacky will look into it.

Brooksville Housing Authority Member Removal

Consensus of Council to remove member as recommended by the Mayor.

City Clerk Peters reviewed. Mayor Bradburn advised she felt the last appointee, Mrs. Sandra Roth, would be the first to be removed.

Mrs. Roth addressed Council and advised she took the appointment seriously and it would be her pleasure to continue on the board if Council sees fit. Mayor Bradburn advised she could reapply for the alternate position.

Council Member Bernardini stated he knows the Mayor has the authority to appoint, with Council consensus but wondered what happens if Council doesn't concur. Council Member Bernardini felt Mrs. Roth should be allowed to stay on the board as the alternate. Council Member Johnston agreed.

Council Member Burnett pointed out there are no South Brooksville, or low income residents on the board. The issue was further discussed. Vice Mayor Hohn agreed with Council Member Burnett but felt it to be unfair to Mrs. Roth to remove her from the board at this time. He favored recruiting when a term expiration comes up.

Council Member Burnett felt it would be ok to leave Mrs. Roth for now and consider the next opening for a member of lower income for the board. He also stated the board needs an advisory council.

Motion:

Motion was made by Council Member Johnston and seconded by Vice Mayor Hohn for approval of the Mayor's recommendation to remove Ms. Roth and recruit for applications.

Motion carried 5-0.

CITIZEN INPUT

Mayor Bradburn asked for public input.

Kojack Burnett was in approval of Councils decision concerning the Brooksville Housing Authority.

REGULAR COUNCIL MEETING – March 18, 2013

ITEMS BY COUNCIL

Joe Bernardini, Council Member

Junk Car Signage

Council Member Bernardini advised he is still seeing the signage around the City for buying junk cars. Director Geiger advised of the penalties associated with code enforcement.

Fluoride

He advised he is in agreement with Council Member Burnett's request to add Fluoride to an agenda or workshop. He asked that staff find out if for people who don't want to drink local fluoridated water, if water is available from the state. City Manager will look into the subject.

Frankie Burnett, Council Member

Staff Appreciation

Council Member Burnett thanked the City Manager and staff for their continued efforts.

Health Department

He would like to see the Health Department be on a special workshop or meeting agenda to share their views on Fluoride. Mayor Bradburn did not concur, stating they are slated to appear at budget time.

Joseph E. Johnston, III, Council Member

Health Department

Council Member Johnston concurred with Council Member Bernardini concerning the Fluoride issue.

Kevin Hohn, Vice Mayor

1st Tee of Brooksville

He had two checks for Director Walker in the amounts of \$2,500 each. He advised he would also have two other donations shortly in the amounts of \$2,500 and \$5,000 and also plans to try to get those donations up to a total of \$20,000. The tournament is scheduled at Southern Hills for April 16th with a BBQ buffet afterwards.

Jim Fisher, City Attorney

Traffic Light on S. Broad

He thanked Council for approving the traffic light being replaced.

T. Jennene Norman-Vacha, City Manager

Workshop

Tentatively set for Tuesday, April 23rd for Pavement Management discussions.

Council Member Johnston asked if it was set in stone to meet on Mondays. Staff will review.

Lara Bradburn, Mayor

National Guard Deployment

Mayor Bradburn advised she attended the sendoff of the C Company.

REGULAR COUNCIL MEETING – March 18, 2013

Wednesday Recycling

She reminded all that Wednesday is recycling and all recyclables can be put by the curb.

Earth Day

Mayor Bradburn advised April 20th is the Earth Day event. Beautification Board Chairman Scott Renz will be assisting

Fluoride

She advised she will get something scheduled to address the issue.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:15 p.m.



Doree L. Peters
City Clerk

Attest: _____
Mayor

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

April 1, 2013

7:00 P.M.

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

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Proclamation - Children's Week - April 7 - 13, 2013

Proclamation supporting the Children's Week event to be held on April 13th at the Jerome Brown Community Center.

Mayor Bradburn read the proclamation in its entirety and presented it to Noreen St. Jean of Devereux Kids and Janine Hammott of and of the Hernando County Community Alliance

Proclamation - Military Family and Community Covenant Day

Proclamation supporting the Military Family and Community Covenant Day on April 17, 2013.

Mayor Bradburn read the proclamation in its entirety to be mailed to the Florida League of Cities.

Proclamation - Water Conservation Month

Consideration of proclamation designating April as "Water Conservation Month."

Mayor Bradburn introduced Chris Zajac, Government Affairs Program Manager of Southwest Florida Water Management Northern District, who was presented the proclamation. Mr. Zajac spoke of things that can be done to conserve water.

Council Member Johnston reminded citizens that, although there are different watering restrictions throughout the Southwest Florida Water Management District's area, the city remains on a 1 day a week watering schedule. This schedule is on the city's website.

Proclamation - Kiwanis Club of Brooksville, Inc. 90th Anniversary

Consideration of proclamation honoring the Kiwanis Club of Brooksville on their 90th Anniversary Celebration.

REGULAR COUNCIL MEETING MINUTES – April 1, 2013

Mayor Bradburn read the proclamation in its entirety and presented it to Judge Kurt Hitzemann, President of the Kiwanis Club of Brooksville.

Hernando County Fair & Youth Livestock Show Update

Presentation of an update on the annual event to be held April 5 - 13, 2013, at the Hernando County Fairgrounds.

Tammy Fincher of the Fair Association reviewed the week's events.

CITIZEN INPUT

Mayor Bradburn asked for public input; there was none.

CONSENT AGENDA

Minutes

December 17, 2012 Regular Meeting

City-Wide Surplus

Consideration to surplus items determined to be obsolete, inoperable or no longer useful.

Mutual Aid Agreement with Hernando County Sheriff's Office

Consideration of approval of the Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with an effective date of April 1, 2013 through March 31, 2017.

Motion:

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

REGULAR AGENDA

Audited Financial Statements

Review and acceptance of Annual Audit for Fiscal Year ended 09/30/12 prepared by Oliver & Company, P.A.

Mary Beth Gary, CPA, Oliver & Company, reviewed the audit for FY2012. Mayor Bradburn pointed out, as a first, there were zero compliance issues, reflecting a strong financial state. She commended the Finance Department staff and the City Manager. Finance Director Baumgartner thanked Mary Beth for all their hard work as well.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Bernardini for approval. Motion carried 4-0.

City Manager Norman-Vacha commended the Finance Department as well as Oliver & Company.

REGULAR COUNCIL MEETING MINUTES – April 1, 2013

CITIZEN INPUT

Mayor Bradburn asked for public input.

Kojack Burnett thanked the Mayor for having a short meeting.

ITEMS BY COUNCIL

Joe Bernardini, Council Member

State Order Issue

Council Member Bernardini asked if staff had an answer on the State Order issue. City Manager Norman-Vacha advised not as of yet.

Traffic Signal Countdown at Wiscon Road

He asked Director Radacky about the traffic signal countdown at Wiscon Road. Director Radacky advised he spoke with Brian Malmberg of the County and asked him to check with DOT to install but it was not approved by DOT. There could be an appeal to FDOT but chances are slim to be approved. Chatman Boulevard intersection is working but was not approved to be automatic. The button has to be pushed to change it.

Joseph E. Johnston, III, Council Member

Police Arrest Reports

Council Member Johnston requested the Police Department reports distributed in word perfect be changed to a PDF.

Mayor Bradburn informed Council Member Johnston that someone from the Water Supply Authority indicated there is still a plan to steal our water. Council Member Johnston advised they seem to be concentrating more on the Citrus and Sumter County areas at this time.

Kevin Hohn, Vice Mayor

Southern Hills Pond

Vice Mayor Hohn advised the pond in Southern Hills is being filled and thanked Director Radacky for his efforts.

1st Tee Golf Tournament

He advised the tournament to benefit the 1st Tee program will be April 16, 2013 at Southern Hills Plantation. Mike's Auto Body on County Line Road is another \$1,500 sponsor. Sponsors and players are needed and funds raised provide tuition assistance and scholarships. He also advised he will be on WWJB radio on Tuesday, April 9th at 1:00 for thirty (30) minutes to talk about the Tournament.

Lara Bradburn, Mayor

Reminders

She reminded all that, in conjunction with the Earth Day Celebration, Wednesday is

REGULAR COUNCIL MEETING MINUTES – April 1, 2013

recycling day. Those needing bags can call the Department of Public Works or the front desk at City Hall. The Earth Day Spring Clean-up Event will be on April 20th and she is working with Scott Renz, Beautification Board Chair to beautify the city.

The cover of the new Healthy Living Magazine features the Blueberry Festival on the front cover with an article inside. The festival will be May 4 & 5, 2013.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 7:45 p.m.


City Clerk

Attest: _____
Mayor

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

AGENDA

April 15, 2013

2013 Volunteer Appreciation Reception

6:30 P.M.

Brooksville City Council met in regular session with Mayor Lara Bradburn, Vice Mayor Kevin Hohn, Council Members Joe Bernardini and Joseph E. Johnston, III present. Also present were James Fisher, 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; and Tim Mossgrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present.

The meeting was called to order at 7:03 pm following the Volunteer Appreciation Reception by Mayor Bradburn, followed by an invocation and Pledge of Allegiance.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Volunteer Appreciation Week April 21 – 27, 2013

Presentation of proclamation declaring April 21st – 27th as National Volunteer Week and honoring our citizens that volunteer their valuable time and make a difference in the City of Brooksville.

Mayor Bradburn read the proclamation in its entirety and presented volunteers with Certificates of Appreciation, recognizing those having 5, 10, 15 and 20 years of service. Also recognized were Dennis Wilfong and Michael Heard for over 3,000 hours of volunteer service, on which City Manager Norman-Vacha elaborated. Members of the Brooksville Vision Foundation spoke of their purpose.

Mayor Bradburn presented Scott Renz with the 2013 Brooksville Spirit Award and the 2013 Volunteer of the Year Award to Michael Heard.

Property Assessment/Values Update

Presentation of an update on property assessment/values from the Hernando County Property Appraiser's Office.

John Emerson, Hernando County Property Appraiser, advised the 2013 taxable value for the city, compared to the 2013 taxable value reflects a 1.5% reduction but advised he will come back in a couple weeks to give an update after the tangible accounts are added in May.

Donate Life Month Proclamation

Consideration of proclamation designating April as "Donate Life Month."

Vice Mayor Hohn read the proclamation in its entirety, which will be mailed to Manager of Public Affairs Jennifer Krouse of LifeLink Foundation Inc.

REGULAR COUNCIL MEETING MINUTES – April 15, 2013

Arbor Day Proclamation

Presentation of proclamation supporting Arbor Day in our community, which will be recognized at a Beautification Board event to be held on April 26, 2013, 10:00 a.m. at Russell Street Park.

Council Member Bernardini, as Council liaison of the Beautification Board read the proclamation in its entirety. He advised this year's event will be 10:00 a.m. at Russell Street Park.

Safe Digging Month Proclamation

Consideration of a proclamation designating April as "Safe Digging Month".

Council Member Johnston read the proclamation in its entirety. Council Member Bernardini advised there are many underground utilities, such as gas, water, electric, cable, etc. By law, it is required to call 811 before digging. He advised that last year, west of Sunshine Grove Road, a fibre optic cable was cut, which eliminated power to the whole area west of there. Calling 811 is a free service.

CITIZEN INPUT

Mayor Bradburn asked for public input; there was none.

CONSENT AGENDA

Minutes

January 15, 2013 Workshop

Council Member Johnston pointed out that January 15th was a workshop, not a regular meeting.

Motion:

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

REGULAR AGENDA

Ordinance No. 835 – Mosquito Control MSTU

Consideration of proposed ordinance providing for inclusion of the City in the Hernando County Mosquito Control Municipal Service Taxing Unit (MSTU) for FY2013/14.

Richard Radacky, Director of Public Works, advised there was a referendum on the last election in which voters approved this MSTU. The attached ordinance supports the MSTU for FY2013/14. He advised the County Attorney does not like the statement in section 3 to not exceed the 1/10 of a mill. The cap allows Council to reconsider participation should costs increase, which was discussed.

Mayor Bradburn reiterated that she feels mosquito control is a County responsibility, not a municipality one, and City tax payers already contribute to County taxes.

REGULAR COUNCIL MEETING MINUTES – April 15, 2013

Motion:

Motion was made by Vice Mayor Hohn and seconded by Council Member Bernardini for approval of Ordinance No. 835.

Mayor Bradburn asked for public input; there was none.

City Clerk Peters read Ordinance No. 835 by title, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, CONSENTING TO BE INCLUDED IN THE HERNANDO COUNTY MOSQUITO CONTROL MUNICIPAL SERVICE TAXING UNIT CREATED BY HERNANDO COUNTY ORDINANCE NO. 2011-11; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

City Manager Norman-Vacha advised the Interlocal Agreement referenced in Section 5 is being worked on by staff and legal counsel and will be forthcoming.

CITIZEN INPUT

Mayor Bradburn asked for public input.

Kojack Burnett commended Council.

ITEMS BY COUNCIL

Joe Bernardini, Council Member

Council Member Bernardini once again thanked all the City's volunteers.

Countdown at Wiscon

He asked if Director Radack found out anything from FDOT about the countdown at Wiscon, who advised he will be writing a letter to the appropriate person this week.

Red Light Cameras

He asked why the flashes happen even when traffic is stopped as it is very distracting. Chief Turner advised it is recalibrating.

Jim Fisher, City Attorney

Hogan Law Firm Fishing Tournament

He reminded all that the tournament will be Saturday and supports Hospice. He advised that any anglers are welcome to sign up. Fees include breakfast, fishing, and lunch.

REGULAR COUNCIL MEETING MINUTES – April 15, 2013

Joseph E. Johnston, III, Council Member

Council Member Johnston also thanked volunteers.

He thanked staff for their efforts to change the lights at the intersection by Winn-Dixie and Dunkin Donuts.

T. Jennene Norman-Vacha, City Manager

City Manager Norman-Vacha reminded Council of the Pavement Management Workshop on the 23rd.

Kevin Hohn, Vice Mayor

1st Tee of Brooksville Charity Golf Tournament

He advised this tournament is tomorrow, April 16th. He thanked Logan Neil for his article in the Tampa Bay Times along with Parks & Recreation staff, as well as Barbara Manual for allowing them to be on the Radio. They expect to raise between \$12-15,000.

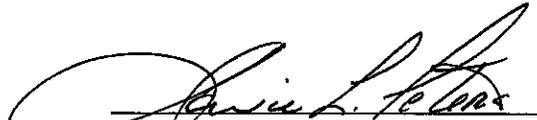
Lara Bradburn, Mayor

Earth Day Spring Cleanup

She advised this will be Saturday beginning at the Cemetery.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:31 p.m.



City Clerk

Attest: _____
Mayor



CONSENT A G E N D A I T E M
M E M O R A N D U M

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 PROGRAM
CONSULTANT CONTRACT NOVATION – GRANT #BF-95498012-0 FL
DATE: August 9, 2013

GENERAL SUMMARY/BACKGROUND: On November 28, 2011, the City 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 was approved by the City Council on October 15, 2012, and submitted to the EPA Region 4 office October 16, 2012.

The 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.

It was acknowledged at the time when the City Council approved the EPA Grant Cooperative Agreement that the City needs 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 initiated the “Request for Qualifications” (RFQ) process by advertising RFQ CD2012-05 on August 24, 2012, for firms to respond by a closing date of September 14, 2012. Qualification statements were received from six firms who specialize in professional environmental consulting services.

A staff review team appointed by the City Manager reviewed the qualification statements received and ranked the firms in accordance with the RFQ, City Policy No. 2-88 and Section 287.055, Florida Statutes. The firms were initially ranked based on the Qualification Statements only. Then the top three firms, as per the initial ranking, were given the opportunity to make presentations and be interviewed by the staff review team. Based on the Qualification Statements and the oral presentations by the respective firms, the staff review team submitted its recommendation to the City Council on November 5, 2012.

At the November 5, 2012 regular meeting, the City Council determined that they wanted the top three firms as ranked by the staff review team to make presentations and be interviewed directly by City Council prior to making a final consultant selection. The consultants made presentations and were interviewed at the December 3, 2012 meeting, at which time the City Council selected CTC Public Benefit Corporation as the top ranked firm to negotiate a contract with to provide consultant services for the City’s Brownfields Grant Project.

A contract was negotiated with CTC Public Benefit Corporation and approved by the City Council on January 7, 2013. The contract provides for services to be rendered on a Task Order basis and specifies a scope of services consistent with the needs and requirements of the City's Brownfields Grant Project. The City Manager executed Task Order 001 to the Agreement for Contract Services on February 15, 2013.

SUBSEQUENT ACTION: The Consultant has been working with City staff to finalize the federally required Work Plan and Community Involvement Plan which was approved by the US EPA near the end of June 2013. The City hosted the first Brownfields Task Force community outreach meeting on July 29, 2013.

Near the end of June 2013, CTC Public Benefit Corporation notified the City that they had made a business decision to transition its staff, resources and assets supporting its Brownfields efforts (including all current contracts) to Cardno TBE (effective July 1, 2013). As such, the contract that the City currently has with CTC Public Benefit Corporation needs to be novated from CTC Public Benefit Corporation over to Cardno TBE. Under the novated Agreement, the City will continue receiving services from the same CTC Public Benefit Corporation staff and subconsultant (Creative Environmental) that it has been working with to date. The difference is that Cardno TBE will be the responsible entity for providing the same consultant services. This merger of companies will actually strengthen the service capacity of the consultant since it adds staffing and expertise of Cardno TBE to the mix. Cardno TBE also has its main company headquarters in Clearwater, FL with a local office in Brooksville. CTC Public Benefit Corporation's office is in Columbia, South Carolina.

As City Council may recall, when going through the RFQ selection process, Cardno TBE was ranked as the top, most qualified firm to work with by your staff. The merger of CTC Public Benefit Corporation with Cardno TBE appears to be a plus for all parties involved.

BUDGET IMPACT: Funding for grant services is 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 #144-000-331-43500 (Federal Grants Economic Environment), 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 is absorbed by the City.

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. The Hogan Law Firm has reviewed the proposed Novation Agreement and indicated that it meets legal sufficiency and may be signed by the City.

STAFF RECOMMENDATION: Approve the Novation Agreement between the City, CTC Public Benefit Corporation and Cardno TBE and authorize the Mayor to sign the Contract.

ATTACHMENT(S): 1. Letter from CTC Public Benefit Corporation dated 06/28/13
2. Novation Agreement

Attachment 1

Letter from CTC Public Benefit Corporation

Dated 06/28/13



1233 Washington Street, Suite 1000, Columbia, SC 29201
Writer's Direct Dial Number: 803-929-6062 FAX: 803-929-6065 E-mail: moricij@ctc.com

June 28, 2013

PBC/JHM-CL0041-13

City of Brooksville, Florida
201 Howell Avenue
Brooksville, FL 34601

Attention: Bill Geiger, Community Development Director

SUBJECT: Notification of Business Unit Migration and Request for Contract Novation

REFERENCE: Contract: February 15, 2013 Agreement for Professional Services between City
Brooksville and CTC Public Benefit Corporation

Dear Mr. Geiger:

CTC Public Benefit Corporation (PBC) has made the business decision that as of July 1, 2013, staff, resources, and assets supporting its Brownfields efforts, including the Reference Contract, will be transitioned to Cardno TBE.

Cardno TBE was established in 1984, when the firm was originally known as Tampa Bay Engineering. In September 2008, TBE joined forces with international firm and Australia-based Cardno Limited in a merger. Cardno is an integrated professional services provider, locally delivering the specialist advice necessary to create or improve the physical and social infrastructure that underpins communities around the world. The team comprises leading advisers who plan, design and deliver sustainable projects or community programs. Cardno has over 3,360 employees in more than 104 permanent offices worldwide. Key areas of expertise include brownfield redevelopment services, environmental services, civil engineering, structural engineering, geotechnical services, survey and mapping services, international development assistance, and project management.

PBC is confident that this transaction will be largely invisible to your organization. The existing staff will continue to support your project, but they will have even more resources and expertise to provide greater value to your project. In order to continue to serve you, we respectfully request that the Reference Contract be novated to Cardno TBE. Therefore, an enclosed Novation Agreement is provided for your review and signature. Should you find the enclosed agreement acceptable, please execute and return.

If you have any questions, please contact me.
Sincerely,

A handwritten signature in black ink, appearing to read "Joe Morici", written in a cursive style.

Joe Morici
(803) 929-6062

Attachment 2

Novation Agreement

NOVATION AGREEMENT

CTC Public Benefit Corporation (PBC) ("Transferor"), a non-profit corporation duly organized and existing under the laws of the District of Columbia with its principal office located at 1233 Washington Street, Suite 1000, Columbia, SC 29201; TBE Group, Inc. d/b/a Cardno TBE ("Transferee"), a corporation duly organized and existing under the laws of the State of Florida with its principal office located at 380 Park Place Boulevard, Suite 300, Clearwater, FL 33759; and City of Brooksville, Florida ("Client") enter into this Agreement as of July 1, 2013 (Effective Date).

(a) The parties agree to the following:

(1) The Client has entered into a contract with the Transferor, Services Agreement between the City of Brooksville, Florida and CTC Public Benefit Corporation, dated February 15, 2012, and also attached as an Exhibit "A" and incorporated in this Agreement by reference (the "Contract"). The term "the Contract," as used in this Agreement, means the above contract and all other written modifications, if any, included in Exhibit A, made between the Client and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Client or the Transferor has any remaining rights, duties, or obligations under this contract). Included in the term "the Contract" is also all written modifications made under the terms and conditions of the contract between the Client and the Transferee, on or after the effective date of this Agreement.

(2) As of the Effective Date, the Transferor has assigned all of its right, title, and interest in the Contract to Transferee, and Transferee has assumed all of Transferor's duties and obligations under the Contract to the extent arising or accruing after the Effective Date as set forth in the Assignment and Assumption Agreement attached hereto as Exhibit "B" (the "Assignment and Assumption").

(3) It is consistent with the Client's interest to recognize the Transferee as the successor party to the Contract.

(4) The Transferee is in a position to fully perform all obligations that may exist under the Contract.

(b) In consideration of these facts, the parties agree that by this Agreement:

(1) The Client does hereby consent to the assignment of the Contract to the Transferee.

(2) Transferor, Transferee and Client hereby agree that this Agreement shall constitute a novation of the obligations of Transferor under the Contract. Accordingly, all of the rights, duties and obligations of Transferor under the Contract are hereby extinguished, but only to the extent they have been assigned to and assumed by Transferee pursuant to the Assignment and Assumption Agreement. All of Transferor's rights, duties and obligations under the Contract not expressly assigned and assumed by Transferee hereunder shall be retained by Transferor. However, for administrative ease, amounts due the Transferor prior to the Effective Date shall be invoiced by and paid to the Transferor. The Transferee shall commence invoicing at the end of the first period following the Effective Date.

(3) Client recognizes Transferee as Transferor's successor in interest in and to all of Transferor's rights, duties and obligations in, to and under the Contract. The Transferee is entitled to all rights, titles, and interests of the Transferor in and to the Contract as if the Transferee were the

original party to the Contract. Following the effective date of this Agreement, the term "Contractor," as used in the Contract, shall refer to the Transferee.

- (4) All payments and reimbursements previously made by the Client to the Transferor, and all other previous actions taken by the Client under the Contract, shall be considered to have discharged those parts of the Client's obligations under the Contract.
- (5) The Transferor and the Transferee agree that the Client is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Client in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contract.
- (6) The Contract shall remain in full force and effect, except as modified by this Agreement.

CITY OF BROOKSVILLE, FLORIDA

Attest: _____
Janice L. Peters, City Clerk

By: _____
Date: _____
Name / Title: Lara Bradburn, Mayor

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

CTC: PUBLIC BENEFIT CORPORATION

By: [Signature]
Date: 6-28-13
Name / Title: Joseph H. Morici, President

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

CARDNO TBE

By: [Signature]
Date: _____
Name / Title: Patrick L. Boyer, Town

EXHIBIT A to NOVATION AGREEMENT



January 9, 2013

Brian Kvam, Brownfields Project Manager
CTC Public Benefit Corporation
1233 Washington St., Suite 1000
Columbia, SC 29201

Re: RFQ CD2012-05 Professional Environmental Consulting Services

Dear Mr. Kvam:

This will confirm City Council action taken Monday, January 9, 2013, wherein Council approved award of the EPA Brownfields Assessment Grant program Consultant Contract for Grant #BF-95498012-0 FL to CTC Public Benefit Corporation. Enclosed, please find the fully executed Agreement for Contractor Services.

Congratulations and thank you for responding to this request. In the meantime, if you have any questions, please feel free contact my Bill Geiger, Director of Community Development at 352-540-3810.

Regards,

Janice L. Peters, CMC,
City Clerk

Enclosure



**AGENDA ITEM
MEMORANDUM**

AGENDA ITEM NO. F-3
1/7/13

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR
RICHARD RADACKY, PUBLIC WORKS DIRECTOR
STEVE GOULDMAN, CITY PLANNER

**SUBJECT: EPA BROWNFIELDS ASSESSMENT GRANT PROGRAM
CONSULTANT CONTRACT – GRANT #BF-95498012-0 FL**

DATE: December 26, 2012

GENERAL SUMMARY/BACKGROUND: On November 28, 2011, the City 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 was approved by the City Council on October 15, 2012, and submitted to the EPA Region 4 office October 16, 2012.

The 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.

It was acknowledged at the time when the City Council approved the EPA Grant Cooperative Agreement that the City needs 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 initiated the "Request for Qualifications" (RFQ) process by advertising RFQ CD2012-05 on August 24, 2012, for firms to respond by a closing date of September 14, 2012. Qualification statements were received from six firms who specialize in professional environmental consulting services.

A staff review team appointed by the City Manager reviewed the qualification statements received and ranked the firms in accordance with the RFQ, City Policy No. 2-88 and Section 287.055, Florida Statutes. The firms were initially ranked based on the Qualification Statements only. Then the top three firms, as per the initial ranking, were given the opportunity to make presentations and be interviewed by the staff review team. Based on the Qualification Statements and the oral presentations by the respective firms, the staff review team submitted its recommendation to the City Council on November 5, 2012.

SUBSEQUENT ACTION: At the November 5, 2012 regular meeting, the City Council determined that they wanted the top three firms as ranked by the staff review team to make presentations and be interviewed directly by City Council prior to making a final consultant selection. The consultants made presentations and were interviewed at the December 3, 2012 meeting, at which time the City Council selected CTC Public Benefit Corporation as the top

APPROVED BY BROOKSVILLE

CITY COUNCIL
ON 1/7/13 INITIALS [Signature]

ranked firm to negotiate a contract with to provide consultant services for the City's Brownfields Grant Project.

A contract has since been negotiated with the firm and is being presented to the City Council for consideration at this time. The contract provides for services to be rendered on a Task Order basis and specifies a scope of services consistent with the needs and requirements of the City's Brownfields Grant Project.

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 #144-000-331-43500 (Federal Grants Economic Environment), 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.

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: Approve the Agreement between the City and CTC Public Benefit Corporation and authorize the Mayor to sign the Contract.

ATTACHMENT(S): Proposed Contract between CTC Public Benefits Corporation and the City of Brooksville.

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into this 1st day of January 2013, by and between the CITY OF BROOKSVILLE, FLORIDA, a Florida Municipal Corporation, hereinafter referred to as "City", located at 201 Howell Avenue, Brooksville, Florida 34601, and CTC PUBLIC BENEFIT CORPORATION, an Independent Non-Profit Organization existing under the laws of the District of Columbia, whose address is 1233 Washington Street, Suite 1000, Columbia, South Carolina 29201, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the City has a need to obtain Contractor services for environmental site assessment and characterization activities and related services on a continuing, task-oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Contractor participated in the selection and negotiation process; and

WHEREAS, Contractor is willing to provide such Contract services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, the services described herein shall be completed by September 20, 2015. Any extension shall only be by written amendment to this Agreement duly executed by both parties hereto.

1.2 The terms and conditions of any Task Order, as described in Section 2 herein, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Contractor to provide the Contractor services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Contractor" shall mean CTC PUBLIC BENEFIT CORPORATION and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.01(12), Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Contractor or Contractor's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order. For purposes of this Agreement, reimbursable expenses shall not include "Travel" from the Contractor's corporate place of business to the City of Brooksville's corporate limits and offices.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Paragraph 3.0 herein, which sets forth the Work to be performed by Contractor under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Contractor and Contractor agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Contractor to perform engineering/environmental and general services on a "task" basis. The City will communicate with Contractor, verbally or in writing, a general description of the task to be performed. The Contractor will generate a detailed Scope of Work document, prepare a Schedule, add a Lump Sum Fee with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement.

The detailed cost breakdown of the lump sum fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Contractor are specified in EXHIBIT

A, attached hereto ("Services"). Task Orders may include Phase I Environmental Site Assessments, Quality Assurance Project Plans, Phase II Environmental Site Assessments, Community Participation Involvement (support for community workshops and public outreach efforts) and may contain written terms and conditions which are deemed supplemental to this Agreement. Task Orders that are consistent with and provide for services established and outlined in EXHIBIT A may be approved by the City Manager.

The City will issue a notice to proceed to the Contractor in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Contractor shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consultants to provide project related services.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Contractor. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Contractor will negotiate any change in total cost or schedule modifications. If the City and the Contractor approve any change, the Task Order will be modified in writing to reflect the changes; and Contractor 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 City's and Contractor's designated representative.

3.2 All of City's said Task 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 Contractor shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Contractor shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Contractor fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Contractor without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONTRACTOR

5.1 **General Services.** For basic and additional Services performed by Contractor's principals, employees, and resident project representatives (and assistants) pursuant to Paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to

that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 Additional Services Performed by Professional Associates and Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Contractor to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Contractor an amount equal to that billed Contractor by the independent professional associates and consultants. Prior to payment by the City, the Contractor shall submit to the City a copy of any written invoice received by Contractor from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Contractor's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Contractor or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Contractor.

5.6 Errors and Deficiencies. Contractor shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Contractor's services provided under this Agreement

5.7 Payment Offsets. To the extent that Contractor owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Contractor for any money owed to the City by Contractor.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Contractor shall remain liable to the City in accordance with applicable law for all damages to the City or others caused by Contractor's or subcontractors' performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Contractor, and in no event shall any claim relating thereto for an increase in

compensation be made or recognized. Contractor shall not make any claim or seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Contractor's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Contractor.

6.2 No inspection, review, or observation shall relieve Contractor of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. The Contractor's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Contractor shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives and assistants while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Contractor reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 **Liability Amounts.** During the term of this Agreement, Contractor shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of \$1,000,000 as the combined single limit per claim and \$1,000,000 in the aggregate.

b. The Contractor shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence to protect the Contractor from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Contractor or by anyone directly employed by or contracting with the Contractor or its subconsultants

c. The Contractor or its subconsultants shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$50,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

d. The Contractor or its subconsultants shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Contractor by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Contractor shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Contractor. The Contractor shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in Article 10.1.b and 10.1.c as "additional insured." The Contractor shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Contractor in accordance with

this Article on the basis of its not complying with the Agreement, the City shall notify the Contractor in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Contractor to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Contractor shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Contractor represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Contractor shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Contractor's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Contractor shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Contractor's designated representative shall have the authority to act on Contractor's behalf with respect to the Services. In addition, Contractor's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Contractor's professional judgment with respect to the Services. The Contractor shall review laws, codes, and regulations applicable to Contractor's Services. The Contractor's services and design shall comply with all applicable requirements imposed by all public authorities. The Contractor represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports, and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Contractor for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Paragraph 2.2 herein, Contractor shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Contractor represents that it will carefully examine the scope of services required by the City in any Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material

at its disposal to complete the services set forth in the Task Order in a good, professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Contractor represents that all principals, employees, and other 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

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Contractor guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Contractor shall indemnify, hold harmless, and defend City, 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 item provided under this Agreement. Notwithstanding the foregoing, Contractor may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 **Public Records.** It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Contractor and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Contractor. Said record, document, computerized information, and program, audio or video tape, photograph, or other writing of the Contractor is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Manager. Upon request by the City, the Contractor shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Contractor be open and freely exhibited to the City for the purpose of examination and/or audit.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Contractor and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement or related Task Order. Any reuse for an undertaking other than for the Work without verification or adaptation by the Contractor, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Contractor.

b. **Ownership of Documents.** The City and the Contractor agree that upon payment of fees due to the Contractor by the City for a particular design, report, inventory list,

compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Contractor in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Contractor waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Contractor in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Contractor or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Contractor shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates, and specifications.

15.0 ASSIGNMENT

15.1 Contractor shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any Work by the subcontractor, Contractor shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

17.1. The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Contractor defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after

written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, which case the Contractor shall have such time as is reasonably necessary to remedy the default, provided the Contractor promptly takes and diligently pursues such actions as are necessary therefore; or

17.3 Contractor is adjudicated bankrupt or makes any assignment for the benefit of creditors or Contractor becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Contractor has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Contractor has committed any act of fraud upon the City; or

17.6 Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Contractor has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to paragraph 17.0 Default; (b) Contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor 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 City may have under this Agreement. In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice. In the event of such termination, City 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.

19.0 FORCE MAJEURE

19.1 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 acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their 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 circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 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 state action or litigation shall be Hernando County, Florida. Venue for any federal action or litigation shall be Tampa, Florida.

21.0 HEADINGS

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

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof 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 of this Agreement shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms 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

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and

Contractor with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Contractor each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

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

For Contractor:

Brian Kvam
Brownfields Project Manager
CTC Public Benefit Corporation
1233 Washington Street, Suite 1000
Columbia, South Carolina 29201
(803) 929-6071
kvamb@ctc.com

For City:

Bill Geiger
Community Development Director
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601
(352) 540-3810
bgeiger@cityofbrooksville.us

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONTRACTOR

33.1 Contractor hereby represents and warrants to the City the following:

a. Contractor is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

34.0 INDEMNIFICATION

34.1 Contractor shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed by the Contractor in the performance of the Agreement and any Task Order.

34.2 Contractor shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Contractor's breach and caused by other persons employed by the Contractor in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONTRACTOR'S PERSONNEL AT PRIVATE SITE

35.1 The presence of Contractor's personnel at a privately-owned site is for the purpose of providing to City a greater degree of confidence that the completed work will conform to the applicable contract documents.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Contractor is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Contractor for itself and its Subconsultants, if any, certifies that:

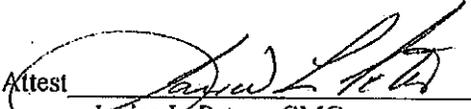
a. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency.

b. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City.

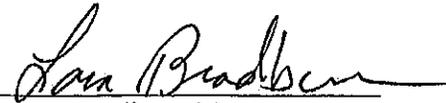
c. No principal (which includes officers, directors or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Contractor and said signature shall bind the Contractor to this Agreement. No further action is required by the Contractor to enter into this Agreement other than Contractor's undersigned representative execution of the Agreement.

CITY CLERK

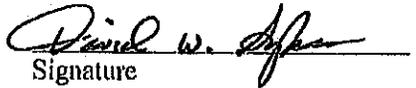
Attest 
Janice L. Peters, CMC
City Clerk

CITY OF BROOKSVILLE, FLORIDA

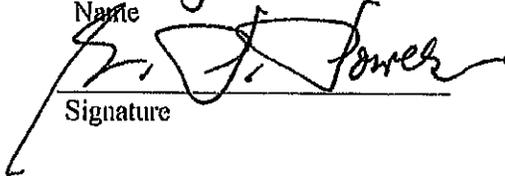
By 
Lara Bradburn, Mayor

Contractor Witnesses:
(2 REQUIRED)

Witness David W. Sykes
Name


Signature

Witness George P. Powers
Name


Signature

Contractor:

CTC Public Benefit Corporation
Business Name

By 
Signature

Joseph H. Morici, President
Print Name and Title

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

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

EXHIBIT A
Brownfields Assessment Project Scope of Work

Services:

The Consultant anticipates performing the following tasks in implementing the City of Brooksville's (City's) Brownfields Petroleum and Hazardous Assessment Grant awarded by the United States Environmental Protection Agency (EPA) in Cooperative Agreement BF-95498012-0 (CA). The Cooperative Agreement has a Project Period from October 1, 2012 to September 30, 2015. Services to be provided by the Consultant may include all items specified in the City's RFQ CD2012-05. For purposes of this Agreement, the above-referenced CA and RFQ are incorporated into and considered a part of this Agreement.

TASK 1 -PROJECT MANAGEMENT AND REPORTING

The Consultant will assist the City in the management of this project in accordance with the work plan and all required statutes, circulars, and terms & conditions, including establishment and maintenance of necessary Cooperative Agreement records and files; financial management, project oversight, attendance at necessary project meetings, and attendance at EPA conferences and/or meetings and conferences deemed appropriate by the City. The Consultant will complete and submit quarterly progress reports, Disadvantaged Business Enterprise (DBE) Reports, Property Profile Forms, Federal Financial Reports (FFRs / SF-425), a Final Technical Report and any other related reports that may be required by the City or the EPA for this project. Further, the Consultant will update the ACRES database with information at appropriate times in the assessment process.

TASK 2 - PUBLIC INVOLVEMENT / COMMUNITY OUTREACH

Along with the City, the Consultant will develop a Community Engagement Plan (CEP) to ensure that community concerns are considered in site identification, assessment planning, and execution. The CEP will also ensure that the public is kept informed of project progress and results and will encourage public involvement in the project.

With assistance from the City, the Consultant will help to form a Brownfield Task Force to include stakeholders identified by the City including private property owners and the community at large, where appropriate. The Task Force will be the core group in making key decisions associated with the brownfields grant. Community involvement activities will include meeting with community partners, landowners and developers, and disseminating information through public meetings, local newspapers, and the internet. Community partners will be asked for input on health and/or safety concerns from the brownfield sites, site prioritization, and redevelopment priorities. Landowners and developers will be contacted for similar inputs. All community needs, concerns, priorities, and potential benefits will be considered in the site selection, assessment, and redevelopment efforts.

The Consultant will also develop and maintain a project website that will provide real time project information, create a project brochure with basic brownfield and project team contact information that can be disseminated by the City and the Task Force, draft public notices and articles for the news media (as necessary), and develop and use social media, when necessary and as directed by the City.

With assistance and input from the City, the Consultant will help to provide Brownfields 101 training in order to help educate the community about brownfields and brownfield issues. Along with Brownfields 101 training, the Consultant will help the City in organizing and leading community meetings and presenting about the brownfield program at local civic organizations and churches, as necessary.

TASK 3 - SITE INVENTORY AND CHARACTERIZATION

Inventory

The Consultant will be responsible for formalizing the preliminary potential sites identified by the City into a Geographic Information System (GIS) Brownfield Site Inventory. In addition, in order to help the City prioritize sites and funding, the Consultant will develop a Priority Ranking System that will take into account the following: Brooksville has already completed significant research and compiled a preliminary inventory of brownfield properties within the City. The City is now prepared to continue to add to the inventory and prioritize sites for assessment activities based on community input and the following criteria:

- Level of perceived contamination and threat to human health and environment;
- Potential of the site for redevelopment and job creation;
- Level of community support for a redevelopment model for the site;
- Level to which the redevelopment is complicated by potential contamination;
- Level to which redevelopment of the property will alleviate blight at the site and to the surrounding areas;
- Lack of viable or liable parties to conduct cleanup activities (site eligibility according to EPA and state guidelines);
- Proximity of the sites to sensitive populations;
- Willingness of current property owner to sell and participate in the negotiation of a mutually beneficial transaction with potential end-users.

Phase I ESAs

The American Society for Testing & Materials (ASTM) Standard Practice for Environmental Site Assessment (E-1527-05) and EPA's All Appropriate Inquiry (AAI) Rule will be followed on each of the selected parcels in the study area. The focus of assessments will be collection and reporting of information in evaluating business environmental risk in a commercial real estate transaction, rather than solely assisting in satisfying base due diligence issues under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

Phase II ESAs

Based upon the results of the Phase I ESAs, the Consultant will coordinate and/or conduct Phase II ESAs under the direction of the City on the highest priority sites. The Phase II ESA is an effort to characterize the occurrence, distribution, nature and extent of petroleum and hazardous compounds in soil and groundwater at a property through site specific sampling and analysis. At the start of the project and as required by EPA Region 4, the Consultant will develop and submit the Generic Quality Assurance Project Plan (QAPP) to include procedures for assessing and handling media contaminated with petroleum and hazardous substances. Prior to conducting Phase II ESA field activities, the Consultant will prepare Site-specific QAPP Addenda (as necessary), which will include the site-specific Sampling and Analysis Plan (SAP), and an Environmental Health and Safety Plan (HASP) for each site selected. The

results of any Phase II ESA investigation will be documented in a Site Investigation Report (SIR) or Phase II ESA Report.

Endangered Species Act and National Historic Preservation Act Reporting

EPA may require an endangered species and cultural resource survey to be completed on sites where Phase II ESA activities will be conducted. A letter report describing the results of the Consultant's investigations and the potential effect of the proposed project on protected species or cultural resources will be prepared, as necessary, and provided to the City.

TASK 4 - CLEANUP PLANNING

The ultimate goal for redevelopment is to provide potential site developers and/or other stakeholders with documents that quantify and qualify the environmental risks on a particular property. Subsequent to assessment activities, the Consultant will develop remediation and cleanup plans on property(ies) determined to be the highest priority, as necessary and as funding allows. These activities will include the development of an Analysis of Brownfield Cleanup Alternatives (ABCA). The purpose of the ABCA is to identify potentially applicable remediation alternatives and estimating the nature, extent, duration, and cost of implementing site remediation activities. Data collected from site assessment activities in conjunction with any other data available for the property(ies) will be used as the basis for evaluating potential remedial alternatives. ABCA(s) developed for properties assessed under this grant will be submitted to EPA and FDEP for review and approval, as necessary.

If funds allow, and at the direction of the City, the Consultant will oversee redevelopment planning activities including visioning and/or redevelopment workshops that may be conducted to gather community input on redevelopment options for selected properties. Properties or areas selected for redevelopment will be based on reuse alternatives identified through community outreach activities. The level of remedial action can then determine how to best meet the needs of the community and a future developer. The Consultant will also assist in negotiating brownfields agreements with FDEP, where appropriate and if needed.

Period of Performance:

The services shall be completed by September 30, 2015. This can be extended upon written consent of both parties.

Estimated Cost

This is a Task Order type contract with a total not-to-exceed cost for consultant services of \$381,000.00. Correspondingly, the Consultant shall invoice monthly in accordance with work that has been completed as per approved Task Order(s) consistent with the provisions of Section 5 of this Agreement. A Consultant/Sub-Consultant Time and Material Rate Schedule is attached that will be used as the basis for calculating Task Order Lump Sum proposals submitted by the Consultant to the City.

Technical Points of Contact:

Contractor:

Brian Kvam
Brownfields Project Manager
CTC Public Benefit Corporation
1233 Washington Street, Suite 1000
Columbia, North Carolina 29201
(803) 929-6071
kvamb@ctc.com

Client:

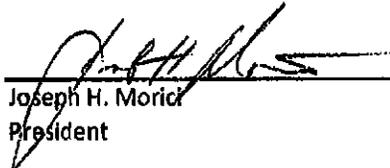
Bill Geiger
Community Development Director
City of Brooksville
201 Howell Avenue
Brooksville, Florida 3461
(352) 540-3810
bgeiger@cityofbrooksville.us

Exhibit B

**CTC Public Benefit Corporation
Time and Material Rate Schedule
Effective: January 1, 2013**

<u>Labor Category</u>	<u>Billable Rate/Hour</u>
Director	\$155.00
Principal Staff Member	\$140.00
Senior Staff Member	\$120.00
Staff Member	\$90.00
Associate Staff Member	\$70.00
Assistant Staff Member	\$55.00
Administrative Level 2	\$50.00
Administrative Level 1	\$35.00

Approval:



Joseph H. Morici
President

12/21/2012
Date

2012 Labor & Expense Rates

• Principal Geologist, P.G.	\$140/hr
• Senior Geologist	\$120/hr
• Project Geologist	\$100/hr
• Staff Geologist	\$ 80/hr
• Principal Engineer, P.E.	\$140/hr
• Staff Engineer, P.E.	\$120/hr
• Staff Engineer, E.I.	\$ 90/hr
• Engineering Technician III	\$ 75/hr
• Engineering Technician II	\$ 70/hr
• Engineering Technician I	\$ 65/hr
• Engineering Assistant	\$ 60/hr
• Land Planner, AICP	\$ 90/hr
• Land Planner	\$ 75/hr
• Principal Environmental Scientist	\$130/hr
• Senior Environmental Scientist	\$110/hr
• Project Environmental Scientist	\$ 90/hr
• Senior AutoCADD Designer	\$ 90/hr
• Contracts Administrator	\$ 80/hr
• Project Coordinator	\$ 60/hr
• Administrative Assistant	\$ 50/hr
• Senior Field Technician	\$ 80/hr
• Field Technician II	\$ 65/hr
• Field Technician I	\$ 55/hr

Expenses:

- Mileage will be billed at \$.59/mile.
- Expenses will be billed at cost plus 10%.

TASK ORDER NUMBER: 001

TO

AGREEMENT FOR CONTRACT SERVICES

Between

CTC Public Benefit Corporation
1233 Washington St.
Suite 1000
Columbia, SC 29201

AND

City of Brooksville, Florida

The purpose of this Task Order (001) is to define the Statement of Work (SOW) anticipated to be completed in Calendar Year 2013 per the tasks outlined in the Agreement for Contract Services (Agreement), dated January 7, 2013.

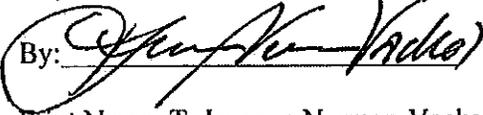
CTC PUBLIC BENEFIT CORPORATION and/or its subcontractors will perform tasks described in the attached SOW under Tasks 1, 2, 3, and 4 at an estimated not-to-exceed cost of \$182,940. The work identified by the SOW in this Task Order is an addendum to Exhibit A in the Agreement and will be completed by December 31, 2013.

The parties agree that the remaining provisions of the Agreement for Contract Services shall remain in full force and effect.

This Task Order will take effect on the date when this document is fully executed by the respective parties.

IN WITNESS WHEREOF, CTC PUBLIC BENEFIT CORPORATION and CITY OF BROOKSVILLE, FL have caused this Task Order No. 001 to the Agreement to be executed by its respective duly authorized representatives.

City of Brooksville, FL

By: 

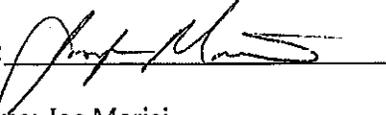
Print Name: T. Jennene Norman-Vacha

Title: City Manager

Date: February 15, 2013

Attest: 

CTC Public Benefit Corporation

By: 

Name: Joe Morici

Title: President

Date: 2/12/13

Attest: 

Task Order 001 – Scope of Work (SOW) for Calendar Year 2013

TASK 1 -PROJECT MANAGEMENT AND REPORTING:

- Complete the following reports as required by the City, EPA and/or the Cooperative Agreement:
 - 12 Monthly Reports to the City;
 - 8 Quarterly Reports to EPA (4 hazardous and 4 petroleum at the request of the EPA Project Officer);
 - 1 Annual Federal Financial Report (SF-425) to EPA;
 - 2 Semi-annual MBE/WBE Reports to EPA; and
 - Update the Work Plan to be compliant with direction given by the City and/or EPA Project Officer/Manager.
- Participate in 12 monthly status conference calls with the City and additional phone calls if necessary to address reporting or miscellaneous project issues.
- Complete ACRES entries for each property assessed and update as necessary.

Task 1 Not-to-Exceed Price	\$29,780
Cost Breakdown:	
Labor	\$21,380
Reimbursable Expenses	\$0
Subcontractor (CES)	\$8,400

TASK 2 - PUBLIC INVOLVEMENT / COMMUNITY OUTREACH:

- Draft and submit to the City a 1-page description of duties and responsibilities for the Contractor's staff individual(s) involved with implementing the Community Involvement Plan (CIP) and related services.
- Draft and submit the Community Involvement Plan (CIP) to the City and EPA.
- Provide full Community Involvement/Environmental Justice staff support for all aspects associated with this Task as delineated in the CIP and required by the City and the EPA.
- Develop layout, draft content, and maintain the City's Brownfield Program Website.
- Draft, print, and deliver two project brochures. One will be an information card, and the second will be more in depth and outline the brownfield process.
- Coordinate and participate in up to two "Brownfields 101" presentations for the community.
- Participate in quarterly Task Force meetings.
- Participate in community meetings as needed and required by the City.

Task 2 Not-to-Exceed Price	\$43,130
Cost Breakdown:	
Labor	\$33,670
Reimbursable Expenses	\$500 (estimated printing costs)
Subcontractor (CES)	\$8,960

TASK 3 - SITE INVENTORY AND CHARACTERIZATION:

- Develop a Brownfield Site Ranking Criteria worksheet.
- Create a geographic information system (GIS) Brownfield Site Inventory compatible with ArcMap 10 software.
- Draft and submit one Generic Quality Assurance Project Plan (QAPP) to EPA.
- Complete up to six (6) Phase I ESAs on properties identified by the City, community, and/or Task Force.
- Complete up to five (5) asbestos containing materials (ACM) and/or lead-based paint (LBP) surveys, if needed.
- Develop and submit up to two (2) Site-specific QAPPs for sites where Phase II ESAs will be conducted. Site-specific QAPPs will be submitted to the EPA and FDEP for review, comment, and approval.
- Complete up to two (2) Phase II ESAs on properties after Site-specific QAPP approval.

Task 3 Not-to-Exceed Price	\$104,730
Cost Breakdown:	
Labor	\$22,230
Reimbursable Expenses	\$500 (EDR radius searches for inventory)
Subcontractor (CES)	\$82,000

TASK 4 - CLEANUP PLANNING

- Complete up to two (2) asbestos containing materials (ACM) and/or lead-based paint (LBP) abatement plans for sites, if necessary and appropriate.

Task 4 Not-to-Exceed Price	\$5,300
Cost Breakdown:	
Labor	\$1,300
Reimbursable Expenses	\$0
Subcontractor (CES)	\$4,000

SUBCONTRACTOR WORKHEET - CES

Brooksville, FL Task Order No. 001

TASK	Unit Price	Units	Task Multiplier	Cost
Brownfield Contract				
Project Management				
Professional Geologist	\$140.00	60	1	\$8,400.00
Subtotal				\$8,400.00
Public Participation				
Taks Force Meetings				
Professional Geologist	\$140.00	4	4	\$2,240.00
Professional Engineer	\$140.00	4	4	\$2,240.00
"Brownfield 101" Seminar				
Professional Geologist	\$140.00	8	1	\$1,120.00
Professional Engineer	\$140.00	8	1	\$1,120.00
Community Meetings				
Professional Geologist	\$140.00	4	2	\$1,120.00
Professional Engineer	\$140.00	4	2	\$1,120.00
Subtotal				\$8,960.00
Site Inventory/ESAs				
Brownfield Site Ranking Criteria Worksheet				
Professional Geologist	\$140.00	8	1	\$1,120.00
Brownfield Site Inventory				
Professional Geologist	\$140.00	8	1	\$1,120.00
C.A.D.D. Operator	\$85.00	16	1	\$1,360.00
Generic Quality Assurance Project Plan				
Professional Geologist	\$140.00	4	1	\$560.00
Phase I ESAs				
Phase I Report Preparation	\$2,500.00	6	1	\$15,000.00
Site Specific QAPPs				
Professional Geologist	\$140.00	4	1	\$560.00
Geologist I	\$75.00	8	1	\$600.00
C.A.D.D. Operator	\$85.00	8	1	\$680.00
Health and Safety Plans (HASPs)				
HASP Preparation	\$500.00	2	1	\$1,000.00
Phase II ESAs				
Approximate Cost of Phase II	\$30,000.00	2	1	\$60,000.00
Subtotal				\$82,000.00
Cleanup Planning				
ACM/LBP Abatement Plan	\$2,000.00	2	1	\$4,000.00
Subtotal				\$4,000.00
Total				\$103,360.00

EXHIBIT "B"
TO NOVATION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment and Assumption**"), is dated the 28th day of June, 2013, and is made by and between **TBE GROUP, INC. d/b/a CARDNO TBE**, a Florida corporation having its principal place of business located at 380 Park Place Boulevard, Clearwater, Florida 33759 (the "**Buyer**"), and **CTC PUBLIC BENEFIT CORPORATION**, a Washington, D.C. non-profit corporation having its principal place of business located at 1233 Washington Street, Suite 1000, Columbia, South Carolina 29201 (the "**Seller**").

WHEREAS, the Buyer is purchasing certain assets of Seller, pursuant to, on the terms of and subject to the conditions set forth in, that certain Asset Purchase Agreement of even date herewith, executed by the parties (the "**Asset Purchase Agreement**"); and

WHEREAS, pursuant to the Asset Purchase Agreement, among other things, Seller has agreed to assign all of its rights, title and interests in, and Buyer has agreed to assume all of Seller's duties and obligations under, all of the contracts and agreements set forth on **Schedule 1**, attached hereto (the "**Assigned Contracts**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows.

1. **Assignment and Assumption**. Subject to any rights of approval of the clients, Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Assigned Contracts. Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the Assigned Contracts, to the extent arising or accruing after the Effective Date, and agrees to pay, perform and discharge, as and when due, all such obligations of Seller under the Assigned Contracts. In no event shall Buyer be liable in any way for any obligations of Seller arising under any of the Assigned Contracts prior to the Effective Date, nor does Seller hereby assume any such obligations and Seller hereby agrees to indemnify, defend and hold Buyer harmless from any losses, expenses or damages incurred by any party in connection with the same, subject to the limitations on the Seller's indemnifications obligations which are set forth in the Asset Purchase Agreement.
2. **Terms of the Asset Purchase Agreement**. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Contracts are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
3. **Counterparts**. This Assignment and Assumption may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.
4. **Successors and Assigns**. Seller shall not assign any of its rights or obligations hereunder without the prior written consent of the Buyer. This Assignment and Assumption shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. **Governing Law and Choice of Venue.** This Assignment and Assumption and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and Assumption and the transactions contemplated hereby shall be governed by, construed and resolved in the manner set forth under the Asset Purchase Agreement.

6. **Severability.** In the event that any provisions set forth hereunder is determined by a court of competent jurisdiction to be unenforceable, the parties hereby agree to substitute that term with similar language that is enforceable to the fullest extent permitted under relevant law and the remainder of this Agreement shall continue in full force and effect and remain unaffected.

7. **Definitions.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Asset Purchase Agreement.

8. **Joint Preparation.** Seller acknowledges that this Assignment and Assumption and the Asset Purchase Agreement were jointly prepared by the parties and that in the event of any ambiguities under any such documents, such ambiguities shall not be resolved in favor of any particular party to the Asset Purchase Agreement.

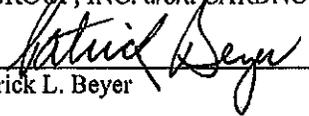
9. **Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[The rest of this page has been intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment and Assumption as of the date first above written.

BUYER:

TBE GROUP, INC. d/b/a CARDNO TBE

By: 
Patrick L. Beyer

Its: President

SELLER:

CTC PUBLIC BENEFIT CORPORATION

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment and Assumption as of the date first above written.

BUYER:

TBE GROUP, INC. d/b/a CARDNO TBE

By: _____
Patrick L. Beyer

Its: President

SELLER:

CTC PUBLIC BENEFIT CORPORATION

By: Margaret Dillingham
Its: Chair of the Board

SCHEDULE 1
LIST OF ASSIGNED CONTRACTS

SUMMARY OF ASSUMED CONTRACTS

No.	Client	Service Provider	Start Date of Contract	End Date of Contract	Date of Any Amendments	Amount of Contract	Amount Billed as of Closing Date *	Amount Remaining as of Closing Date *	Brief Description of Work to be Performed
1	City of Greenville, North Carolina	CTC Public Benefit Corporation	10/1/2012	9/30/2015		\$165,500	\$83,929	\$81,571	Manage Brownfields Assessment Project
2	County of Alleghdale, South Carolina	CTC Public Benefit Corporation	10/1/2012	9/30/2015		\$384,484	\$88,905	\$295,580	Manage Brownfields Assessment Project
3	City of Wilson, North Carolina	CTC Public Benefit Corporation	10/1/2012	9/30/2015		\$101,500	\$100,243	\$91,257	Manage Brownfields Hazardous Assessment Project
4	City of Greenwood, South Carolina	CTC Public Benefit Corporation	10/1/2012	9/30/2015		\$296,500	\$118,459	\$178,041	Manage Brownfields Assessment Project
5	City of Brooksville, Florida	CTC Public Benefit Corporation	2/15/2013	12/31/2013		\$182,940	\$51,980	\$150,980	Task Order 001: Year 1 management of Brownfields Assessment Project
6	ONE Environmental Group (Prime on City of Fredericksburg, VA project)	CTC Public Benefit Corporation	8/15/2012	9/30/2014		\$150,000	\$47,871	\$102,129	Provide project management and community outreach support on Brownfields Assessment Project
7	Castlabridge Property	CTC Public Benefit Corporation	2/1/2011	12/31/2013	Mod 001 - 2/3/11 Mod 002 - 2/21/12	\$10,000	\$8,478	\$3,572	Assist property owner with SCDHEC-required assessment and remediation of property
8	Stanley Environmental	CTC Public Benefit Corporation	2/1/2013	1/31/2014		\$4,400	\$2,064	\$2,336	Complete Phase I and NC Brownfields Agreement Application
9	Community Environmental Corporation	CTC Public Benefit Corporation	8/23/2012	1/31/2014		\$50,000	\$39,921	\$10,079	Assist with Brownfields Cleanup Projects
For the following contracts, CTC Public Benefit Corporation has been selected after a competitive process, but the task order has not been awarded yet.									
10	City of Brooksville, Florida	CTC Public Benefit Corporation	1/1/2014	12/31/2014		\$180,000	\$0	\$180,000	Task Order 002: Year 2 management of Brownfields Assessment Project
11	City of Wilson, North Carolina	CTC Public Benefit Corporation	10/1/2013	9/30/2016		\$190,000	\$0	\$190,000	Manage Brownfields Petroleum Assessment Project
12	Town of Robbins, North Carolina	CTC Public Benefit Corporation	10/1/2013	9/30/2016		\$385,000	\$0	\$385,000	Manage Brownfields Assessment Project
13	Augusta Canal Authority (GA)	CTC Public Benefit Corporation	10/1/2013	9/30/2016		\$190,000	\$0	\$190,000	Manage Brownfields Cleanup Project for Sibley Mill
14	County of Anson, North Carolina	CTC Public Benefit Corporation	10/1/2013	9/30/2016		\$385,000	\$0	\$385,000	Manage Brownfields Assessment Project
15	Greenville County Redevelopment Authority (SC)	CTC Public Benefit Corporation	10/1/2013	9/30/2016		\$750,000	\$0	\$750,000	Manage Brownfields Assessment Project for Polkett Corridor and Cleanup Project for 2 Post Mill sites

* Amount Billed as of Closing Date is estimated based on actual expenses through June 15, 2013, and anticipated expenses through June 30, 2013. After the month ending June 30, 2013 is closed, amounts will be updated.



**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

**FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION
DIRECTOR**

SUBJECT: DUKE ENERGY EASEMENT AGREEMENT- MCKETHAN PARK

DATE: August 14, 2013

GENERAL SUMMARY/BACKGROUND: The attached Distribution Easement agreement between Duke Energy and the city is needed to set new light poles and to continue to provide electric power at the McKethan Park parking lot.

BUDGET IMPACT: There is no budget impact related to the agreement.

LEGAL REVIEW: 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 City Council authorize the Mayor to sign the Easement Documents.

ATTACHMENT: Distribution Easement Agreement Project #553974



SEC.: 22	TWP: 22S	RGE:19E	COUNTY: HERNANDO	PROJECT: 553974
GRANTOR: CITY OF BROOKSVILLE				
SITE ADDRESS: MCKETHAN PARK (JOHN GARY GRUBBS BLVD., BROOKSVILLE, FL 34601				
TAX PARCEL NUMBER: R22 222 19 2272 0000 00A0 (KEY #852125)				

DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns (“**GRANTOR**”), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to **DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY**, a Florida corporation (“**GRANTEE**”), Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and service and communication systems, whether to or on behalf of telecommunication providers or other customers by **GRANTEE** or others, said facilities being located in the following described “Easement Area” within **GRANTOR’S** premises in **Hernando** County, to wit:

A 10 foot wide Easement Area defined as lying 5 feet on each side of Grantee’s facilities to be installed at mutually agreed upon locations over, across and through the following described property to accommodate present and future development.

Beginning at the Southwest corner of Section 22, Township 22 South, Range 19 East, Hernando County, Florida and thence go North 00°12’25” West along the West boundary of said Section 22 a distance of 1,098.47 feet; thence go North 89°38’00” East a distance of 125.10 feet to the point of curvature of a curve having a central angle of 12°38’38”, a radius of 470.00 feet, a tangent of 52.07 feet, a chord and bearing of North 17°54’26” West, 103.51 feet; thence go along the arc of last said curve concave to the Southwest an arc distance of 103.72 feet; thence go North 24° 13’45” West a distance of 243.13 feet to the point of curvature of a curve having a central angle of 20°49’18”, a radius of 280.00 feet, a tangent of 51.44 feet, a chord and bearing of North 13°49’06” West, 101.19 feet; thence go along the arc of last said curve concave to the Northeast an arc distance of 101.75 feet; thence go North 89°41’00” East a distance of 60.11 feet to the point of curvature of a curve having a central angle of 19°58’44”, a radius of 220.00 feet, a tangent of 38.75 feet, a chord and bearing of South 14°14’23” East, 76.32 feet; thence go along the arc of last said curve concave to the Northeast an arc distance of 76.71 feet; thence go South 24°13’45” East a distance of 243.13 feet to the point of curvature of a curve having a central angle of 23°51’45”, a radius of 530.00 feet, a tangent of 111.99 feet, a chord and bearing of South 12°17’52” East, 219.14 feet; thence go along the arc of last said curve concave to the Southwest an arc distance of 220.73 feet; thence go South 00°22’00” East a distance of 169.81 feet; thence go North 89°41’45” East a distance of 135.00 feet; thence go South 00°22’00” East a distance of 140.00 feet; thence go North 89°41’45” East a distance of 185.00 feet; thence go South 00°22’00” East a distance of 128.63 feet; thence go South 28°53’45” West a distance of 214.64 feet; thence go South 23°23’18” East a distance of 170.65 feet; thence go South 61°06’15” East a distance of 117.04 feet; thence go South 29°06’25” West a distance of 185.95 feet; thence go South 89°04’12” West a distance of 489.59 feet to the POINT OF BEGINNING.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include: (a) the right for **GRANTEE** to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further **GRANTEE** hereby

agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of GRANTEE's safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for GRANTEE to trim or remove any timber adjacent to, but outside the Easement Area which, in the reasonable opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the provision of electric energy and service and GRANTOR reserves the right to grant rights to others affecting said easement area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to GRANTEE herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. This legal description was provided by GRANTOR. In the event facilities are located outside of this legal description, GRANTOR shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTEE agrees to indemnify and hold GRANTOR harmless for, from and against any and all losses, claims or damages incurred by GRANTOR arising directly from GRANTEE's negligence or failure to exercise reasonable care in the construction, reconstruction, operation or maintenance of GRANTEE's facilities located on the above described easement.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

REST OF THE PAGE

INTENTIONALLY LEFT BLANK

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto

IN WITNESS WHEREOF, the said **GRANTOR** has caused this easement to be signed by its proper officers thereunto duly authorized and attested this _____ day of _____, 20____.

GRANTOR:

CITY OF BROOKSVILLE

Name of Municipality

ATTEST:

City Clerk

Mayor

Print or Type Name

Print or Type Name

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Grantor(s) mailing address:

Signature of First Witness

201 HOWELL AVENUE

Print or Type Name of First Witness

BROOKSVILLE, FL 34601

Signature of Second Witness

Print or Type Name of Second Witness

State of _____)
County of _____) ss

The foregoing Easement was acknowledged before me this _____ day of _____, 20____, by _____ and _____, its Mayor and its City Clerk, respectively of the **CITY OF BROOKSVILLE**, who is/are personally known to me or who has/have produced _____ as identification.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
FROM: TELINA DOWDELL, HUMAN RESOURCE SPECIALIST *[Signature]*
SUBJECT: EMPLOYEE GROUP INSURANCE COVERAGES FOR FY 2013-14
DATE: AUGUST 14, 2013

GENERAL SUMMARY/BACKGROUND: The Gehring Group and staff have worked on renewal of insurance rates for employee coverages provided within the City's employment benefit package (group medical combined with the health reimbursement arrangement-HRA, dental, term life, and long-term disability). Optionally and upon the voluntary decision of the employee, additional/supplemental life, short-term disability and dependent coverages are made available through City's existing providers. Voluntary and dependent coverages are provided at the sole option and expense of the employee.

Group Medical Coverage

The initial renewal provided from Blue Cross Blue Shield of Florida (BCBS) increased the City's premiums close to thirty-two percent (32%). This would increase the "employee only" premium (paid at 100% by the City/employer) from \$489.57 per employee per month to \$645.49 per employee per month. This change in rates would mean an annual increase of over to \$224,000 for our group/City cost.

At some point we were able to negotiate some reduction. Blue Cross Blue Shield of Florida agreed reduce the increase to a little more than twenty-three percent (23%) for the "employee only" premium, this would increase the City's monthly premium from \$489.57 per employee to \$603.25 per employee. Overall, this would mean an annual increase of more than \$163,000 for our group/City cost.

After additional negotiations, Blue Cross Blue Shield of Florida has agreed to renew the City existing plan with an increase in premiums of just less than seven percent (7%). This will mean an increase in the "employee only" premium (paid at 100% by the City/employer) from \$489.57 per employee per month to \$523.63 per employee per month.

For fiscal year 2013-14 staff is recommending approval of the City's existing medical plan with Blue Cross Blue Shield of Florida (Florida Blue, BlueOptions 03559) with the negotiated renewal rates of \$523.63 per month per employee.

Dental Insurance Coverage

The renewal for group/employee dental coverage provided from Blue Cross Blue Shield of Florida (BCBS) has once again allowed our dental premiums to remain constant (\$27.56 per employee per month, as paid at 100% by the City/employer). The plan remains the same as prior years.

Life Coverage

Currently the City provides a term-life benefit of two (2) times salary for all City employees. Last year City Council approved that the City's group life and voluntary dependent/supplemental life coverages be provided with Life Insurance Company of North America, a subsidiary of CIGNA, with no increase in the rate. This plan and rates will once again remain constant.

Long-Term Disability Insurance Coverage

Last year the employee long-term disability coverages were also approved to be bound with Life Insurance Company of North America, a subsidiary of CIGNA with no change to the coverage provisions and no change to the rates. This plan and rates will once again remain constant.

Coverage costs are 0.23% of monthly payroll.

Employees will be allowed acquire additional voluntary or dependent coverage (100% employee paid) as they may determine in the best interest of themselves and/or their family through Open Enrollment.

BUDGET IMPACT: Coverages presented are within the monies allocated in the FY 2013-14 budget documents awaiting final approval of Council on September 25, 2013.

LEGAL REVIEW: City Council has the authority to provide employee benefit coverages as outlined within this memorandum.

STAFF RECOMMENDATION: Staff recommends that City Council approved the following for fiscal year 2013-14: (1) Renewal of employee group medical plan with BlueOptions 3559 Plan through Blue Cross Blue Shield of Florida at a premium rate of \$523.63 per month per employee; allowing provisions for voluntary dependent coverage; (2) Renewal of the employee group dental plan Blue Dental Choice Plus through Blue Cross Blue Shield of Florida/Florida Combined Life; allowing provisions for voluntary dependent coverage; (3) Renewal of group employee term-life coverage of two (2) times salary for all employees through Life Insurance Company of North America; allowing provisions for voluntary life benefits for the employee and/or spouse/dependents; and (4) Renewal of group employee long-term disability coverage through for all employees with Life Insurance Company of North America; allowing provisions for voluntary short-term disability benefit options.

City of Brooksville
Medical Insurance Renewal Evaluation
Effective Date: October 1, 2013

	Current		Initial Renewal		Revised Renewal		Final Revised Renewal	
	Florida Blue		Florida Blue		Florida Blue		Florida Blue	
	Blue Options 03559		Blue Options 03559		Blue Options 03559		Blue Options 03559	
	In Network	Out of Network						
Deductible								
Single	\$500	\$750	\$500	\$750	\$500	\$750	\$500	\$750
Family	\$1,500	\$2,250	\$1,500	\$2,250	\$1,500	\$2,250	\$1,500	\$2,250
Out of Pocket Maximum	<i>Includes CYD, Coins, Copays Excludes Rx</i>							
Single	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000
Family	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000
Coinsurance	20%	40%	20%	40%	20%	40%	20%	40%
Office Visits								
Physician Office Visit	\$20	CYD + 40%						
Specialist Visit	\$40	CYD + 40%						
Pre-Natal	\$40	CYD + 40%						
Preventive Svcs (Wellness)	No Charge	No Charge						
Independent Clinical Lab	No Charge	CYD + 40%						
Advanced Imaging	\$150	CYD + 40%						
Chiropractic	\$40	CYD + 40%						
Urgent Care Center	\$45	CYD + 40%						
Hospital								
Inpatient	\$600 / \$1,000	CYD + 40%						
Outpatient	\$200 / \$300	CYD + 40%						
Physician Svcs at Hospital	CYD + 20%	CYD + 20%						
Emergency Room Visit	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Ambulance	CYD + 20%	CYD + 20%						
Mental Health / Sub. Abuse								
Inpatient	No Charge	40%						
Outpatient	No Charge	40%						
Prescription Drugs								
Generic Drugs	\$10		\$10		\$10		\$10	
Preferred Brand	\$30	CYD + 50%						
Non Preferred Bran	\$50		\$50		\$50		\$50	
Mail Order (90 day supply)	2.5 x	Not Covered						
Employee	95	\$489.57		\$645.49		\$603.25		\$523.63
Employee + Spouse	5	\$1,165.17		\$1,536.26		\$1,435.76		\$1,246.24
Employee + Child	7	\$900.80		\$1,187.70		\$1,110.00		\$963.48
Employee + Family	0	\$1,527.45		\$2,013.93		\$1,882.18		\$1,633.73
Monthly Premium		\$58,640.60		\$77,316.75		\$72,257.55		\$62,720.41
Annual Premium		\$703,687.20		\$927,801.00		\$867,090.60		\$752,644.92
\$ Increase		N/A		\$224,113.80		\$163,403.40		\$48,957.72
% Increase		N/A		31.85%		23.22%		6.96%

Southern Hills PlantationAGENDA ITEM NO. F-2HOMEOWNERS ASSOCIATION, INC. 8/19/13

July 8, 2013

City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

ATTN: Ms. Jennene Norman-Vacha, City Manager

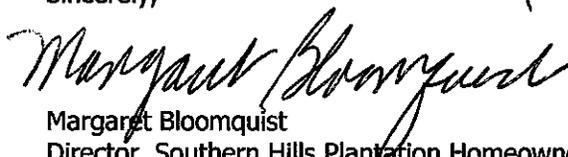
Dear Ms. Norman-Vacha:

Recently Richard Radacky, Director of Public Works, met with myself and the Association Management Representatives regarding concerns he had pertaining to the condition of the roads in the Southern Hills Plantation subdivision (Vice Mayor Kevin Hohn was also in attendance at the meeting). At this time as the Homeowner Representative of the Homeowners Association Board of Directors I would like to request the release of the balance of the funds held for the roads to the Association's Management Company.

Thanks to a decision by the City Council, as you may remember, the Association did receive an advance of \$78,930.80 for the emergency repairs necessary in Phase 2. That work has been satisfactorily completed and signed off on by Coastal Engineering. Pursuant to the minutes from the November 21, 2011 City Council Meeting, we are requesting the balance for the Phase 2 roads. We are aware that the City of Brooksville has not accepted the entry boulevard and release of the funds would be contingent on the City's acceptance of that work however, Mr. Radacky did inform us that they are close to a resolution with the road construction contractor Goodwin Brothers.

Thank you Jennene on behalf of SHP HOA.

Sincerely,



Margaret Bloomquist
Director, Southern Hills Plantation Homeowners Association, Inc.

Cc:

Board of Directors, Southern Hills Plantation HOA, Inc
Patrick Dooley, Manager Southern Hills Plantation HOA, Inc.
Kevin Hohn, Vice Mayor, City of Brooksville



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
SUBJECT: ACTUARIAL SERVICES RFP NO.: CC2013-02 AWARD
DATE: AUGUST 14, 2013

GENERAL SUMMARY/BACKGROUND: At the direction of Council, Requests for Proposals were issued for Actuarial Services to review the city's retirement trust funds for Fire and Police employees. As a result, five proposals were received, opened and read aloud in Council Chambers on July 3, 2013, the minutes of which are included in Attachment 1.

The proposals were reviewed and evaluated according to the Proposal Ranking Form used by the City, wherein points are assigned in categories as referenced in Attachment 2, by the City Manager, Director of Finance Steve Baumgartner, Assistant Director of Finance Jim Delach, Attorney Debbie Hogan of The Hogan Law Firm and Mary Beth Gary of Oliver & Company. Evaluations were submitted to the City Clerk and results were compiled. The results are as follows:

PROPOSER	TOTAL POINTS	AVERAGE SCORE
GABRIEL ROEDER SMITH & CO (GRS)	417	83
BOLTON PARTNERS	409	82
NYHART	364	73
ACTUARIAL CONCEPTS	359	72
MILLIMAN	330	66

BUDGET IMPACT: Monies would need to be allocated in the FY2014 budget through General Fund or Pension monies. Currently no monies are budgeted.

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

STAFF RECOMMENDATION: Staff recommends that City Council accept/approve the ranking and award to Gabriel Roeder Smith & Co. for Actuarial Services. Further, recommend authorization for staff to work with GRS to propose a Task Order and agreement to return to Council for Approval.

ATTACHMENTS: 1. RFQ – Bid Opening Minutes, Notice & RFQ Document
2. Summary Ranking Sheet

Attachment 1

**BID OPENING MINUTES
ACTUARIAL SERVICES
RFP NO. CC2013-02**

June 7, 2013

3:00 p.m.

A Bid Opening was held at approximately 3:06 p.m. on Friday, June 7, 2013, in the City Hall Council Chambers for the **ACTUARIAL SERVICES RFP NO. CC2013-02**. Janice L. Peters, City Clerk and Rachel Fogarty Oleson were in attendance.

City Clerk Peters advised that an Invitation to Bid/Proposal was published in the May 19, 2013, edition of the Tampa Bay Times with a closing date and time set for 3:00 p.m. on Friday, June 7, 2013.

As a result, five (5) sets of bids/proposals were received, all properly sealed and notated. The bids/proposals were to one (1) unbound original plus eleven (11) copies, Hold Harmless and Indemnity Clause, Fee Proposal Page, Proof of Insurance, Public Entity Crime Statement, Drug-Free Workplace Certification and any addendums.

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

1. ACTUARIAL CONCEPTS, Jacksonville, FL

All required documentation included; Drug Program Implemented

PROPOSED FEES

Expert Witness Testimony	\$460 per hour	
Strategic Consulting	\$290 per hour	
Valuation Actuary	\$225 per hour	
Actuarial Analysts/Assistants	\$150 per hour	
Administration	\$ 50 per hour	
Importing Data & Payroll Records		\$600
Calculate Costs of Changes in Benefit Structures		\$1,700 to \$3,500 per study
Long-term Projections of Estimated Costs		Additional fees by 1½ - 2 times
Similar Florida Assignments have ranged		\$15-30,000 Per Plan
Travel expenses are actual out of pocket with no markup.		

2. BOLTON PARTNERS, BOCA RATON, FL

All required documentation included; Drug Program Implemented

PROPOSED FEES

Senior Actuary	\$290-\$360 per hour	
Senior Consultant	\$220-\$260 per hour	
Actuary	\$175-\$210 per hour	
Assistant Actuary	\$135-\$150 per hour	
Administrative Specialist	\$ 70 per hour	
Valuation Models		\$13,800 per plan
Calculate Costs of Changes in Benefit Structures		\$3,000 per design per plan
Alternate Design Plans		See Hourly Rates
Similar Florida Assignments have ranged		\$15-30,000 Per Plan
Travel Expenses are not included		

Tampa Bay Times

Published Daily

St. Petersburg, Pinellas County, Florida

STATE OF FLORIDA
COUNTY OF Pinellas

} s.s.

Before the undersigned authority personally appeared **L. Phillips** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper published at St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: Invitation To Bid RFP CC2013-02** was published in said newspaper in the issues of **Classified Hernando & Citrus**, **5/19/2013**.

Affiant further says the said **Tampa Bay Times** is a newspaper published at St. Petersburg, in said Pinellas County, Florida and that the said newspaper has heretofore been continuously published in said Pinellas County, Florida, each day and has been entered as second class mail matter at the post office in St. Petersburg, in said Pinellas County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he /she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant

Sworn to and subscribed before me
this 20th day of **May A.D. 2013**



Signature of Notary Public

Personally known X or produced identification

Type of identification produced _____

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the City of Brooksville is requesting sealed proposals for the **ACTUARIAL SERVICES RFP No.: CC2013-02**. RFP Specifications, Conditions & Forms are available at the City Clerk's Office, 201 Howell Avenue, Brooksville, Florida 34601, (352) 540-3853, or can be downloaded at www.cityofbrooksville.us. RFP responses must be submitted as indicated on the forms included in the package. Sealed and properly identified bids will be received by the City Clerk's Office up to and including **Friday, June 7, 2013 at 3:00 p.m.** and will be opened immediately following the close of bids in the City Council Chambers, City Hall, 201 Howell Avenue, Brooksville, Florida.

The City reserves the right to reject, waive technicalities and/or negotiate any or all bids. Bids not received for any reason by the due date will not be accepted.

s/Janice L. Peters
Janice L. Peters, CMC
City Clerk

PUBLISH: Sunday, May 19, 2013
FILE NO. 2013-06 1003962883

REQUEST FOR BIDS/PROPOSALS



CITY OF BROOKSVILLE ACTUARIAL SERVICES RFP NO.: CC2013-02

ADVERTISED: Tampa Bay Times, Sunday, May 19, 2013

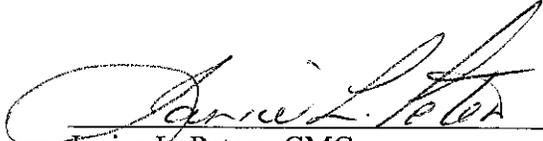
PREBID MEETING: NA

CLOSING: 3:00 PM on Friday, June 7, 2013

BIDS/PROPOSALS ARE TO BE SUBMITTED TO:

CITY OF BROOKSVILLE
ATTN: CITY CLERK
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

ATTACHMENTS: Notice of Request for Proposals
Overview & Scope of Services
Public Entity Crimes Statement
Drug Free Workplace Certification
Plans & Actuarial Statements


Janice L. Peters, CMC
City Clerk

INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified firms are invited to submit a bid/proposal to enter into an **ACTURAL SERVICES RFP NO.: CC2013-02**, contract with the City of Brooksville by replying to the enclosed specification. In order for your bid/proposal to be considered, you must fill in completely all items in this specification. The complete Proposal packet can be obtained on the City's website at www.cityofbrooksville.us or at the office of the City Clerk.

All proposals must include one **(1) unbound original** and eleven **(11) copies** and be addressed to:

CITY OF BROOKSVILLE
ATTN: CITY CLERK
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

Proposals must be received at the address listed above no later than **3:00 p.m. on Friday, June 7, 2013**. Late proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the RFP number, due date, and name of firm so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work of this proposal must be submitted **in writing** via email or fax to the City Clerk as shown below:

Janice L. Peters, CMC, City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601
jpeters@cityofbrooksville.us Fax: (352) 544-5424

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. Per F.S. 287.057(23), respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, **except in writing to the procurement officer** or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

All questions must be received at least seven (7) calendar days prior to the scheduled opening of bids/proposals. Any interpretation of the bid/proposal terms, conditions, and/or specification, if made, will be only by Addendum duly issued. A copy of such Addendum will be posted to the City's website at www.cityofbrooksville.us and mailed to each proposer that received a copy of the advertisement of the RFP. **IT IS THE RESPONSIBILITY OF THE PROPOSER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUM PRIOR TO SUBMITTING A PROPOSAL.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The City reserves the right to reject any or all proposals, to waive informalities in the proposals and to re-advertise for proposals. The City also reserves the right to separately accept or reject any item or items of a proposal and to award and/or negotiate a contract in the best interest of the City.

CONFLICT OF INTEREST - The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes. All bidders/proposers must disclose with their bid/proposal the name of any officer, director, or agent who is a City official or employee, or a member of an official's or employee's immediate family. Further, bidders/proposers must disclose the name of any City official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

OVERVIEW & SCOPE OF SERVICES

Actuarial Consulting Services RFQ No. 2013-02

Purpose

The City of Brooksville is soliciting proposals from qualified actuaries to provide Actuarial Consulting Services in connection with its pension plan for Fire & Police Employees.

City Background

The City of Brooksville has two defined benefits plans for the benefit of the Fire and Police Employees. The Fire Employee Pension was established in 1988 and the Police Employee Pension was established in 1995.

Existing Plan

Foster & Foster is currently the Actuary for both the Fire Employee and Police Employee defined benefit plans. A copy of the most recent Comparative Summary of Principal Valuation Results, prepared by Foster & Foster, is attached.

Scope of Services

- Importing Fire Employee and Police Employee and payroll records. (City will provide date in Excel format)
- Provide general advice and counsel on the Plan and benefit structures on possible plan changes and improvements.
- Calculate and report the cost of changes in benefit structure for the purpose of runway models & projections.
- Meet, as necessary, with City Staff/Committee to explain changes to the Fund and actuarial assumptions. Based on certain projections or changes.

GENERAL INFORMATION AND SCHEDULE

Actuarial Consulting Services RFQ No. 2013-02

Term of Contract

The term of this contract shall be for a period of no more than one (1) year.

The terms, provisions and conditions of this agreement shall apply for the initial term of the agreement.

Proposal Due Date

Sealed proposals including **one unbound original** and **eleven (11) additional hardcopies** should be submitted prior to 3:00 p.m. EST, on Friday, June 7, 2013, Proposals will not be accepted after this time. Proposals shall be addressed as follows:

City of Brooksville
Attn: Janice L. Peters, City Clerk
201 Howell Avenue
Brooksville, FL 34601
Phone 352-540-3853

Submitted envelopes should be marked "Request for Proposals for Actuarial Consulting Services".

Submission of Proposals

THE SIGNED PROPOSAL SHALL BE CONSIDERED AN OFFER ON THE PART OF THE PROPOSER AND SUCH OFFER SHALL BE DEEMED ACCEPTED UPON APPROVAL OF THE CITY COUNCIL AS RECOMMENDED BY THE CITY. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES IN THE PROPOSALS AND TO RE-ADVERTISE FOR PROPOSALS. THE CITY ALSO RESERVES THE RIGHT TO SEPARATELY ACCEPT OR REJECT ANY ITEM OR ITEMS OF A PROPOSAL AND TO AWARD AND/OR NEGOTIATE A CONTRACT IN THE BEST INTEREST OF THE CITY.

Proposer must insure that they have signed the Proposal Signature Page in ink. Omission of a signature on that page may result in rejection of your Proposal.

Reserved Rights

The City reserves the right to reject any and all bids/proposal, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any bid/proposal which may be in the best interest of the City.

Bidders/proposers which do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The City reserves the right to make such investigations as it deems necessary to determine the ability of any bidder/proposer to perform the work or service requested. Any information the City deems necessary to make such determinations shall be provided by the bidder/proposer upon request as a condition of further consideration of the bid/proposal. The applicability of all information obtained and the City's decision shall be final. By submitting a bid or proposal, bidder/proposer authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the City reserves the right to award the balance of the contract to the next lowest responsive bidder.

Governmental Restrictions/Requirements

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in a bid/proposal, it shall be the responsibility of the successful bidder/proposer to immediately notify the City of the specific regulation which required an alteration, and the specific alternations that will be made to the item(s) bid/proposed. The City reserves the right to accept any such alteration/substitution, including any price adjustments resulting therefrom, or to cancel the award at no expense to the City.

Unauthorized Employees or Agents

Employment of unauthorized aliens by bidder/proposer is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If bidder/proposer knowingly employs unauthorized aliens, such action shall be cause for unilateral cancellation of this Agreement and City may recover damages from bidder/proposer resulting from such cancellation. The bidder/proposer shall be responsible for including this provision in any context with, and requiring compliance by any/all subcontracts performing for bidder/proposer relating to this Agreement.

Wages

State and Federal minimum wages and hours regulation apply to bidder/proposer and all subcontractors.

Disclosure

Bidder/proposer acknowledges by submitting a bid/proposal that all information provided to the City is part of the public domain as defined by Florida Statutes and is considered a public record. No information should be labeled "confidential," unless specifically exempted under said Statutes, and exempts the City from any liability for releasing all information to the public, including inadvertently releasing information deemed confidential by the bidder/proposer.

Taxes

The City is a tax-exempt Florida municipality, Federal Employment Identification Number 59-6000-284, Florida State Tax Number 37-02-008131-54C. Copies of Exemption Certificate and related information may be obtained by contacting the Finance Director, 201 Howell Avenue, Brooksville, Florida 34601-2041 or (352) 540-3810

Applicable Laws/Legal Venue

All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply to consideration and award of any bid/proposal and the performance of the bidder/proposer pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Hernando County, Florida, or the United States District Court for the Middle District of Florida, as applicable.

FORMAT

Actuarial Consulting Services RFQ No. 2013-02

1. Title Page

Show the request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

2. Table of Contents

Clearly identify the material by section and page number.

3. RFP Checklist

4. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

5. Profile of Proposer

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.
- d. Provide a list and description of similar municipal engagements satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.
- e. Have you been involved in litigation within the last five (5) years and is there any pending litigation arising out of your performance?
- f. Is your firm or a related firm currently providing any services to the City of Brooksville Employees' Retirement Fund?
- g. Is your firm involved in any litigation that directly affect services provided to the City of Brooksville?

6. Summary of Proposer's Qualifications.
 - a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.
 - b. Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.
 - c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
 - d. Describe what municipal staff support you anticipate for the project.
7. Project understanding, proposed approach, and methodology. Please include prior calculations of benefit structures, and if available, any prior actuarial benefit adjustment reports.

Describe your approach to performing the contracted work. This should include the following points:

- Type of services provided. Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.
 - Discuss your project plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.
8. References. Please provide contact information of an employee and Pension Board member or other non-government related contact for each entity.
 9. Project time schedule Specific Services will be requested as needed. Estimated time of project will be required with an approximate cost associated before work completed. Please provide an estimated cost per runway model study, based on past professional experience.

OTHER CONSIDERATIONS

Actuarial Consulting Services RFQ No. 2013-02

1. The City reserves the right to approve substitutions for assigned personnel proposed for this engagement. Substitutions may be allowed for staff turnover, sickness or other emergency situations.
2. All contact for information regarding the Proposal must be addressed to the City of Brooksville City Clerk. Over the course of this RFP process, related contact with the City or City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that vendor.

Each Proposer shall examine all Proposal Documents and judge for themselves all matters relating to the adequacy and accuracy of the documents. If the Proposer is of the opinion that any part(s) of the Proposal Document is incorrect or obscure, or that additional information is needed, he should request such information or clarification from the City Clerk in order that appropriate addenda may be issued, if necessary, to all prospective Proposers.

3. No oral change or interpretation of the provisions contained in this Request for Proposal is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to Proposal Documents are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
4. All materials submitted in response to the RFP become the property of the City and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the RFP whether amended or not and selection or rejection of the Proposal does not affect this right, provided however, that any Proposal that has been submitted to the City Clerk's Office may be withdrawn prior to Proposal opening time stated herein, upon proper identification and signature releasing Proposal Documents back to Proposer.

All expenses for preparing, submitting, and participating in this proposal to the City are to be borne by the proposer.

5. After initial review of the Proposals, the City may invite consultants for an interview to discuss the Proposal and meet its representatives, particularly key personnel who would be assigned to the project. It is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the Proposal.
6. The City reserves the right to determine, at its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals. The City further reserves the right to negotiate with any person or firm submitting Proposals and reserves the right to reject any or all Proposals with or without cause. The City also reserves the right to waive minor technical defects in a Proposal. In the event that this Request for Proposals is withdrawn by the City for any reason, the City shall have no liability to any applicant for any costs or expenses incurred in connection with this Request for Proposals

or otherwise. All such expenses incurred in the preparation of a Proposal shall be borne by the Proposer.

Failure or refusal of the successful Proposer to execute a contract within thirty (30) days after award shall constitute a default. Any such Proposer shall not assign, transfer, convey or otherwise dispose of any or all of its rights, title or interest therein, or its power to execute such contract to any person or firm without prior written consent of the City.

7. Copies of Proposals submitted may not be viewed until ten (10) days after RFP opening date.

Cost Adjustments:

The costs for all services purchased under this contract shall remain firm for the initial one (1) year term of the contract. Costs for subsequent renewal terms are subject to an adjustment pending industry performance. Unless very unusual and significant changes have occurred in the industry, such increases/decreases shall not exceed 5% per year or the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase, or decrease in the CPI shall be that latest index published and available prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the vendor a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled by the City upon giving thirty (30) days written notice to the vendor.

EVALUATION CRITERIA

Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City. The Items to be considered during the evaluation and the associated point values are as follows:

1.	Experience/Technical Qualifications of the Persons Assigned To the Project	25%
2.	Project Understanding, Proposed Approach and Methodology	25%
3.	Cost of Services	35%
4.	<u>References and successfully</u> MAXIMUM TECHNICAL POINTS	<u>15%</u> 100%

SELECTION PROCESS

Evaluation of the Proposals will be performed by a committee selected by the City Manager. The committee will evaluate the firms according to their Proposal. The initial scores will be tallied and a short list will be developed consisting of the firms receiving the highest point ratings. The committee may conduct discussions with offerors on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing offerors. These firms may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to City Council, along with a recommendation for the selection of the top ranked firm for the purpose of negotiating a contract with the top ranked firm.

NON-DISCRIMINATION

Proposer shall provide a written statement that it does not and will not discriminate against any person, employee, or applicant for employment, because of race, creed, color, religion, sex, national origin, ancestry, age or disability.

INSURANCE REQUIREMENTS

The Consultant shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Consultant allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, shall have adequate policyholders and financial ratings in the latest ratings of A.M. Best, and shall be part of the Florida Insurance Guarantee Association Act.

Insurance shall be in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, the Consultant shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

1. Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:

	Minimum Coverage
Property Damage:	\$ <u>*1,000,000</u>
General Liability	\$ <u>*500,000/1,000,000</u>
Automobile Liability	\$ <u>*500,000/1,000,000</u>
Professional Liability	\$ <u>*500,000</u>
Other: <u>Workmans= Compensation</u>	\$ <u>Statutory Limit**</u>

* or \$1,000,000 combined

** or provide notarized affidavit of exemption listing relevant statutes.

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

2. Professional Liability or functional equivalent with limits not less than \$1,000,000. If coverage is provided on a claims made basis, then coverage must be continued for the duration of this contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "Extended Reporting Clause" for one (1) year.

HOLD HARMLESS AND INDEMNITY CLAUSE

Actuarial Consulting Services RFQ No. 2013-02

After notification of award, the successful bidder/proposer shall indemnify and save harmless the City and its officials, officers, employees, agents and invites, from and against all claims, suits, sections, damages or causes of action arising from any personal injury, loss of life or damage to property, sustained by reason of, or as a result of constructing, manufacturing, processing, delivery, or performance of the services or work for which the bid/proposal was awarded or any resulting agreement executed, and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in any resulting agreement shall be deemed to affect the rights, privileges and immunities of the City of Brooksville.

The bidder/proposer, without exception, shall also indemnify and save harmless the City and its officials, employees, agents and invites from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City. If the bidder/proposer uses any design, device or materials covered by patent or copyright, it is mutually agreed and understood that the bid/proposal prices include all royalties or cost arising from the use in any way of such design, device or materials involved in the product and/or services provided to the City.

DECLARATION

The undersigned, as Proposer (herein used in the masculine singular, irrespective of actual gender and number) declares, under oath that no other person has any interest in this Proposal or in any resulting agreement to which this Proposal pertains, that this Proposal is not made with connection or arrangement with any other persons and without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the instructions to Proposers, that he has read all addenda, if any, issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general conditions of the agreement and all relevant information to which this proposal pertains.

NAME OF COMPANY: _____

PROPOSER'S NAME: _____

PROPOSER'S AUTHORIZED SIGNATURE: _____

DATE: _____

PROPOSER'S NOTE: Award of any proposal will require that the successful proposer ensure that a properly completed Vendor Registration Form is on file with the City.

FEE PROPOSAL

Actuarial Consulting Services RFQ No. 2013-02

**ACTUARIAL CONSULTING SERVICES
PENSION PLAN FOR FIRE EMPLOYEES & POLICE EMPLOYEES**

Please address your fee proposal in the following manner:

1. With regard to the Actuarial Consulting Services described herein, other than in connection with a transaction, please propose the amount of your proposed fee on a fix annual cost, payable monthly.
2. With respect to additional agreed upon services that may be best performed on an hourly basis, please provide your proposed compensation on a time and expense basis, with a list of hourly billing rates for the firm and any proposed charges.
3. Fee Proposal must Itemized in the format provide in the Scope of Services.

- a. Importing Fire Employee and Police Employee data and payroll records.

Lump Sum Amount _____

- b. Provide general advice and counsel on the Plan and benefit structures on possible plan changes and improvements.
- c. Calculate and report the cost of changes in benefit structure for the purpose of runway models & projections.
- d. Meet, as necessary, with the City Staff/Committee to explain changes to the Fund and actuarial assumptions . Based on certain projections or changes.

Hourly Rates _____

- e. Anticipated Expense Structure (i.e. copy per page amount, etc.)

NAME OF COMPANY: _____

PROPOSER'S NAME: _____

PROPOSER'S AUTHORIZED SIGNATURE: _____

DATE: _____

ATTACHMENTS – City Fire Employee and Police Employee Plan Information
Actuarial Consulting Services RFQ No. 2013-02

1. Fire Employee Pension Plan Ordinance
2. Police Employee Pension Plan Ordinance
3. Fire Employee Pension Actuarial Statement
4. Police Employee Pension Actuarial Statement

Attachment 2

ACTUARIAL SERVICES
RFP NO.: CC2013-02

	ACTUARIAL CONCEPTS				BOLTON PARTNERS				GABRIEL ROEDER SMITH & CO.				MILLIMAN				NYHART								
	JN V	DH	SB	JD	MB G	JNV	DH	SB	JD	MB G	JN V	DH	SB	JD	MB G	JNV	DH	SB	JD						
A. Applicant Understanding of Requirements/Work Plan (10 Pts. Max.)	8	8	5	8	10	10	9	10	8	8	10	10	10	8	9	9	0	4	4	4	9	10	10	7	7
B. Professional Qualifications/Related Governmental Exp. & Training of Assigned Reps (10 Pts. Max.)	10	8	5	8	5	10	8	10	6	10	10	10	10	9	10	10	7	5	8	8	10	8	5	8	7
C. Qualifications & Experience of Principals of Firm in Governmental Auditing(10 Pts. Max.)	10	7	5	9	10	10	8	10	9	10	10	8	10	9	7	10	10	5	8	9	10	8	5	8	8
D. Number of Qualified Personnel Assigned to Audit (10 Pts. Max.)	8	7	8	8	8	10	8	8	10	10	8	10	8	10	8	10	9	5	8	9	8	8	5	8	8
E. Ability to Complete Requirements of Audit Timely (10 Pts. Max.)	9	8	5	9	9	10	8	10	9	10	8	6	9	10	9	9	5	5	8	9	9	8	10	8	9
F. Reputation, References and Prior Experience (10 Pts. Max.)	8	8	5	6	8	10	6	10	8	6	10	9	10	9	9	9	3	8	8	10	10	8	10	8	7
G. Size, Scope & Organizational Strength & Structure (5 Pts. Max.)	4	3	3	3	7	5	4	5	5	7	5	5	5	5	9	5	4	3	5	10	5	3	5	5	8
H. Completeness of Proposal (5 Pts. Max.)	3	4	3	4	5	5	3	5	4	5	5	3	4	5	5	5	0	3	2	5	4	4	5	3	5
I. Cost of Services (15 Pts. Max.)	12	8	8	11	13	14	12	15	10	12	10	12	10	10	14	12	7	6	10	15	12	12	5	10	11
J. Certified Minority Business Enterprise (5 Pts. Max.)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
K. Location of Local Office or Local Contact (10 Pts. Max.)	7	7	8	8	8	7	7	7	6	7	7	7	8	6	6	5	5	6	2	4	5	5	5	3	5
	79	68	55	74	83	91	73	90	75	80	87	82	82	77	89	84	50	50	63	83	82	74	65	68	75

TOTAL POINTS
AVERAGE SCORE

359 72 409 82 417 83 330 66 364 73

Actuarial Concepts	359	72	4TH
Bolton	409	82	2ND
Gabriel Roeder Smith	417	83	1ST
Milliman	330	66	5TH
Myhart	364	73	3RD
Mary Beth Gary	MBG		
Jennene Norman-Vacha	JNV		
Debbie Hogan	DH		
Steve Baumgartner	SB		
Jim Delach	JD		



AGENDA ITEM MEMORANDUM

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager 

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

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

Date: July 11, 2013

General Summary / Background: Revisions to the current Ordinance 754-D have been approved by the Brooksville Firefighter's Pension Trust Fund Board of Trustees, as proposed by their attorney, Scott Christiansen.

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

- Section 1 Definitions to amend the definition of Credited Service.
- Section 15 Maximum Pension to comply with recent changes to the Internal Revenue Code relating to tax qualified pension plans.

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

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

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

- Attachment:**
1. Letter from Board Attorney dated 05/28/13
 2. Ordinance No. 754-E

Attachment 1

Law Offices

Christiansen & Dehner, P.A.

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

May 28, 2013

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

Re: City of Brooksville Firefighters' Retirement Trust Fund

Dear Ms. Norman-Vacha:

As you know, I represent the Board of Trustees of the City of Brooksville Firefighters' Retirement Trust Fund. Enclosed please find a **revised** proposed ordinance amending the City of Brooksville Firefighters' Retirement Trust Fund, which is recommended by the Board for adoption by the City Council. This ordinance amends Section 1, Definitions to amend the definition of Credited Service, and Section 15, Maximum Pension, to comply with recent changes to the Internal Revenue Code (IRC) relating to tax qualified pension plans such as this plan. These amendments clarify language required by the IRC and are mandatory amendments that must be made by September 30, 2013 to ensure the continuation of the plan's tax qualified status.

In this revised ordinance, further technical compliance amendments were made to Section 15, Maximum Pension. With these additional changes, the pension plan will comply with all required applicable IRC changes and updates.

In addition to the above mandatory changes, the definition of Actuarial Equivalent is also being amended to correctly reflect the current mortality table and interest rate assumption being used by the plan's actuary.

By copy of this letter to the plan's actuary, Foster & Foster, Inc., I am requesting that they provide you with a **revised updated** letter indicating that there continues to be no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Council, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosure

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

Attachment 2

ORDINANCE NO. 754-E

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CITY OF BROOKSVILLE FIREFIGHTERS' RETIREMENT TRUST FUND, ADOPTED PURSUANT TO ORDINANCE NO. 525-I, AS SUBSEQUENTLY AMENDED; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 15, MAXIMUM PENSION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 1, Definitions, to amend the definitions of "Actuarial Equivalent" and "Credited Service", to read as follows:

* * * * *

Actuarial Equivalent means a benefit or amount of equal value, based upon the ~~1983 Group Annuity~~ RP 200 Combined Healthy Mortality Table Sex-Distinct and an interest rate of ~~eight seven and three quarters~~ eight seven and three quarters percent (8 7.75%) per annum. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the plan's actuary, such that actuarial assumptions are not subject to City discretion.

* * * * *

Credited Service means the total number of years and fractional parts of years of service as a Firefighter with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not employed by the City as a Firefighter. A volunteer Firefighter shall not receive Credited Service for any purpose, including vesting, for any Plan Year during which he is a Member if he does not work at least two hundred eighty-eight (288) hours during the Plan Year. If a Member accumulates service both as a full-time Firefighter and a volunteer, Credited Service shall be calculated separately for full-time and volunteer service with the sum of all years used only for vesting and benefit eligibility purposes. A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the Fire Department pending the possibility of being reemployed as a Firefighter, without losing credit for the time that he was a Member of the System. If a vested Member leaves the employ of the Fire Department, his Accumulated Contributions will be returned only upon his written request. If a Member who is not vested is not reemployed as a Firefighter with the Fire Department within five (5) years, his Accumulated Contributions, if one-thousand dollars (\$1,000.00) or less, shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars (\$1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any reemployment, a Firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his contributions from the Fund, unless the Firefighter repays into the Fund the contributions he has withdrawn, with interest, as determined by the Board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a Member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a Firefighter with the City to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

- A. The Member is entitled to reemployment under the provisions of USERRA.
- B. The Member returns to his employment as a Firefighter within one (1) year from the earlier of the date of his military discharge or his release from active service.
- C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.
- D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

* * * * *

SECTION 2: The City of Brooksville Firefighters' Retirement Trust Fund, adopted pursuant to Ordinance No. 525-I, as subsequently amended, is hereby further amended to amend Section 15, Maximum Pension, to read as follows:

SECTION 15. MAXIMUM PENSION.

1. **Basic Limitation.**

Notwithstanding any other provisions of this System to the contrary, the Member contributions paid to, and retirement benefits paid from, the System shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a plan member may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a plan member may not receive an annual benefit that exceeds the dollar amount specified in Code Section 415(b)(1)(A) (\$160,000), subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this System. For purposes of this Section, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code Section 415(n) and to rollover contributions (as defined in Code Section 415(b)(2)(A)). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

2. Adjustments to Basic Limitation for Form of Benefit.

If the form of benefit without regard to any benefit increase feature is not a straight life annuity, then the Code Section 415(b) limit applicable at the annuity starting date is reduced to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit. If the benefit under the plan is other than the annual benefit described in subsection 1., then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of the benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit as follows:

A. For a benefit paid in a form to which Section 417(e)(3) of the Code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of:

(1) The annual amount of the straight life annuity (if any) payable to the Member under the Plan commencing at the same annuity starting date as the form of benefit to the Member, or

(2) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the Member, computed using a five percent (5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation Section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Rulings 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Section 417(e)(3)(B) of the Code); or

B. For a benefit paid in a form to which Section 417(e)(3) of the Code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of:

(1) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the Plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a five and one half percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the

Unless otherwise specified in the System, for purposes of applying the limits under Code Section 415(b), a Member's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Internal Revenue Code and applicable Treasury Regulations.

5. Other Adjustments in Limitations.

- A. In the event the Member's retirement benefits become payable before age sixty-two (62), the limit prescribed by this Section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar (\$160,000) annual benefit beginning at age sixty-two (62).
- B. In the event the Member's benefit is based on at least fifteen (15) years of Credited Service as a full-time employee of the police or fire department of the City, the adjustments provided for in A. above shall not apply.
- C. The reductions provided for in A. above shall not be applicable to disability benefits pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.
- D. In the event the Member's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether this benefit meets the limit set forth in subsection 1 herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

6. Less than Ten (10) Years of Participation or Service.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of Credited Service with the City shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

7. Participation in Other Defined Benefit Plans.

The limit of this Section with respect to any Member who at any time has been a member in any other defined benefit plan as defined in Code Section 414(j) maintained by the City shall apply as if the total benefits payable under all City defined benefit plans in which the Member has been a member were payable from one plan.

8. Ten Thousand Dollar (\$10,000) Limit; Less Than Ten Years of Service.

Notwithstanding ~~the foregoing~~ anything in this Section 15, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this subsection 8. of Section 15 if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars (\$10,000) for the applicable Plan-Year limitation year and for any prior Plan-Year limitation year and the City has not any time maintained a qualified defined contribution plan in which the Member

the System, include service credit for periods for which there is no performance of service, and, notwithstanding clause B.(2), may include service credited in order to provide an increased benefit for service credit which a Member is receiving under the System.

11. Contribution Limits.

€ A. For purposes of applying the Code Section 415(c) limits in this subsection 10, which are incorporated by reference and for purposes of this subsection 11, only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a calendar limitation year, except as noted below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the System, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2).

- (1) However, for calendar limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For calendar limitation years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).
- (2) For limitation years beginning on and after January 1, 2007, compensation for the calendar limitation year will also include compensation paid by the later of 2½ months after an employee's severance from employment or the end of the calendar limitation year that includes the date of the employee's severance from employment if:
 - (a) the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or
 - (b) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.
- (3) Back pay, within the meaning of Treasury Regulations Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

- ⊖ B. Notwithstanding any other provision of law to the contrary, the Board may modify a request by a Member to make a contribution to the System if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:
- (1) If the law requires a lump sum payment for the purchase of service credit, the Board may establish a periodic payment deduction plan for the Member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).
 - (2) If payment pursuant to subparagraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Board may either reduce the Member's contribution to an amount within the limits of that section or refuse the Member's contribution.
- C. If the annual additions for any Member for a limitation year exceed the limitation under Section 415(c) of the Code, the excess annual addition will be corrected as permitted under the Employee Plans Compliance Resolution System (or similar IRS correction program).
- D. For limitation years beginning on or after January 1, 2009, a Member's compensation for purposes of this subsection 11. shall not exceed the annual limit under Section 401(a)(17) of the Code.

44 12. Additional Limitation on Pension Benefits.

Notwithstanding anything herein to the contrary:

- A. The normal retirement benefit or pension payable to a Retiree who becomes a Member of the System and who has not previously participated in such System, on or after January 1, 1980, shall not exceed one hundred percent (100%) of his Average Final Compensation. However, nothing contained in this Section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.
- B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 67, Title 10, U.S. Code.

SECTION 3: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Brooksville.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

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

CITY OF BROOKSVILLE

By: _____
Lara Bradburn, Mayor

ATTEST: _____
Janice L. Peters, CMC, City Clerk

PASSED on First Reading _____

NOTICE Published on _____

PASSED on Second & Final Reading _____

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

VOTE OF CITY COUNCIL

Bernardini _____

Bradburn _____

Burnett _____

Hohn _____

Johnston _____

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



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

**FROM: JANICE L. PETERS, CMC, CITY CLERK &
SALLY SPERLING, SCREENING COMMITTEE CHAIR**

**SUBJECT: SCREENING COMMITTEE RECOMMENDATION FOR THE 2013
GREAT BROOKSVILLIAN**

DATE: AUGUST 13, 2013

GENERAL SUMMARY/BACKGROUND: Nominations for the 2013 "Great Brooksvillian of the Year" closed on April 30, 2013. Six nominations were received – John C. Emerson; Joseph M. Mason, Jr.; Daniel B. Merritt, Sr.; Frasier Mountain and Martin "Dan" Patrick.

Pursuant to Official Policy No. 2-2012, the Screening Committee met to review the nominations and to make their recommendations to City Council. The minutes of those meetings are attached, along with additional information received by the board and the results of their ranking of the nominees.

Traditionally the award ceremony is scheduled to be held in conjunction with the Fall City Hall Art Reception, which will be on Thursday, October 10, 2013.

FINANCIAL IMPACT: If the event is held in conjunction with the above referenced Art Reception, the financial impact is nominal (basically the cost of the award plaques and invitations/mailings budgeted at approximately \$200.00).

LEGAL REVIEW: Process pursuant to provisions of Official Policy No. 3-2008 and 2-2012.

RECOMMENDATION: Council selection of the 2013 "Great Brooksvillian of the Year".

ATTACHMENTS:

1. Screening Committee Minutes of 6/27/13
2. Screening Committee Minutes of 7/26/13
3. Additional Information as Provided by the Screening Committee

The recommendation of the Screening Committee for the 2013 Great Brooksvillian is as follows:

NOMINEES	POINTS	#1 VOTES
FRASIER MOUNTAIN	21	1
JOHN C. EMERSON	20	3
DANIEL BE. MERRITT, SR.	17	1
JOSEPH M. MASON, JR.	11	0
MARTIN "DAN" PATRICK	6	0

Attachment 1

2013 GREAT BROOKSVILLIAN SCREENING COMMITTEE

City Hall

AGENDA

June 27, 2013

2:00 p.m.

The 2012 Great Brooksvillian Screening Committee Members met on Thursday, August 16, 2012, in the City Council Chambers. In attendance were Screening Committee Members Sally Sperling, Maxine Matilainen, Michelle Thompson, and Gail Samples along with Janice L. Peters, City Clerk City Clerk/Recording Secretary.

The meeting was called to order at 2:10 p.m. by City Clerk Peters. She called for nominations for Chair and Vice Chair appointments.

Selection of Chairman/Vice Chairman

Motion:

Motion was made by Board Member Samples and seconded by Board Member Thompson for appointment of Sally Sperling as Chairman. Seconded by Michelle Thompson. Motion passed 4-0.

Motion was made by Board Member Samples; seconded by Chairman Sperling for appointment of Board Member Thompson as Vice Chairman. Motion passed 4-0.

Chairman Sperling began the meeting, discussion of the nominees ensued.

Review of Nominations/Discussion

John Emerson

Board Member Samples asked if more information could be requested. City Clerk Peters advised an individual member of the board could request this of the nominator.

Board Member Samples elaborated on the contributions of Mr. Emerson, the grandfather of the Property Appraiser. She advised he was the first one to build apartments in Brooksville, the Band Shell, the post office and the duplexes just past the post office as well as other building in the City. He donated the land for Emerson Field, the baseball field at Hernando High School. She will provide the clerk with info for distribution before the next meeting.

Joe Mason

Chairman Sperling offered that Mr. Masons credentials are well known, pointing out that most of them are related to his law career.

Daniel B. Merritt, Sr.

Chairman Sperling felt that, like Mr. Mason, Mr. Merritt's credentials are mostly associated with his career.

Frasier Mountain

Chairman Sperling offered that Mr. Mountain is currently involved, and has been for a while, with historical information about Brooksville and Hernando County. Board Member Samples offered that after his stint in the service he returned and worked with Mr. Reese. He was about the only electrician in town at that time. The Board agreed that Diane did a great job at putting together his nomination.

Board Member Samples advised Mr. Mountain also participated in upgrading the airport from an idle and abandoned place.

Dan Patrick

It was noted that Mr. Patrick has been nominated numerous times and is faithful about attending the Council meetings. It was the opinion of some of the board that he had not done enough, historically, to be the Great Brooksvillian.

Schedule of Additional Meetings

Committee consensus was to schedule the next meeting for Friday July 26th at 2:30 p.m.

The board agreed to forward any information received for Mr. Emerson to the City Clerk.

Adjournment

Motion:

Motion was made by Board Member Samples and seconded by Vice Chairman Thompson to adjourn at 2:30 p.m.

City Clerk

Chairman

Attachment 2

**2013 GREAT BROOKSVILLIAN
SCREENING COMMITTEE
City Hall**

AGENDA

July 26, 2013

2:30 p.m.

The 2012 Great Brooksvillian Screening Committee Members met in the City Council Chambers. In attendance were Screening Committee Members Sally Sperling, Maxine Matilainen, Michelle Thompson, Sue Loveday and Gail Samples along with Janice L. Peters, City Clerk City Clerk/Recording Secretary.

The meeting was called to order at 2:38 p.m. by Chairman Sperling.

Approval of Minutes June 27, 2013

Board Member Samples advised that under the discussions of Joe Mason and Daniel Merritt, it was Chair Sperling

Motion: Motion was made by Board Member Samples and seconded by Board Member Loveday for approval as amended. Motion carried 5-0.

Review of Nominations/Discussion

The additional information acquired for John Emerson was reviewed by Chairman Sperling and Board Member Samples, which was discussed. Further discussion of the other nominees ensued.

Board Member Samples pointed out that Brooksville was founded by people who have passed away. John Emerson she felt was the closest in humanitarian works. She remembered Frasier Mountain coming back from the war and bringing Nancy from up North. He worked for Mr. Reese doing electrical work and rewinding motors. He has done a lot of volunteer work and is big in historical information.

Board Member Samples elaborated on the contributions of Mr. Emerson, the grandfather of the Property Appraiser. He was married to Nancy and they had three children, Jack, John and Carolyn. She advised he was the first one to build apartments in Brooksville, the Band Shell, the post office and the duplexes just past the post office as well as other building in the City. He donated the land for Emerson Field, the baseball field at Hernando High School.

The board voted and it was tallied by City Clerk Peters. She announced the points ranking as follows:

1 st Place	Frasier Mountain	20 points
2 nd Place	John Emerson	21 points
3 rd Place	Daniel Merritt, Sr.	17 points

4 th Place	Joseph Mason, Jr.	11 points
5 th Place	Dan Patrick	6 points

City Clerk Peters advised the results will be presented to Council at the August 5th meeting.

Board Member Samples expressed that maybe next year there won't be any nominations who are living. But, all remembered how excited Julia was to receive the award last year.

Adjournment

Motion:

Motion was made by Board Member Loveday and seconded by Vice Chairman Thompson to adjourn at 2:57 p.m. Motion carried 5-0

City Clerk

Chairman

Attachment 3

Janice Peters

From: Sally Sperling [sperling@tampabay.rr.com]
Sent: Friday, July 12, 2013 9:52 PM
To: Janice Peters
Subject: Last Bit of Info, I Think

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Jan,

Have a bit of additional information on Mr. Emerson from Steve (grandson at Sun Trust). I've copied/pasted it below.

Sally,

Did you receive a picture?

I was 9 months old when my grandfather passed away. He was at his vacation house at Bayport and suffered a fatal heart attack. Consequently I do not have any firsthand accounts of him.

The only thing I may be able to add is a story told to me by my uncle, Gene Manuel.

When Gene was a teenager growing up in Brooksville a fund raising raffle was held to raise money for a worthy cause (I would have to get with Gene to recall the cause). Tickets were sold for a chance to win a brand new car.

The drawing was to be held during a celebration/dance at the VHF building on Ft. Dadé (across from what is now the post office). When the drawing was held my grandfather was the winner. Gene and a couple of buddies jumped in their car and drove to my grandfather's house on Moline Av. After banging on his door my grandfather came to the door in his PJ's wondering what all the commotion was about. Upon learning he won a brand new car he told Gene he would like to donate back to raffle again. I have heard other stories about his generosity from my mother and others but there is no one left alive to verify specifics. Gene also told me my grandfather loaned him money to purchase his first car.

I know he was President of the Kiwanis Club of Brooksville in 1931

I have asked my cousin in Gainesville to see if he can provide additional information

Stephen F. Emerson

Vice President

SunTrust Banks, Inc.

Mail Code: FI-Brooksville-1039

Address: 1 E. Jefferson St.

Brooksville, Fl. 34601

Phone: 352 754 5640

Janice Peters

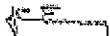
From: Sally Sperling [sperling@tampabay.rr.com]
Sent: Thursday, July 11, 2013 9:51 PM
To: Janice Peters
Subject: Fw: Some Information on Grandpa John - from Leigh

Follow Up Flag: Follow up
Flag Status: Flagged

Jan,
More information on Mr. Emerson.
Sally

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

From: Leigh Steiner
To: sperling@tampabay.rr.com
Cc: Stephen.Emerson@SunTrust.com ; John Emerson
Sent: Thursday, July 11, 2013 12:42 PM
Subject: Some Information on Grandpa John - from Leigh



Sally ~

I have attached a copy of a photo of Granddaddy John Emerson as I remember him. I was about 6 when he passed away. I remember that he was such a kind man, and his laugh (which was deep and hearty!) was always 'bubbling' just below the surface of his smile.

I have copied & pasted a cc of an email that I sent to my brothers recalling Mother telling us about him sending blankets (trainloads of them!) to our soldiers during the War because they were fighting where they were cold. That impressed me so much as a child, because he didn't even know those soldiers. I have copies of Granddaddy's Registration Card when he was 25 years old and registered for the Service on June 5, 1917 - WWI. (His son, our Dad, John C. Emerson, Jr. served in the Army Air Corps as a pilot during WWII.)

I hope that this is helpful, Sally. Maybe Steve & John have more.

Leigh

From: Leigh Steiner [mailto:jdleigh@comcast.net]
Sent: Monday, July 01, 2013 11:16 AM
To: Stephen.Emerson@SunTrust.com; John Emerson

Cc: janraspberries@aol.com; charlie@emersonappraisal.com

Subject: Granddaddy Emerson Info- from Leigh

Steve & John~

I wasn't sure you could open Sally's Facebook Page, but if you can get in touch with her to give her information about Emerson Field & the Monument, etc., I think it would be good. Also, do you all remember Mom telling us about Granddaddy sending train-loads of blankets to our American Soldiers fighting abroad during the war because they were on foreign soil & cold? I assume it was WWII, but I am not sure.

There are so many more stories of his philanthropy and good heart, maybe we could tap into Mary Ann Emerson's information to gain more.

Love You ~
Leigh

Janice Peters

From: Sally Sperling [sperling@tampabay.rr.com]
Sent: Thursday, July 11, 2013 9:51 PM
To: Janice Peters
Subject: Fw: More Info on Grandpa John - from Leigh

Follow Up Flag: Follow up
Flag Status: Flagged

Jan,
Information I've gotten from Leigh Emerson Steiner.

Sally
----- Original Message -----

From: Leigh Steiner
To: sperling@tampabay.rr.com
Cc: tiffanynkerry@yahoo.com ; John Emerson ; Stephen.Emerson@SunTrust.com
Sent: Thursday, July 11, 2013 1:46 PM
Subject: More Info on Grandpa John - from Leigh

Sally ~

I recall another fact about Granddaddy John that I didn't mention.

He donated all the land that the **High School & Emerson Field & Tom Fischer Stadium** are on to the city for them to build the initial school (it was the Primary School, in the beginning). There is a **Monument** to Granddaddy (located at the football field) that the City of Brooksville erected to honor him for this gift. The date of this land transfer may be inscribed on the monument, I am not sure. Our Brother, John Emerson, may be able to provide you with a date and info about that parcel of land from the city/county records if you should need them

Leigh



A. C. Johnson



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: FLORIDA LEAGUE OF CITIES ACTION COMMITTEES

DATE: AUGUST 8, 2013

GENERAL INFORMATION: Staff seeks appointment of a Council Member to each of the following five Florida League of Cities' (FLC) Action committees for September 1, 2013 through August 15, 2014, ending at the FLC Annual Conference:

	<u>Current Members</u>
Finance, Taxation & Personnel	Frankie Burnett
Transportation & Intergovernmental Relations	Joe Johnston
Energy & Environmental Quality	Kevin Hohn
Growth Management & Economic Development	Lara Bradburn
Urban Administration	Joe Bernardini

The meeting dates for the coming 2013/14 year are as follows:

September 20, 2013	Hyatt Regency Riverfront, Jacksonville
October 18, 2013	Orlando World Center Marriott
November 21, 2013	Hyatt Regency Orlando International Airport
August 15, 2014	Destin Diplomat, Hollywood (In conjunction with the FLC Legislative Conference)

All committees meet at the same time. Council may designate a City staff member to attend in his/her place, but they are only allowed to observe and not actually serve on the Committee or vote.

BUDGET IMPACT: Expenses incurred by Council to attend are budgeted in Council's line items for Travel and Per Diem & Training and Education.



LEGAL NOTE: The City Council has home-rule authority (Article VIII, 2(b), Florida Constitution and Section 166.041, Florida Statutes) to consider matters of fiscal and intergovernmental benefit.

STAFF RECOMMENDATION: Appointment of Council Members to the boards for the 2013/14 term.

2013 -2014 FLC Legislative Committees

Energy & Environmental Quality Committee

- coastal management
- energy
- environmental permitting
- hazardous and toxic wastes
- recycling
- solid waste collection and disposal
- stormwater
- wastewater treatment and reuse
- water management
- water quality
- water quantity
- wetlands permitting

Finance, Taxation and Personnel Committee

- general finance & tax issues
- home rule revenues
- infrastructure funding
- insurance
- local option revenues
- pension issues
- personnel and collective bargaining issues
- revenue sharing
- tax and budget reform
- workers' compensation

Growth Management & Economic Development Committee

- charter schools
- community redevelopment
- economic development
- growth management and land use planning issues
- affordable housing/foreclosures
- special districts

Transportation and Intergovernmental Relations Committee

- annexation
- billboards
- charter counties
- eminent domain
- ethics/elections
- general utilities
- property rights
- rights-of-way
- sunshine law
- telecommunications
- tort liability
- transportation and highway safety

Urban Administration Committee

- building & fire safety codes
- building codes and construction
- code enforcement
- homeland security
- public meetings
- public property management
- public safety

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – August 19, 2013

1. **TYPE:** Letter
 SENT: July 10, 2013
 SENT TO: Florida Department of Economic Opportunity
 SENT BY: Director of Community Development
 SUBJECT: CDBG Contract #11DB-C5-05-37-02-N11, Closeout Report

2. **TYPE:** Resolution No.: 2013-115
 RECEIVED: July 31, 2013
 RECEIVED FROM: Hernando County Board of County Commissioners
 ADDRESSED TO: City Council
 SUBJECT: A Resolution asking the City to remove two Red Light Cameras

3. **TYPE:** Letter
 RECEIVED: August 6, 2013
 RECEIVED FROM: Southwest Florida Water Management District
 ADDRESSED TO: Local Government Official
 SUBJECT: Return to Year-Round Water Conservation Measures



City Of Brooksville

Community Development Department
William "Bill" Geiger, Director

July 10, 2013

Ms. Tammy Anderson
Florida Dept. of Economic Opportunity
Small Cities CDBG Program
107 East Madison, MSC-400
Tallahassee, Fl. 32399-6508

Re: City of Brooksville, CDBG Contract #11DB-C5-05-37-02-N11, Closeout Report

Dear Ms. Anderson:

Attached for your use is the closeout report for the referenced CDBG grant. The following documents are attached:

1. Closeout Report Form (signed and dated by the Mayor on page 6)
2. Closeout narrative
3. Closeout photographs
4. Engineer's Certificate of Final Completion and FDEP water line clearance letter

If you have any questions, or need any further information, please let us know.

Sincerely,

Bill Geiger
City of Brooksville
Community Development Director

CTN
08-19-13

Community Development Block Grant Closeout Small Cities CDBG and Disaster Recovery Programs

(Revised 10/2012)

Instructions

Closeout forms must be submitted to the Department of Economic Opportunity (DEO), Florida Small Cities CDBG or Disaster Recovery Program, within 45 days after the contract termination or expiration date. Please note the following important instructions:

- Closeouts can only be submitted after all amendments have been executed and all requests for funds submitted. The Department will not process a request for funds or amendment that is submitted with a closeout.
 - A final request for funds must be submitted prior to submission of the closeout since funds not requested will be deobligated at closeout.
 - Any amendment that is necessary for final reconciliation of the grant funds must be executed prior to the submission of the closeout.
- All grant recipients must complete Section I.
- Commercial Revitalization, Disaster Recovery (if infrastructure or public facility projects were carried out) or Neighborhood Revitalization grant recipients must complete Section II.
- Recipients of Commercial Revitalization or Economic Development grants must complete Section III.
- Housing and Disaster Recovery (if housing activities were carried out) grant recipients must complete Section IV.
- All grant recipients must complete the Beneficiary Data form and the Status of Accomplishments and Expenditures form.
- The Closeout Approval form must be signed by the Chief Elected Official or another individual authorized by resolution to sign CDBG documents. Enter the information requested or circle the response.

Please complete and return only the sections that are applicable to your contract. Contact your grant manager if you have questions. Use the tab key or the cursor to move between form fields. Click on the appropriate check box to put an "X" for "Yes, No or N/A" questions.

Section I. Contract Information

Contract Number:
11DB-C5-05-37-02-N11

Beginning Date: 5-31-11 **Ending Date:** 5-30-13

Local Government's DUNS Number: 081940090

Recipient:
City of Brooksville

Local Contact:
Bill Geiger

Phone Number:
352-540-3810

1. Indicate how the project was carried out (administration and construction): Recipient Employees Contractors Both
2. Indicate how beneficiary data was collected: Census Survey Income Verification Form (for Housing or ED)
3. Enter the Census Tract(s) and/or Block Group(s) service area(s):) for Census Tract(s) 404 Block Group(s) 4036,4009,4034
4. If location of activities has changed since the initial award was made, and a revised map was not previously submitted, is a map included? Yes No N/A
5. Is a Property Management Register Included? Yes No N/A
6. If an infrastructure project, is an engineering certification included? Yes No N/A
7. Is the project located in a Historic District? Yes No
8. Is the project located in a Presidentially Declared Disaster Area? Yes No
9. Is the project a Brownfield Activity? Yes No
10. Did the local government provide the assistance (to the beneficiaries) in the form of a loan or a grant? Grant Loan Deferred, forgivable loan
11. If a loan, indicate: Interest Rate: % Monthly Loan Amount: \$ Amortization Period in Months:
12. List all other funds, along with the source, used to support the activities funded with this grant:

	Source	Amount
Local Funds (i.e., General Revenue)	0	\$0
Grant(s)	0	\$0
Private Funds (i.e., Participating Party, etc.)	0	\$0
Loan(s)	0	\$0
Other, including Program Income (Specify) 0	0	\$0
13. Will the project result in program income? *Program income earned as a result of Small Cities CDBG and Disaster Recovery grants, but not expended before closeout must be returned to DEO. Make check payable to the Department of Economic Opportunity - CDBG Program and include it with the Closeout.* Yes No
 - If program income has already resulted, indicate amount: \$na
 - Indicate amount of program income that has been expended to date: \$na
14. Does the local government have CDBG funds on hand? If yes, you cannot close the contract. Yes If yes: \$ No
15. Has a final Request for Funds been submitted? If not, you cannot close the contract. Yes No

Section II. Public Services, Public Facility and Infrastructure

(To be completed by Commercial Revitalization, Disaster Recovery and Neighborhood Revitalization grant recipients. If water/sewer hookups were provided, please complete Section IV.)

1. Service (Housing Counseling, etc.)	
a. Number of persons with new access to this service or benefit	
b. Number of persons with improved access to this service or benefit	
c. Number of persons now receiving a service or benefit that is no longer substandard	
2. Public Facility or Infrastructure Improvement (i.e., Water and Sewer Facilities, Drainage, Street Paving)	
a. Number of persons with new access to this type of public facility or infrastructure improvement	
b. Number of persons with improved access to this type of public facility or infrastructure improvement	
c. Number of persons served by public facility or infrastructure that is no longer substandard	366

Section V. STATUS OF ACCOMPLISHMENTS AND EXPENDITURES (Use additional pages if necessary)

National Objective 1-L/M 2-Urgent Need 3-Slum & Blight	(A) Activity #	(B) Activity Name	(C) IDIS # (for Small Cities CDBG)	(D) CDBG Accomplishments		(E) Current Approved CDBG Budget	(F) CDBG Funds Received To Date	(G) Other Leverage Funds Expended
				Contracted	To Date			
1	03J	Fire Hydrants		25 FH	25 FH	\$196,355.00	\$ 196,355.00	\$0
1	17B	Water Lines		4995 LF	4995 LF	\$412,373.00	\$393,371.75	\$0
1	03L	Sidewalks		932 LF	932 LF	\$64,684.00	\$63,104.28	\$0
1	21A	Administration		na	na	\$46,000.00	\$45,129.88	\$0
1	03J	Engineering		na	na	\$30,588.00	\$30,588.00	\$0
						\$	\$	\$
						\$	\$	\$
TOTALS						750,000.00	\$728,548.91	\$0
J. Total CDBG Approved Budget:						Total of Column (E)	\$750,000.00	
K. Total CDBG Funds Received To Date:						Total of Column (F)	\$728,548.91	
L. Refund Due to DEO:						If Line (K) is greater than Line (J) indicate the difference	\$0	
M. Amount to be Deobligated:						If Line (K) is less than Line (J) indicate the difference	\$21,451.09	

Section VI. BENEFICIARY DATA - Do not enter Administration or Engineering. Beneficiaries of housing units are measured in households (HH), not number of people living in household.

RACE	For Housing Grants Only - Enter Summary Information from Page 6		Activity #		Activity #		Activity #		Activity #	
	# Owner Occupied	# Renter Occupied	Total	# of Hispanic Ethnicity	Total	# of Hispanic Ethnicity	Total	# of Hispanic Ethnicity	Total	# of Hispanic Ethnicity
White	46		46	8	14	0	0	0	0	
African American	308		308	0	74	0	12	0		
Asian	0		0	0	0	0	0	0		
American Indian or Alaskan Native	4		4	0	0	0	0	0		
Native Hawaiian Pacific Islander	0		0	0	0	0	0	0		
American Indian or Alaskan Native and White	0		0	0	0	0	0	0		
Asian and White	0		0	0	0	0	0	0		
African American and White	0		0	0	0	0	0	0		
American Indian/Alaskan Native and African American	0		0	0	0	0	0	0		
Other Multi-racial	0		0	0	0	0	0	0		
Total Beneficiaries Proposed			031 (FH) 358		178 (water lines) 88		031 (sidewalks) 12			
Total Beneficiaries Actual			358		88		12			
LMI Beneficiaries Proposed			306		71		9			
LMI Beneficiaries Actual			306		71		9			
VLI Beneficiaries Proposed			194		38		2			
VLI Beneficiaries Actual			194		38		2			
Female			183		45		7			
Disabled			26		6		1			
Female Head of HH			22		12		3			
Elderly			51		15		3			



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

September 10, 2012

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Viayard Jr.
Secretary

Will Smith, Utilities Superintendent
City of Brooksville
600 S. Brooksville Avenue
Brooksville, FL 34601
wsmith@ci.brooksville.fl.us

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

Dear Mr. Smith:

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

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

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

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

Sincerely,

Serge Kiyali, E.I.
Engineering Specialist
Water Facilities

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

www.dep.state.fl.us

City of Brooksville CDBG-NR Closeout Narrative (Grant #11DB-C5-05-37-02-N11)

The City of Brooksville was awarded \$750,000 that was used to upgrade fire protection capability in areas that do not meet current day standards. This included the installation of fire hydrants on existing, adequate sized water lines and the installation of new water lines and hydrants in areas that did not have adequately sized lines to support fire hydrant flows. There was also the rehabilitation and replacement of some existing fire hydrants that were due for rehabilitation/replacement. The project also involved the replacement of old small diameter galvanized lines in one area with the installation of larger PVC water lines. After these met needs activities were accomplished, the City had just over \$60,000 left over that was used to construct a future need sidewalk on MLK Blvd. that connected the S. Brooksville Avenue neighborhood to the local community center. The final grant amount spent by the City for this project was \$728,548.91. A detailed description of each project area is shown below:

Met Needs - Water Supply & Fire Protection Improvements

Service Area M-1 (Wood Drive Area) – Met Need Fire Hydrants

- Installation of new fire hydrants and replaced /rehabilitated fire hydrant on Wood Drive and within the Tanglewood housing complex.

Service Area M-2 (Shady Oaks Apartments (Rural Development Housing) – Met Need Fire Hydrant

- Repair/Replace existing hydrant that is due for rehabilitation/replacement

Service Area M-3 (Julian Apartments and vicinity) – Met Need Fire Hydrants

- Install/replace fire hydrants

Service Area M-4 (Hazel Avenue) – Met Need Water Line and Fire Hydrants

- Installation of water lines to replace underside lines and install new or replace fire hydrants on Hazel Avenue.

Service Area M-5 (Duke Street Area) – Met Need Water Lines and Fire Hydrants

- Installation of new water lines to replace under sized lines on Duke St and Ellington Avenue and installation of new fire hydrants appropriately spaced.

Service Area M-6 (Harar, Asmara and Dire Dawa Streets) – Met Need Fire Hydrants

- Repair/Replace existing hydrants that are due for rehabilitation/replacement and add new fire hydrants

Service Area M-7 (ACL Avenue and Rail Road Place) - - Met Need Water Line and Fire Hydrants

- Installation of new water line to replace undersize lines on ACL Avenue and Rail Road Place and installation of new fire hydrants appropriately spaced therein.

Service Area M-8 (Crawford, Union and Bacon Streets) – Future Need Water Line and Fire Hydrants

- Installation of new water lines on Union, Bacon, Crawford and Asmara Streets to replace undersize lanes and installation of new fire hydrants.

Future Needs -- Sidewalk

Service Area F-4 (South Brooksville Avenue) - Future Need Sidewalk

- Installation of a new sidewalk along S. Brooksville Avenue, connecting the existing sidewalk on S. Brooksville Avenue to the existing sidewalk on M.L. King, Jr. Blvd.

Final Project Budget

Activity	CDBG	Accomplishments	Leveraged Funds	Other Funds	Total Project Cost
Fire Hydrants	\$196,355.00	25 FH	0	0	\$196,355.00
Water Lines	\$393,371.75	4,995 LF	0	0	\$393,371.75
Sidewalks	\$63,104.28	932 LF	0	0	\$63,104.28
Engineering	\$30,588.00		0	0	\$30,588.00
Grant Administration	\$45,129.88		0	0	\$45,129.88
Total	\$728,548.91		0	0	\$728,548.91

Section VIII. CLOSEOUT APPROVAL

I certify that, to the best of my knowledge, all activities undertaken by the local government with funds under this grant agreement have been carried out in accordance with the grant agreement, that proper provision has been made for the payment of all paid costs identified; that the State of Florida is under no obligation to make further payment to the local government under the grant agreement in excess of the amount identified on Line J of the STATUS OF ACCOMPLISHMENTS AND EXPENDITURES form submitted with this closeout report; that every statement and amount set forth in this instrument is true and correct as of this date; that all required audits as of this date have been submitted and approved; and I acknowledge that DEO reserves the right to recover any disallowed costs identified in an audit completed after this closeout.

Chief Elected Official or Authorized Designee

Lara Bradburn
Signature

Lara Bradburn, Mayor, City of Brooksville
Name and Title

7-9-13
Date

For DEO use only:

Approval of this Closeout Package authorizes the deobligation of unexpended CDBG contract funds in the amount of \$_____.

Division of Community Development

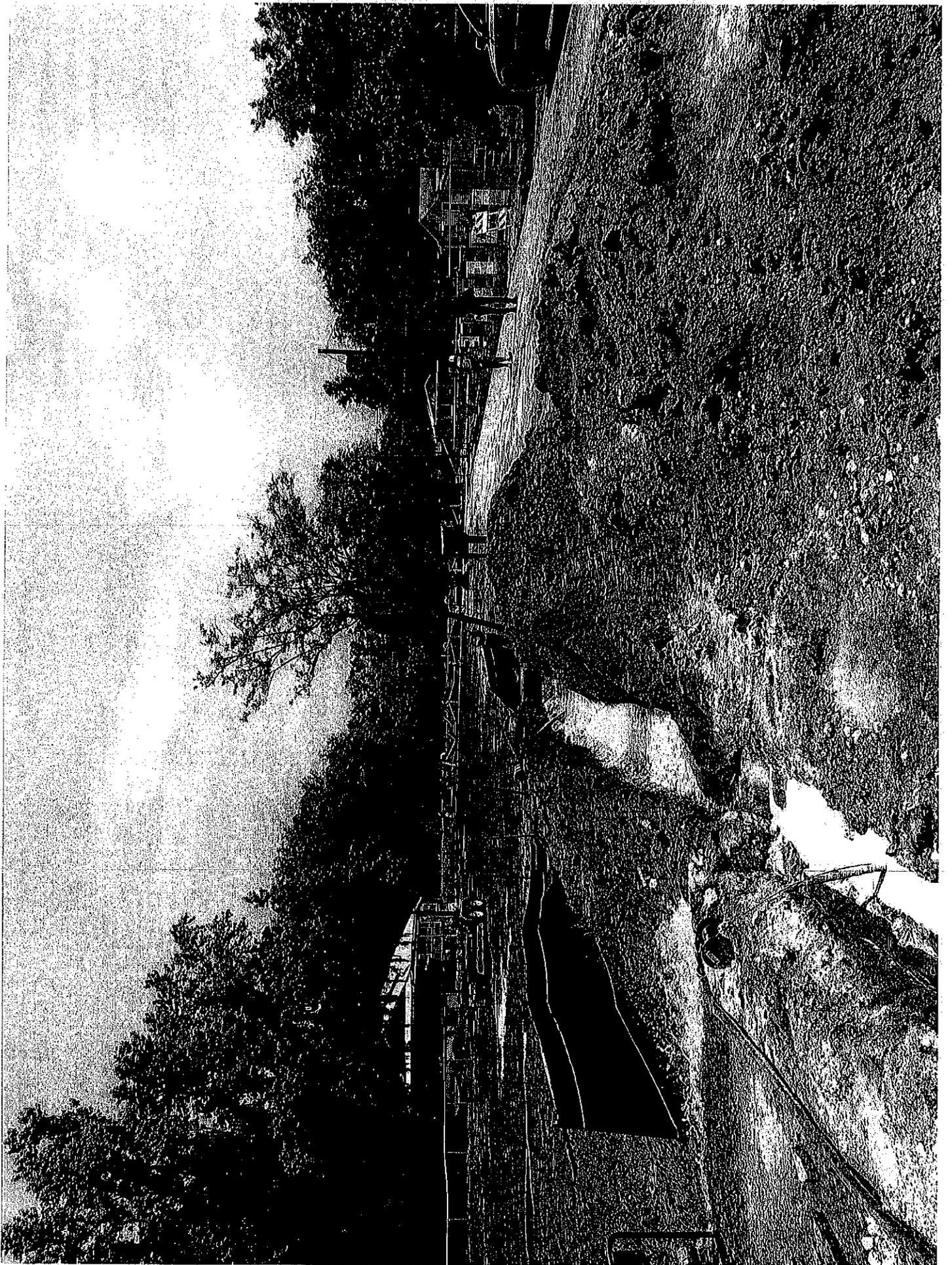
Name and Title

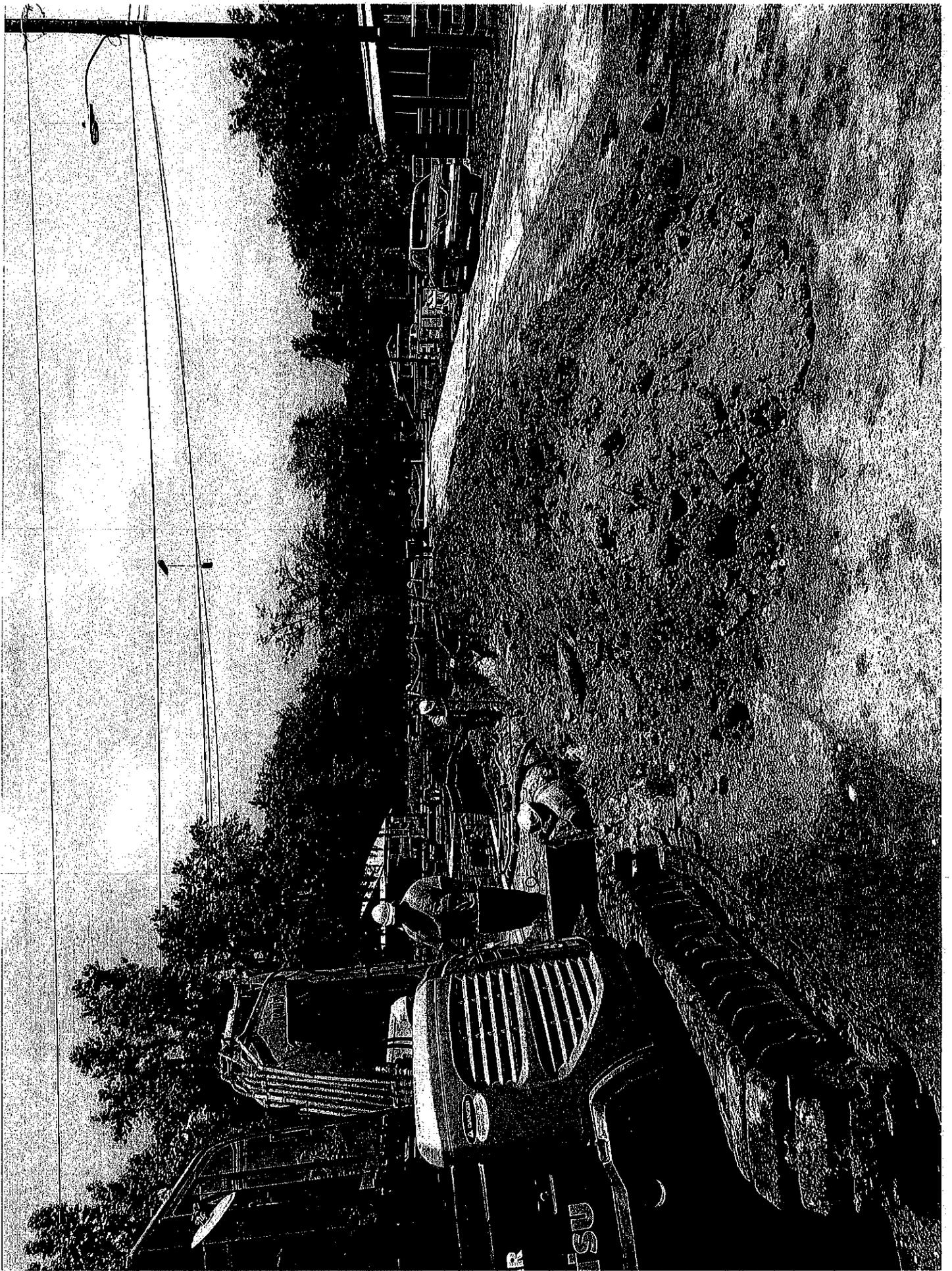
Date

DEO Finance and Accounting Section

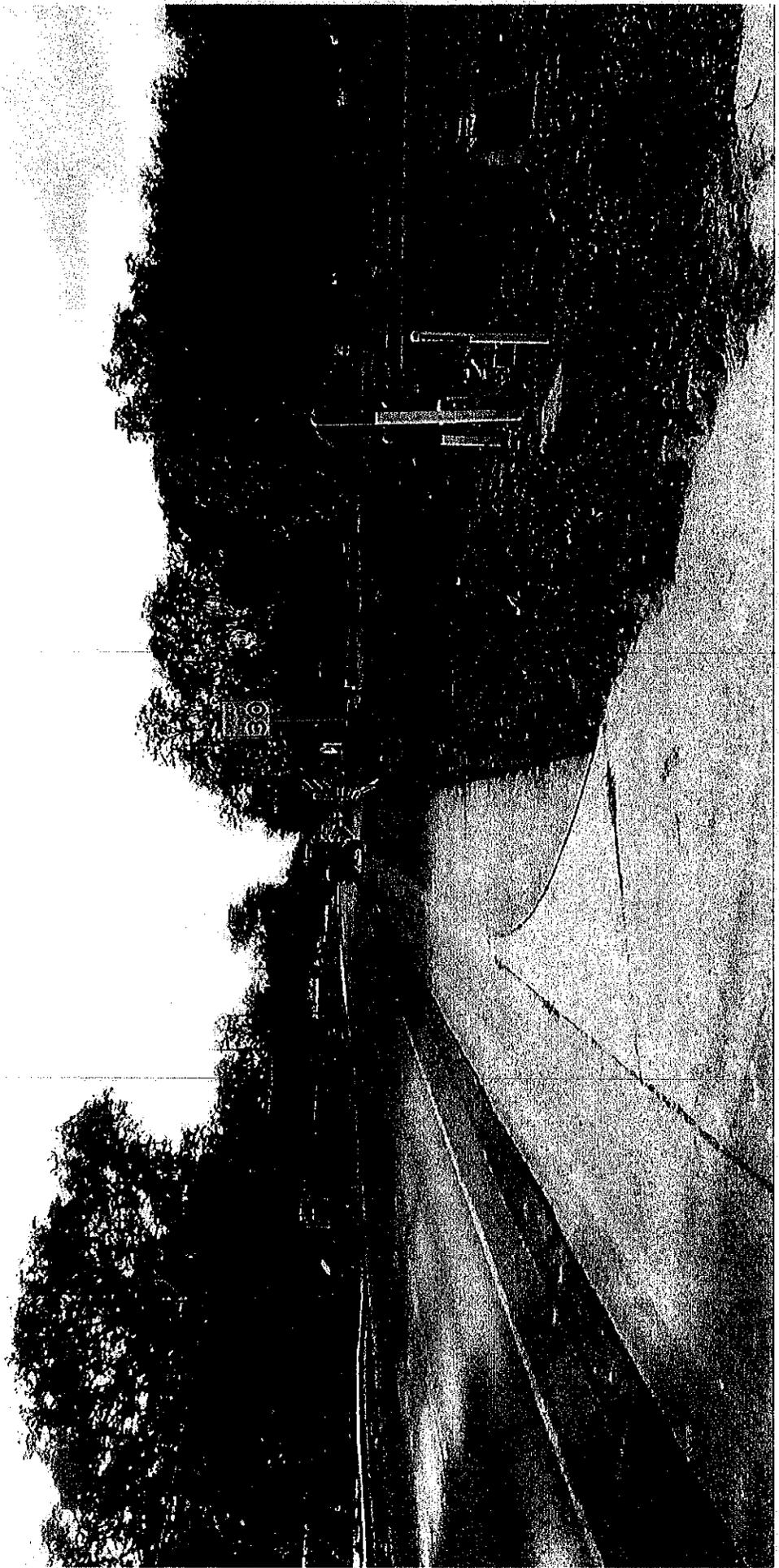
Name and Title

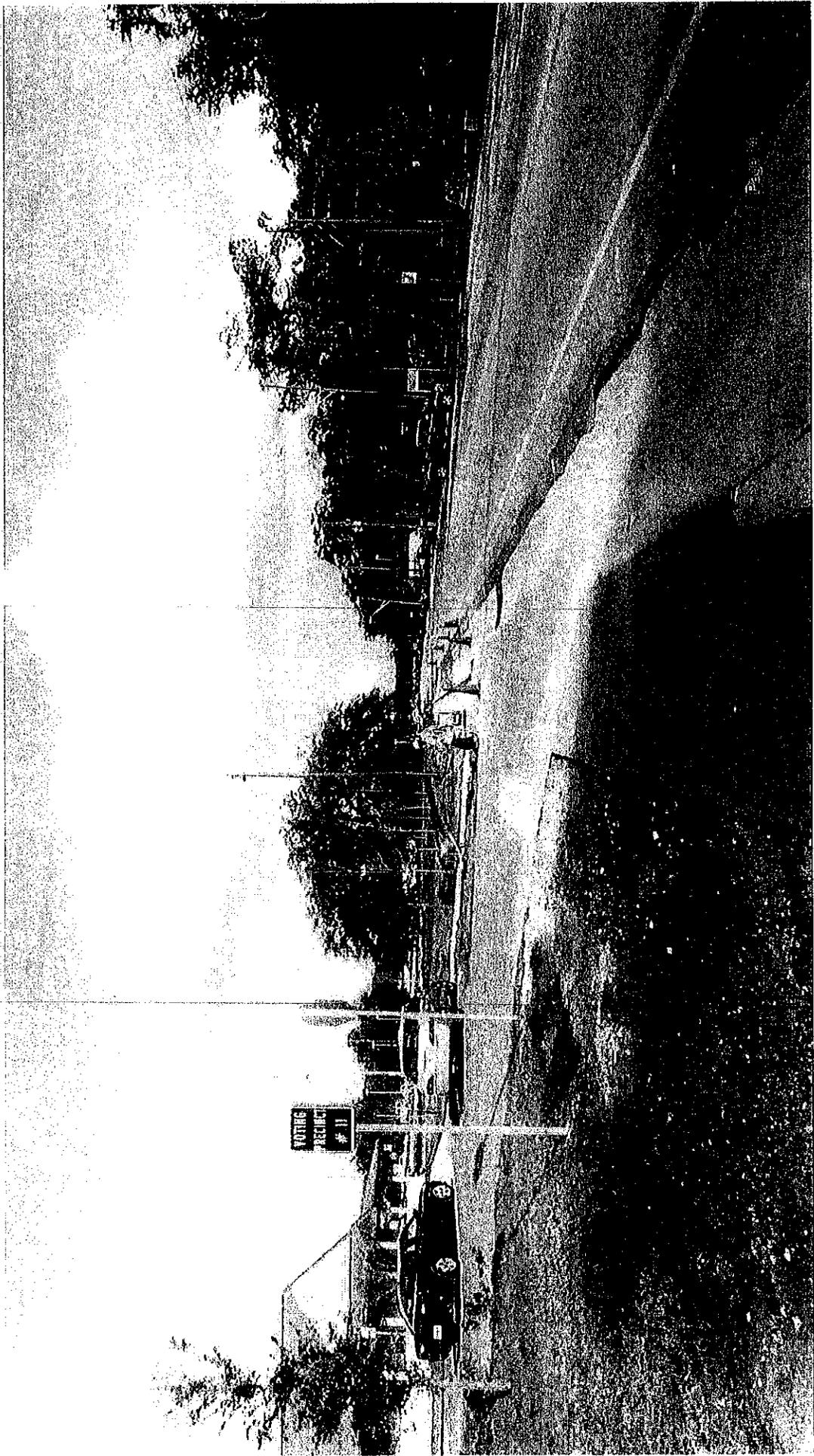
Date





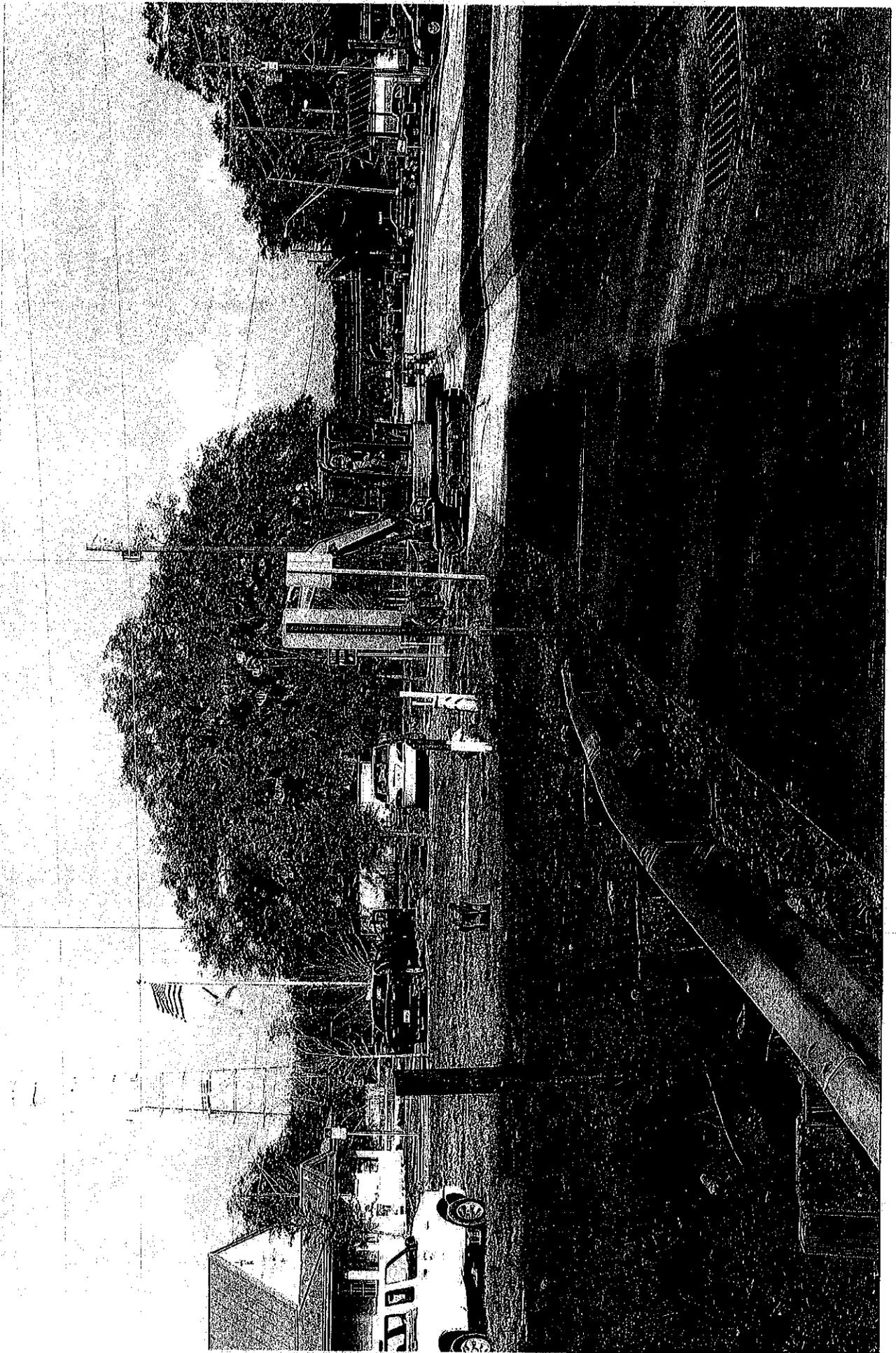


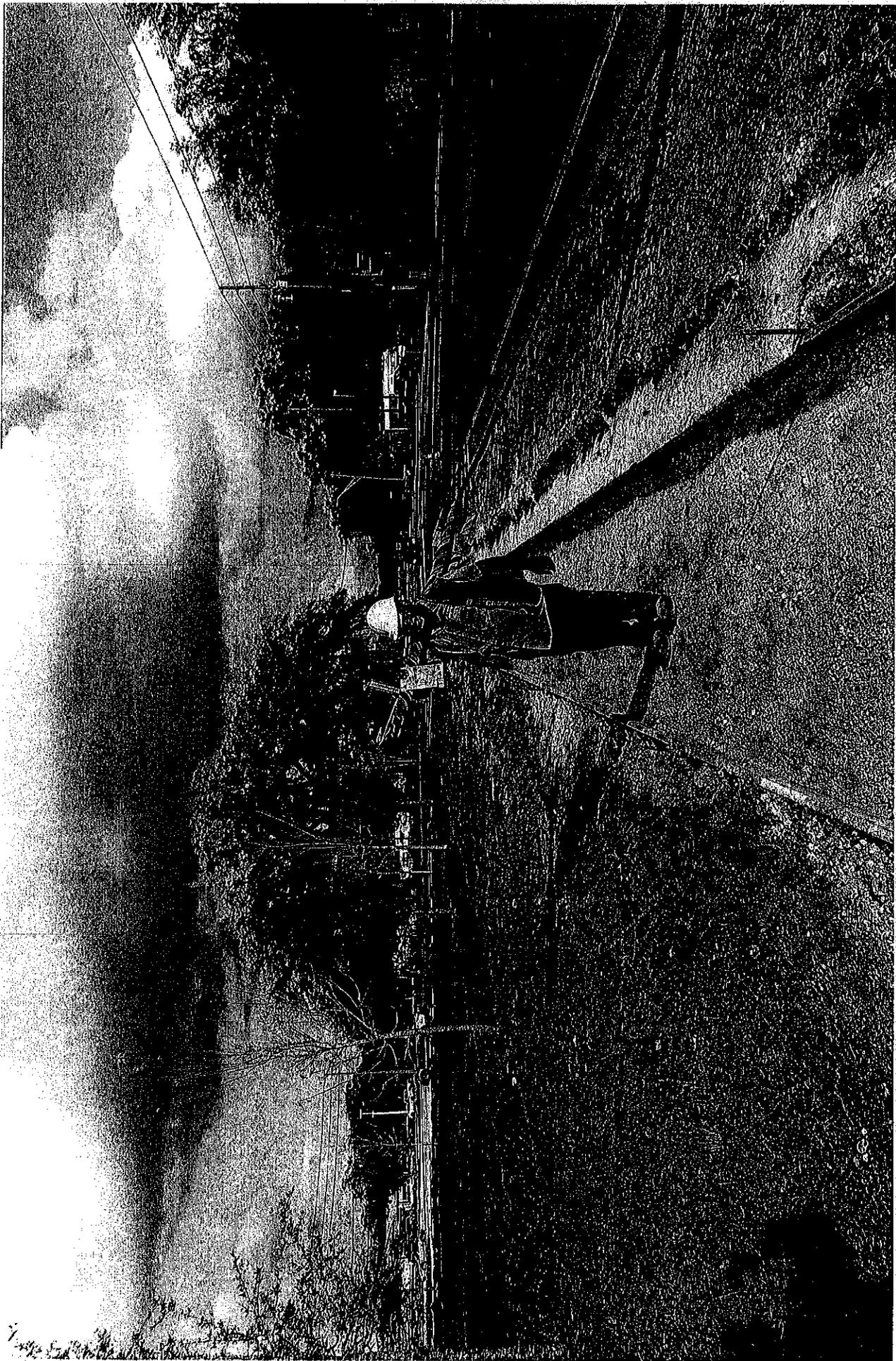


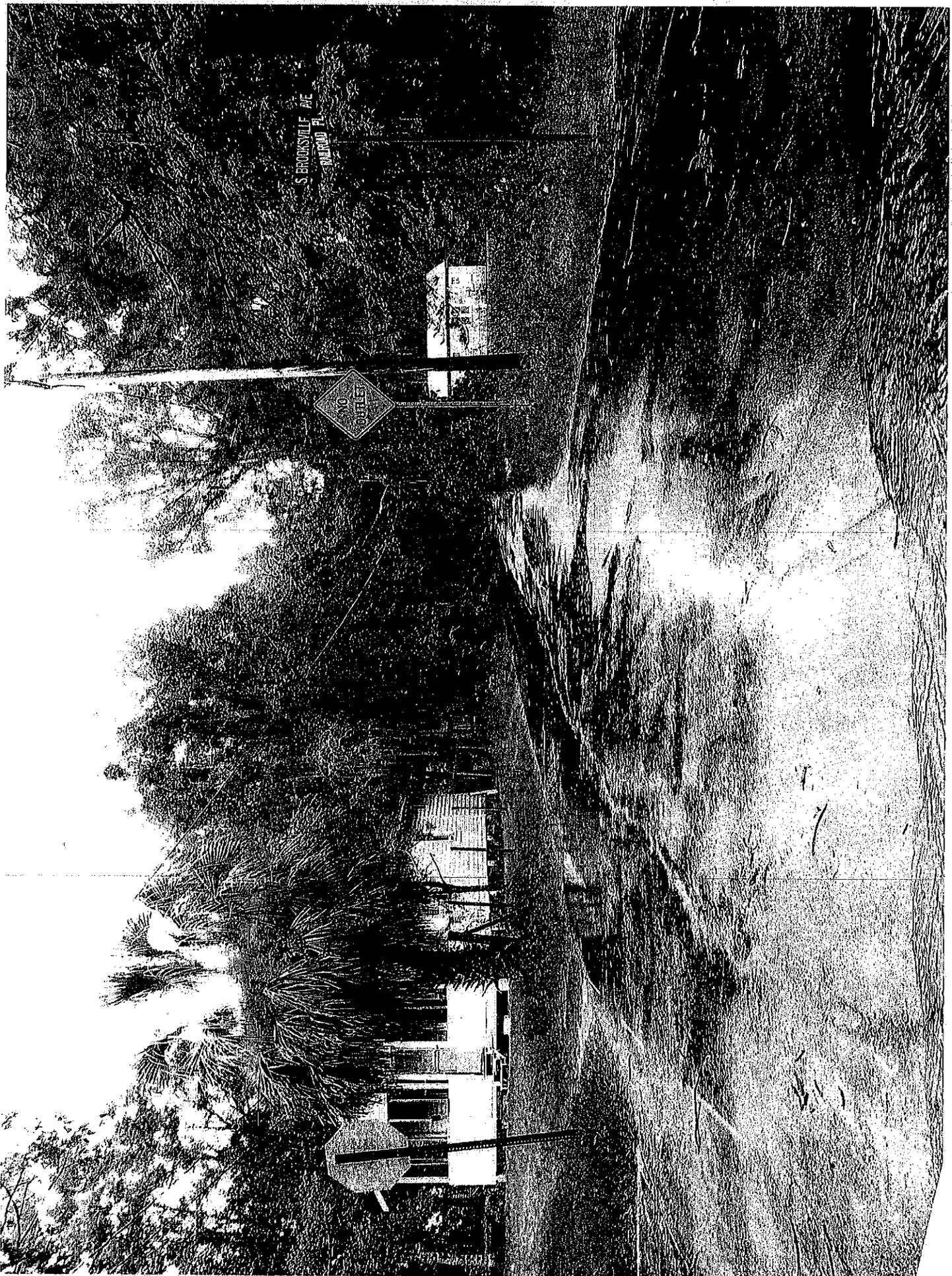


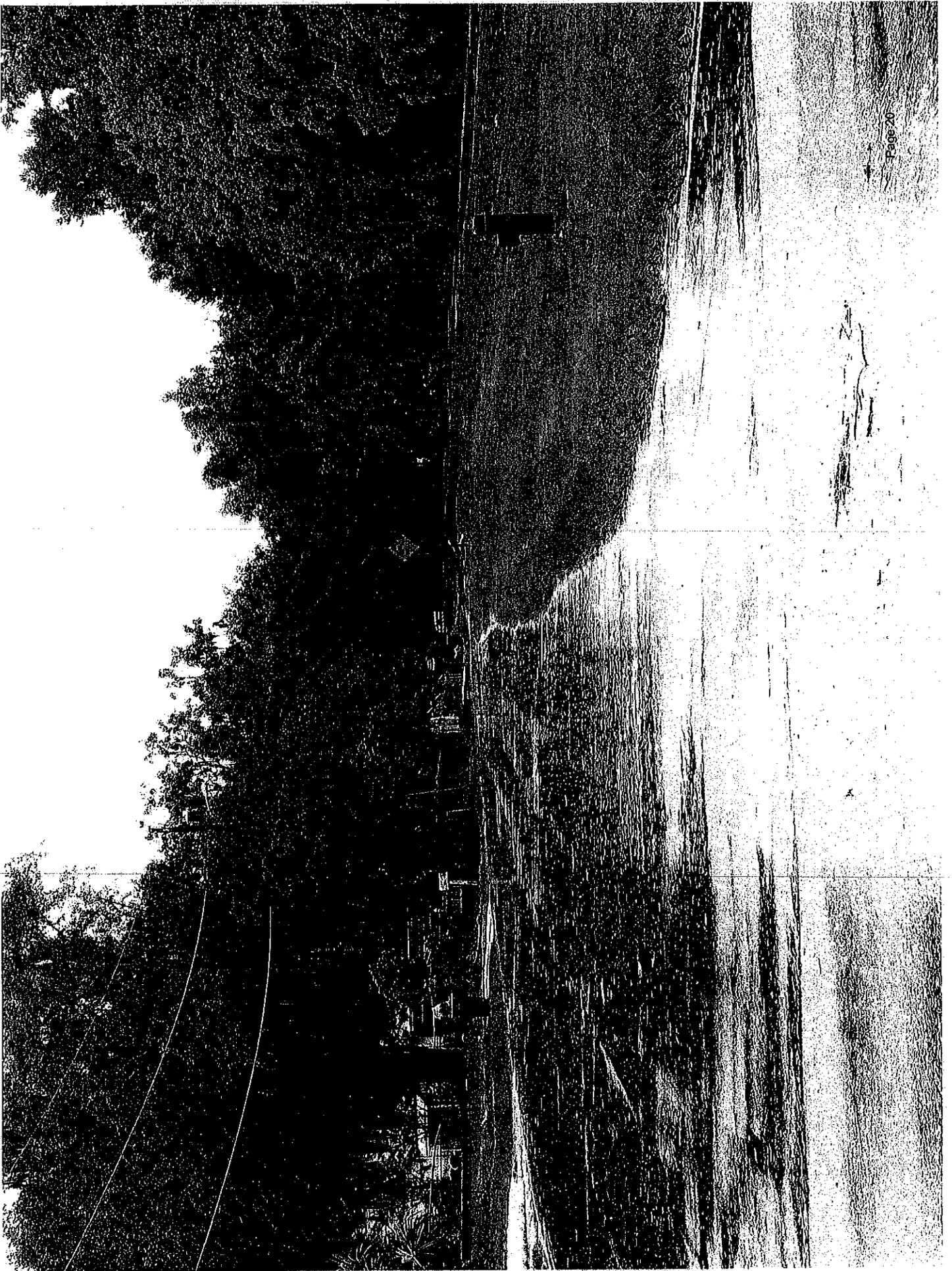






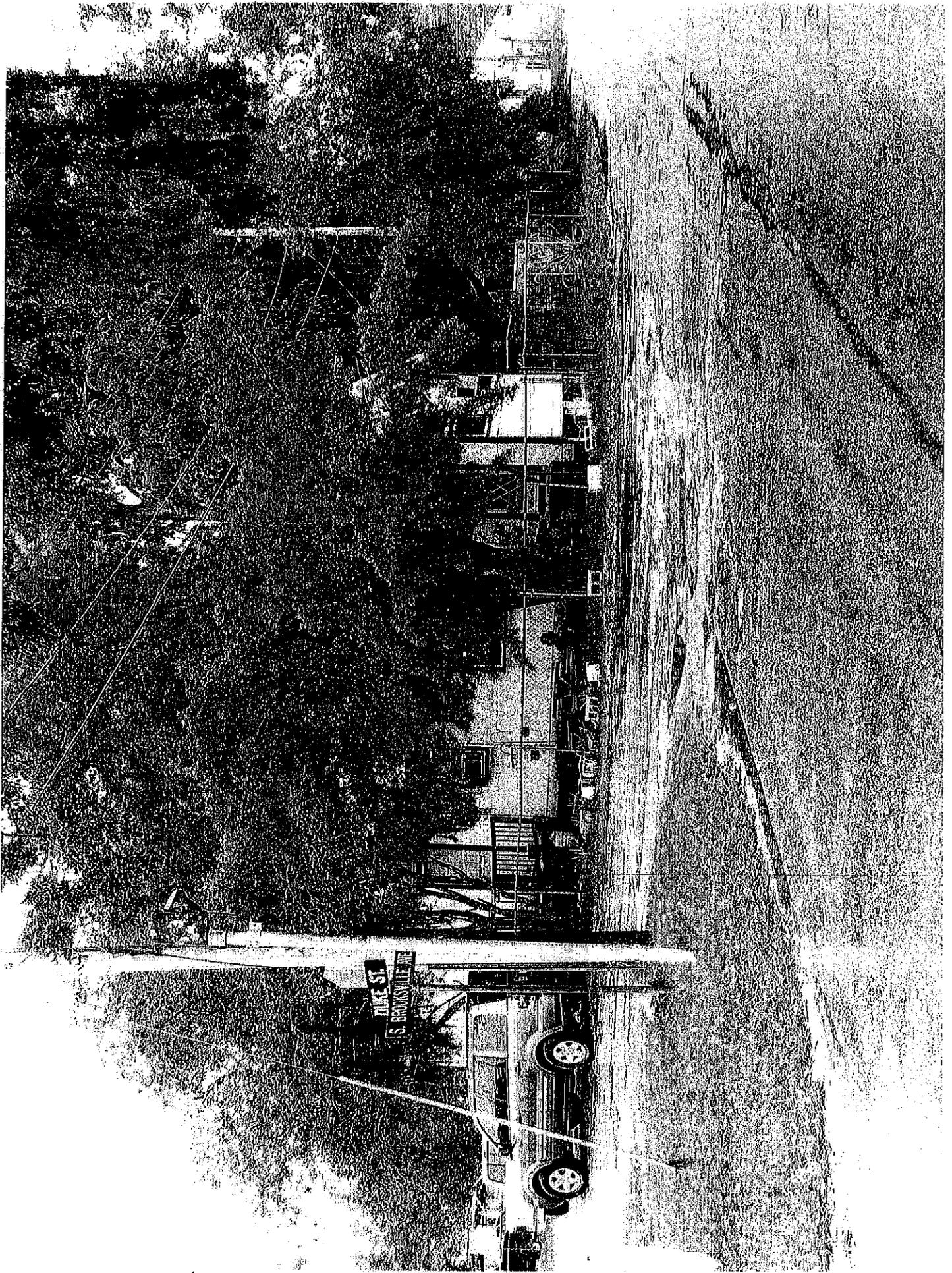


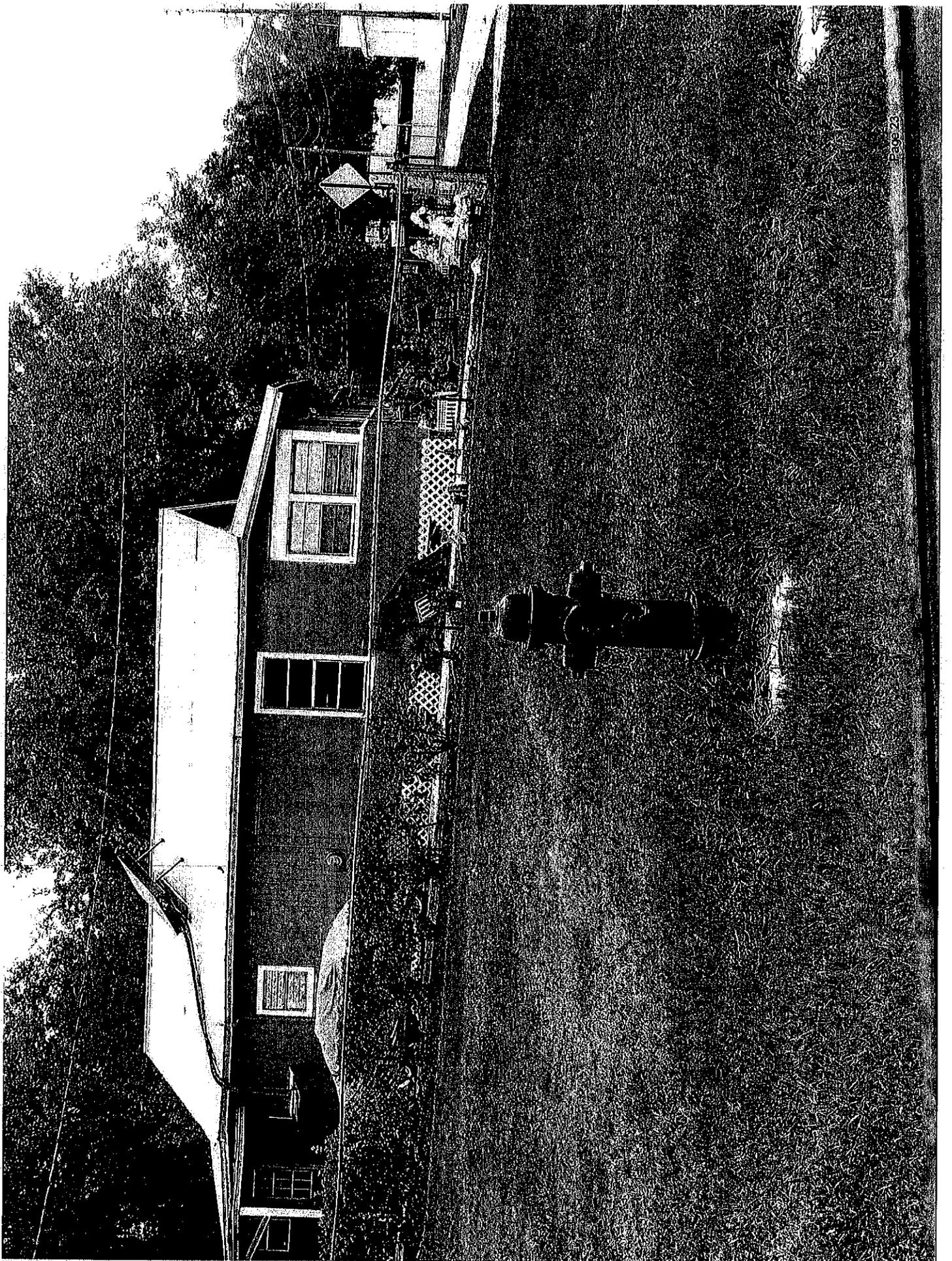


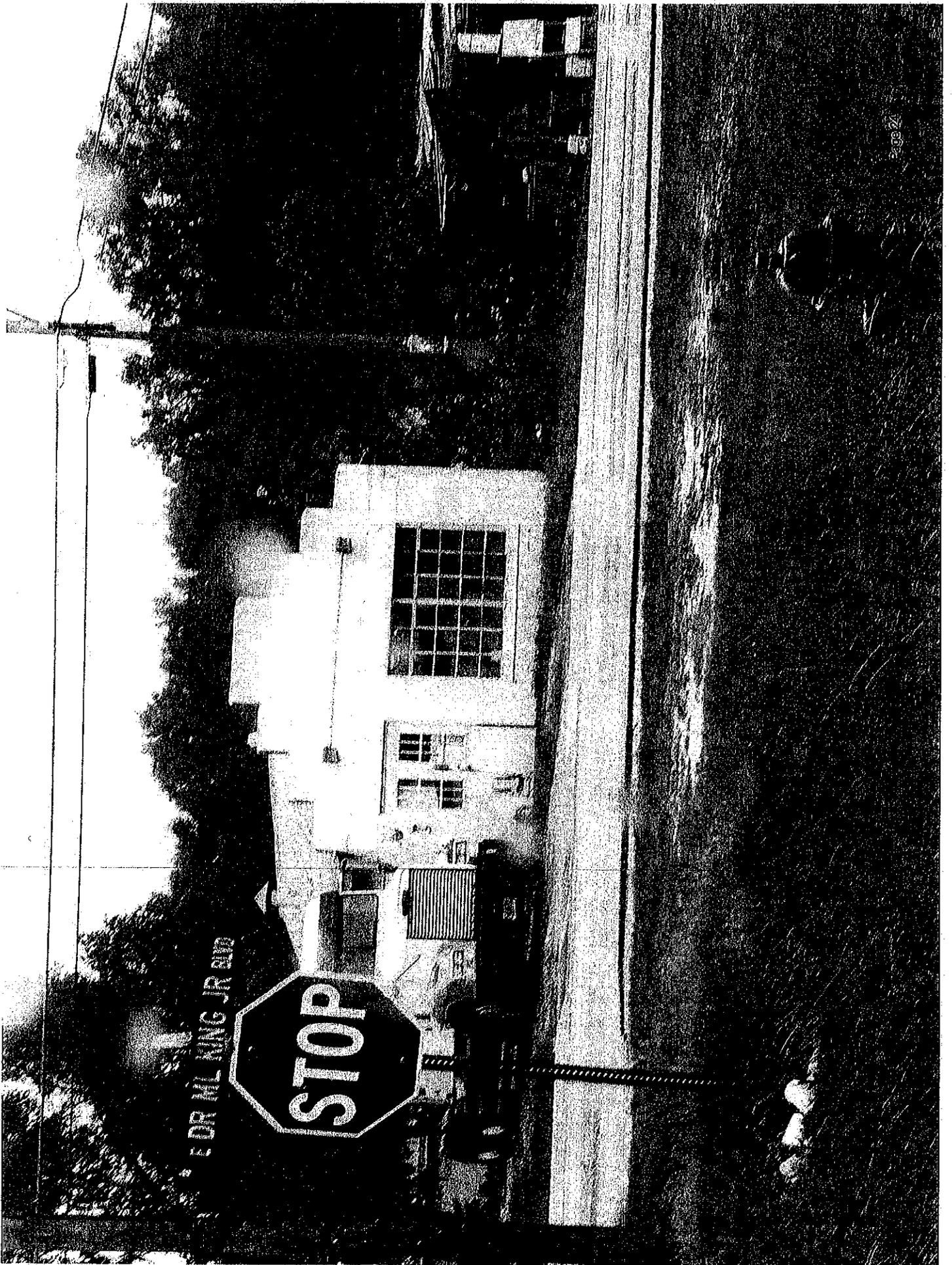


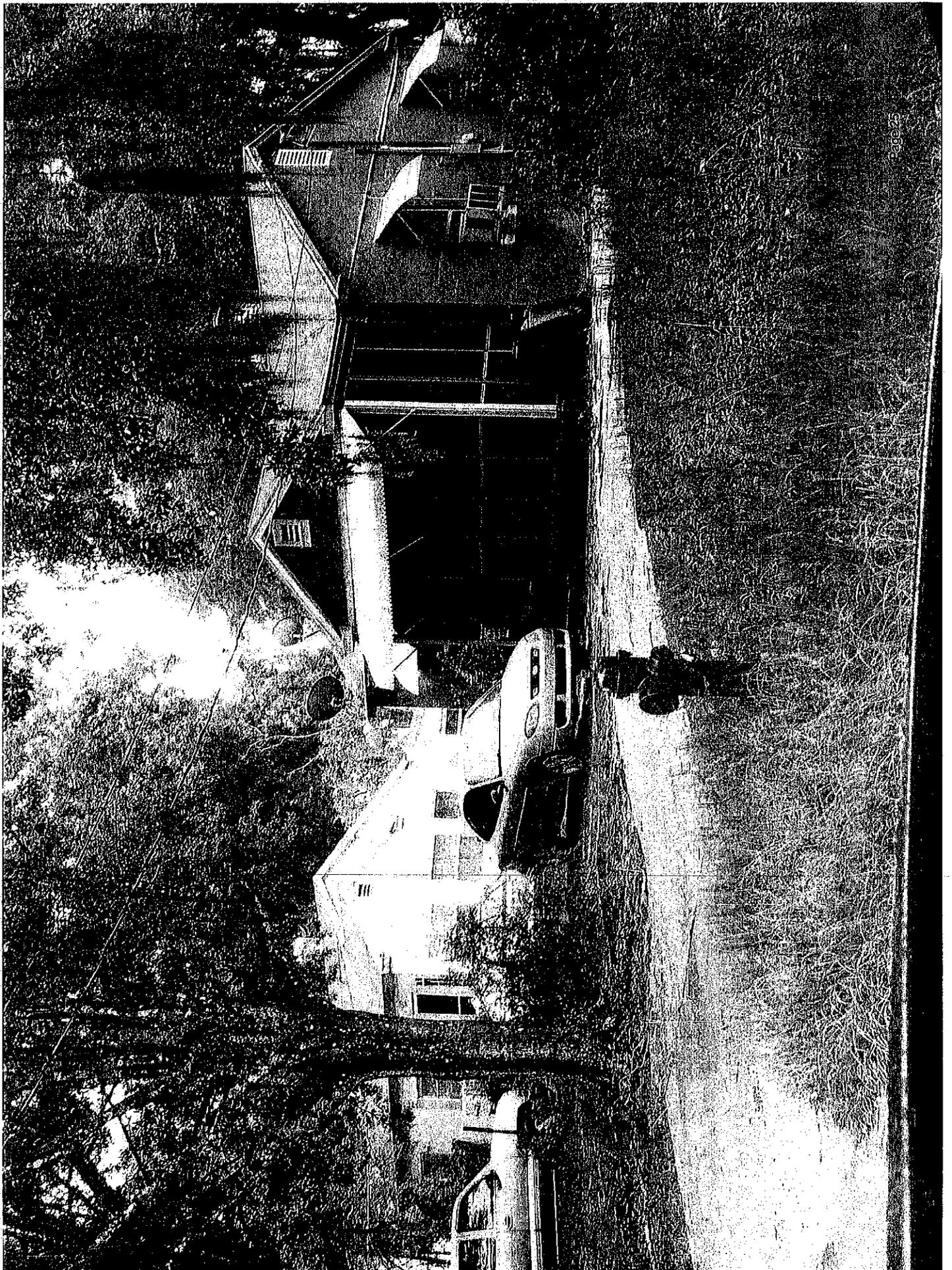
1-3009-20











3863

Engineer's Certification of Completion

TO: City of Brooksville

FROM: Coastal Engineering Associates, Inc.

DATE: July 8, 2013

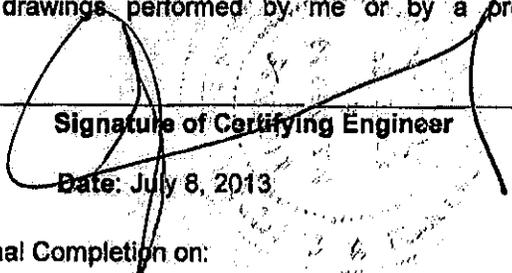
RE: City of Brooksville CDBG Grant Number #11DB-C5-05-37-02-N11
CDBG Funded Water Lines, Fire Hydrants and Sidewalks

I, the undersigned professional engineer registered in Florida and Engineer of Record for the referenced project, certify that:

- The project has been constructed in accordance with the construction permit(s), owner's directives, and approved construction plans and specifications, and
- Record drawings for the project adequately reflect the as-built condition of the completed work.

This certification is based upon on-site observation of construction conducted by me or by a project representative under my direct supervision and, if applicable, upon a review of shop drawings, test results/records, and record drawings performed by me or by a project representative.

Clifford E. Manuel, Jr., P.E.
Printed Name of Certifying Engineer


Signature of Certifying Engineer

Engineer's Registration Number: 36834

Date: July 8, 2013

The Contractor Accepts this Certificate of Final Completion on:

Date: 7-8-13

Contractor: B.R.W. CONTRACTING, INC.
(Printed Name of Contractor)

By: Shyllis K. Blaskovich, Sr.
(Signature of Contractor's Representative)

The Owner (City of Brooksville) Accepts this Certificate of Final Completion on:

Date: July 8, 2013

Owner: T. Jennene Norman-Vacha
(Printed Name of Owner's Representative)

By: Jennene Norman-Vacha
(Signature of Owner's Representative)

RESOLUTION NO.: 2013-115

A RESOLUTION FORMALLY ASKING THE CITY OF BROOKSVILLE TO REMOVE TWO RED LIGHT CAMERAS LOCATED AT COBB ROAD AND JEFFERSON STREET; AND US 41 AND WISCON ROAD, PURSUANT TO FLA. STAT. § 125.

WHEREAS, pursuant to due authorization, the Hernando County Board of County Commissioners has repeatedly stated on the record that the City of Brooksville should remove the red light cameras pointed at the County maintained right-of-ways at Cobb Road and Jefferson Street; and US 41 and Wiscon Road.

WHEREAS, the Board is memorializing a resolution based on said repeated statements to remove the red light cameras pointed at the County maintained right-of-ways at Cobb Road and Jefferson Street; and US 41 and Wiscon Road.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

The removal of said red light cameras by the City of Brooksville, in the judgment of the Hernando County Board of County Commissioners, are necessary, practical and in the best interest of the citizens of Hernando County and the State of Florida.

BE IT FURTHER RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS:

That it is necessary and practical for the tourism industry and related businesses in Hernando County to not have red light cameras.

That it is necessary and practical for people with financial hardships who drive in Hernando County to not have red light cameras.

ADOPTED in Regular Session on the 23rd day of July, 2013 A.D.



Attest
Donald C. Barbee, Jr.
Clerk of the Circuit Court

CERTIFIED TO BE A TRUE COPY
DON BARBEE, JR.
CLERK OF COURTS



BY: Sherry L. Cron D.C.

THIS 23rd DAY OF July 2013

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

By: David D. Russell, Jr.
David D. Russell, Jr.
Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: [Signature]
County Attorney's Office

Handwritten: CTN
08.19.13
[Signature]



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

On the World Wide Web at WaterMatters.org

08-03-13 A11:04 IN

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 U.S. 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

H. Paul Senft, Jr.
Chair, Polk

Douglas B. Tharp
Vice Chair, Sumter

Albert G. Joerger
Secretary, Sarasota

Jeffrey M. Adams
Treasurer, Pinellas

Todd Pressman
Former Chair, Pinellas

Michael A. Babb
Hillsborough

Carlos Beruff
Manatee

Jennifer E. Closshey
Hillsborough

Wendy Griffin
Hillsborough

Randall S. Maggard
Pasco

George W. Mann
Polk

Vacant
DeSoto, Hardee or Highlands

Vacant
Hernando or Marion

Blake C. Guillory
Executive Director

August 6, 2013

SUBJECT: Return to Year-Round Water Conservation Measures

Dear Local Government Official:

In response to improving water resource and water supply conditions, the Governing Board of the Southwest Florida Water Management District voted to let its remaining Water Shortage Orders expire, effective July 31, 2013.

In Hillsborough, Pasco and Pinellas counties, Water Shortage Order No. SWF 2013-006 (the "Phase III" Order) had implemented once-per-week lawn watering, other stringent water use restrictions, a prohibition on homeowner associations forcing people to use more water, and specific local restriction enforcement requirements (such as the need to issue citations instead of routinely issuing warnings). All other counties, and also water uses in the tri-county area not specifically addressed in the Phase III Order, have been subject to Water Shortage Order No. SWF 2010-022 (the "Phase I" Order) since December 2010. A Phase I Order stresses the need to follow twice-per-week lawn watering and other specific Year-Round Measures, and also requires monthly reporting of warning and citation data by water utilities or their designated local enforcement agencies.

What does expiration of both Water Shortage Orders mean? In the Phase III counties, citizens may return to following the Year-Round Measures (including twice-per-week lawn watering, unless a different or more stringent local ordinance applies). In the Phase I counties, citizens should already be following the Year-Round Measures (or local ordinance). In both areas, local governments may cease Order-required local enforcement activity, since the Year-Round Measures only require that water utilities or their designated local enforcement agencies respond to address-specific District requests for enforcement assistance.

If you have any questions, please contact the Government Affairs Program Manager for your area or contact the District's Water Shortage hotline (send e-mail to Water.Restrictions@WaterMatters.Org or call 1-800-848-0499).

Sincerely,

Blake C. Guillory, P.E.
Executive Director

CTN
08-19-13
cc: Bill Gerger
JH