

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

AGENDA

December 2, 2013

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. SELECTION OF OFFICERS

1. Selection of Mayor
2. Selection of Vice Mayor

Attachment: Charter Section 2.03

D. CITIZEN INPUT

E. CONSENT AGENDA

1. 2013 Edward Byrne Memorial Justice Assistance Grant Direct (JAG)
Consideration of acceptance of grant in the amount of \$3,184 and authorize the Mayor to sign the Certificate of Acceptance and related documents.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Memo from Police Chief dated
12/02/13, FDLE Award Letter dated
10/30/13

F. REGULAR AGENDA

1. Resolution No. 2013-15 - US & State Highway Designations Through Brooksville
Resolution in support of the conceptual plan to establish alternate U.S./State highway traffic routes outside of the City of Brooksville's central business district that would allow for the conversion of the current one-way road network back to a two-way thoroughfare system that will safely accommodate and promote a viable, vibrant walkable downtown.

Presentation: Cliff Manuel, Brooksville Vision
Foundation Chairman/President
Attachment: Proclamation, Map

REGULAR COUNCIL MEETING – December 2, 2013

2. **Gabriel Roeder Smith (GRS) Actuarial Services Agreement & Task Orders**

Consideration of agreement and task orders with GRS for Actuarial Service.

Presentation: Assistant Finance Director
Recommendation: Approval or Direction to Staff
Attachments: Memo from Assistant Director of Finance dated 11/26/13, Agreement, Task Orders 1 & 2, E-Mail from City of Weeki Wachee dated 11/13/13

3. **Withlacoochee Regional Planning Council (WRPC) Board**

Consideration of Council appointment to the WRPC Board for a term beginning December 13, 2012 through December 11, 2013.

Presentation: City Clerk
Recommendation: Appoint Member
Attachments: Memo from City Clerk dated 11/20/12, Letter from WRPC Executive Director dated 11/05/12

4. **Beautification Board Appointment**

Consideration of student representative to fill a 1-year term of office (per Policy 4-2008) through September 17, 2014.

Presentation: City Clerk
Recommendation: Approval of Appointment
Attachments: Memo from City Clerk dated 12/02/13; Application

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.

Sec. 2.03. - Mayor; vice-mayor.

The council shall elect from among its members a mayor and a vice-mayor. Election of the mayor and vice-mayor shall be done annually at the first regular council meeting in December of each year. The mayor shall preside at meetings of the council, shall be recognized as head of city government for all ceremonial purposes, by the governor for purposes of military law, for service of process, execution of contracts, deeds and other documents, and as the city official designated to represent the city in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein. The vice-mayor shall act as mayor during the absence or disability of the mayor.

(Ord. No. 287-C, § 1, 8-17-1998)



AGENDA ITEM NO. E-1
12/2/13

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: GEORGE TURNER, POLICE CHIEF
SUBJECT: 2013 EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT DIRECT
DATE: NOVEMBER 22, 2013

GENERAL SUMMARY/BACKGROUND: The Brooksville Police Department has been awarded the 2013 Edward Byrne Memorial Justice Assistance Grant Direct in the amount of \$ 3,184.00. These grant funds are specifically for the purpose of reducing crime and improving public safety. The Police Department has submitted a project entitled "AXON CAMERA PROGRAM" to the Florida Department of Law Enforcement, Office of Criminal Justice Grants, for use of these funds.

BUDGET IMPACT: This grant will provide \$3,184 for use of Police equipment. The grant does not require matching City funds. See attached budget amendment.

LEGAL REVIEW: The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services to include matters of fiscal impact and acceptance of grant funds.

STAFF RECOMMENDATION: Staff recommends that the City Council accept the 2013 Edward Byrne Memorial Justice Grant Direct, in the amount of \$3,184 to be use to purchase equipment within the Axon Camera Program and authorize the signature of the Mayor or designee on the required application, and subsequent Certificate of Acceptance and any other required documents for the grant.

Attachments: FDLE notification of award letter dated October 30, 2013.
FY 2014 City Budget Amendment



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

October 30, 2013

The Honorable Lara Bradburn
Mayor
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Re: Federal Fiscal Year (FFY) 2013 Edward Byrne Memorial Justice Assistance Grant (JAG)
Program – Florida JAG Direct

Dear Mayor Bradburn:

The Florida Department of Law Enforcement (FDLE) has received an award from the United States Department of Justice (USDOJ) for FFY 2013 JAG funds. These grant funds are distributed to units of local government based on local crime statistics reported to FDLE.

FDLE has allocated \$ 3,184.00 from this award for use by your agency, in accordance with the Florida JAG Direct distribution provision of Chapter 11D-9, Florida Administrative Code. Please note these funds require quarterly performance reporting along with monthly or quarterly expenditure reporting. Specific program requirements for these JAG funds and general instructions regarding the application process and a list of federal purpose areas can be found at <http://www.fdle.state.fl.us/Content/grants/jagd.aspx>. Applications that do not comply with the instructions or do not include all required information will be returned for inclusion of the missing information or will have a special condition withholding funds placed on the grant at the time of award.

Recipients must apply on-line using FDLE's grant management system, Subgrant Information Management On-Line (SIMON). Simon can be accessed at <http://simon.fdle.state.fl.us>. The Project Start and End Dates in the on-line application should reflect the period **February 1, 2014** through **June 30, 2014**.

Application completion will require an "Announcement Code" which is a security feature allowing access to the application. The Announcement Code is **JAGD1314**. Note that this Code will be activated on **October 28, 2013**. Application completion will not be possible without the announcement code. A user manual and video tutorial are available online to assist with completing this application.

The deadline for this on-line submission is **Tuesday, December 3, 2013 at 5:00 p.m.** at which time the announcement code will be deactivated.

Mayor Lara Bradburn
October 30, 2013
Page Two

In addition to the on-line submission, recipients must print out the completed application and required certifications and submit two hard copies (with original signatures) to:

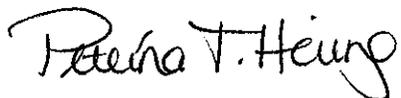
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

The deadline for this hard copy submission is **Friday, December 20, 2013.**

The Department does not discriminate, and prohibits subgrant recipients from discriminating, on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.

I would also like to notify you of significant changes occurring within FDLE's Office of Criminal Justice Grants (OCJG). As you may be aware, Mr. Clayton Wilder recently retired as Administrator of OCJG after 43 years of dedicated service to the State of Florida. OCJG has also recently filled additional key vacancies due to other member retirements and promotions. We appreciate your understanding and patience as we complete this transition, and look forward to working with you to complete awarded projects with Byrne/JAG federal funding. Please contact me or Planning Manager Annamarie Whatley at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,



Petrina Tuttle Herring
Administrator

PTH/as

cc: Local Law Enforcement Agency

BUDGET AMENDMENT FORM

Fiscal Year 2013 - 14

Account Name/Dept	Account Number	Approved Budget FY 2013-14	Increase	Decrease	Amended Budget FY 2013-14
REVENUE - Intergovernmental Revenue - JAG FUND	118-000-331-43200	\$26,149	\$3,184		\$29,333
EXPENDITURES - Uncapitalized Equipment - JAG FUND	118-013-521-55500	\$0	\$3,184		\$3,184
TOTAL		\$26,149	\$6,368	\$0	\$32,517

Reason for Amendment: Award of additional funds from the JAG Grant monies.

Department Director Signature

Department Director Signature

Finance Director Signature

City Manager Signature

Date

Date

Date

Date

Approved by City Council, during Regular Session:

Date

RESOLUTION NO: 2013-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING THE GRASS-ROOTS EFFORTS OF THE BROOKSVILLE VISION FOUNDATION TO COORDINATE WITH THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, THE HERNANDO COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO ESTABLISH ALTERNATE U.S./STATE HIGHWAY TRAFFIC ROUTES OUTSIDE OF THE CITY OF BROOKSVILLE'S CENTRAL BUSINESS DISTRICT THAT WOULD ALLOW FOR THE CONVERSION OF THE CURRENT ONE-WAY ROAD NETWORK BACK TO A TWO-WAY THOROUGHFARE SYSTEM THAT WILL SAFELY ACCOMMODATE AND PROMOTE A VIABLE, VIBRANT WALKABLE DOWNTOWN.

WHEREAS, the Brooksville Vision Foundation, a non-profit 501(C)3 grass-roots organization formed in 2010 with the mission and purpose of revitalizing the City's downtown and stimulating economic growth in the City is in the final stages of creating the Brooksville 2050 Vision plan which represents the collective ideas and dreams of the Brooksville stakeholders; and

WHEREAS, participants in the process of creating the 2050 Vision plan spoke with a strong voice about what they value in their community and what they want for its future – safe, walkable neighborhoods and parks, a thriving downtown district that maintains the historic charm that has existed for decades, a strong educational foundation for Brooksville's youth, vibrant local business districts, and excellent housing and employment opportunities throughout the City; and

WHEREAS, the 2050 Vision plan seeks to protect and enhance the City's existing traditional design features and promote the development of a community that includes a mixture of housing types, office and retail uses and other amenities integrated into an environment that is designed and operated to safely accommodate pedestrians, bicyclists, motorists and transit users of all ages and abilities; and

WHEREAS, for decades the purpose and goal of roadway design in the United States has been to move peak volumes of traffic and freight as expeditiously as possible from Point A to Point B, regardless of whether the traffic was moving along a major freeway, arterial or collector road, or through a city center or village main street; and

WHEREAS, in the 1990's, the Florida Department of Transportation established the existing one-way pair system through Brooksville's central business district to increase vehicle capacity and address congestion issues in the City's downtown area; and,

WHEREAS, the one-way pairing system has become the preferred route for many semi-trucks and other large vehicles to travel through Brooksville as opposed to taking available alternative routes around the City; and,

WHEREAS, other agencies and entities such as the City's Good Neighbor Trail Advisory Board and the Hernando County Metropolitan Planning Organization's Bicycle Pedestrian Advisory Committee are actively focusing on creating a pedestrian and bicycle friendly community; and,

WHEREAS, the one-way pairing system and its impact on the central business district has been a continuing concern to the City of Brooksville, its Council Members and a vast majority of the affected business and property owners; and,

WHEREAS, the Brooksville Vision Foundation has identified the relocation of U.S. Highway 41 and U.S. Highway 98 outside of the downtown central business district as essential to the revitalization efforts of the community; and

WHEREAS, the existing one-way configuration with the accompanying constrained rights-of-way within the central business district does not offer a tenable solution to long-range transportation needs for the regional roadway network; and

WHEREAS, the re-routing of U.S./State highways outside of the central business district may provide opportunities for economic growth and prosperity in the development/redevelopment of underutilized and abandoned properties.

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

SECTION 1. POLICY STATEMENT. The City of Brooksville supports the Brooksville Vision Foundation's efforts to coordinate with the Hernando County Board of County Commissioners, the Hernando County Metropolitan Planning Organization and the Florida Department of Transportation to establish alternate U.S./State highway traffic routes outside of the City of Brooksville's downtown central business district that would allow for the conversion of current one-way roadway network back to a two-way thoroughfare system that will safely accommodate and promote a viable, vibrant walkable downtown.

SECTION 2. DIRECTION FOR DISTRIBUTION. The City Clerk is hereby directed to send a copy of this Resolution to Dave Russell, Chairman of the Hernando County Board of County Commissioners; Wayne Dukes, Chairman of the Hernando County Metropolitan Planning Organization; Paul Steinman, District Seven Secretary, Florida Department of Transportation and Ananth Prasad, P.E., Secretary, Florida Department of Transportation.

SECTION 3. CONFLICT. Any resolution or policy of the City, or any portion thereof, in conflict with the provisions of this Resolution, is hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, THIS 2nd DAY OF DECEMBER, 2013.

CITY OF BROOKSVILLE

By: _____
_____, Mayor

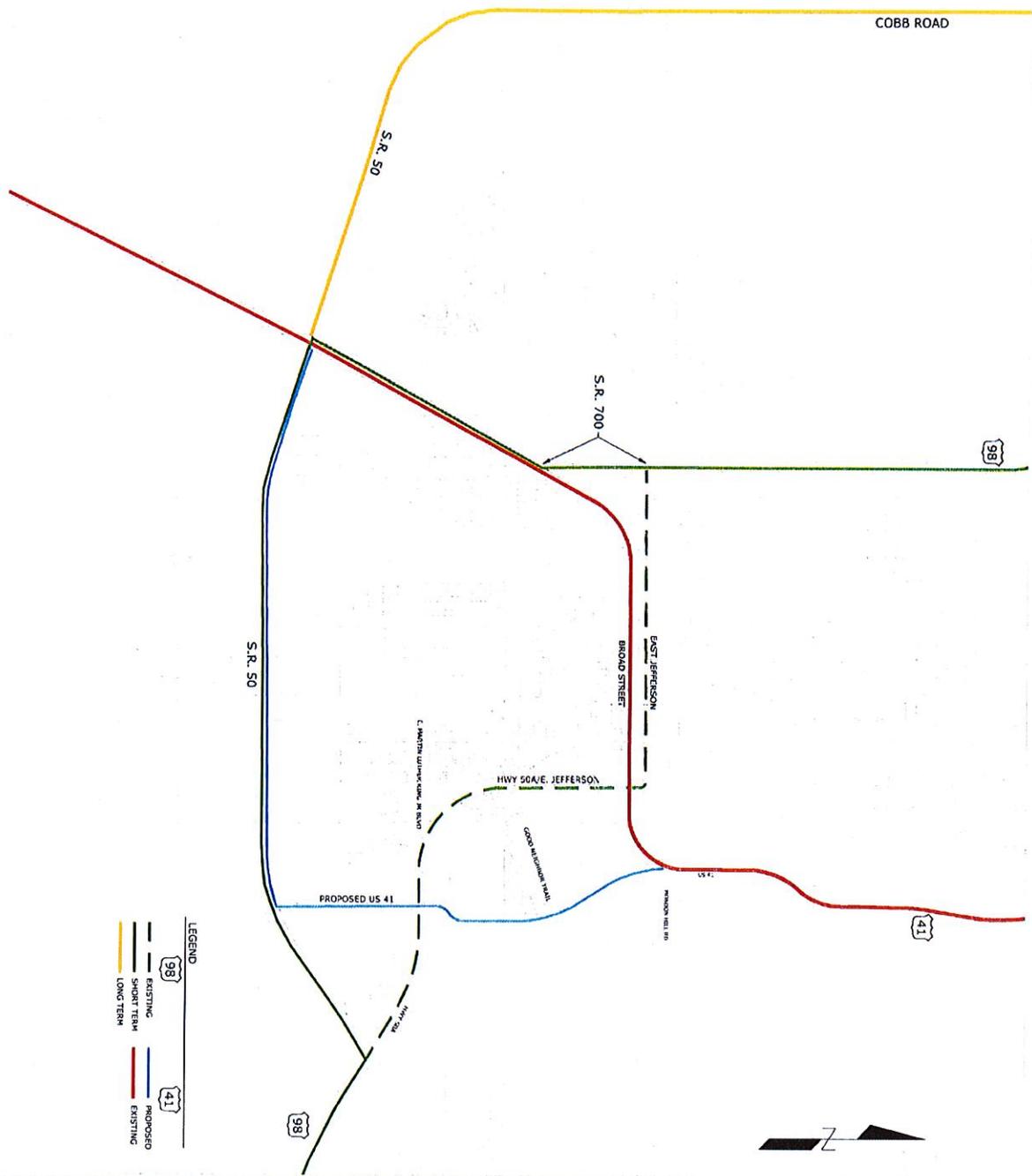
ATTEST: _____
Janice L. Peters, CMC
City Clerk

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

one-way pairs



LEGEND

	EXISTING		PROPOSED
	SHORT TERM		LONG TERM



NO.	DATE	REVISION

RELEASE OF DOCUMENT
 THE DOCUMENT CONTAINED HEREIN IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF COASTAL ENGINEERING ASSOCIATES, INC.

Coastal Engineering Associates, Inc.
 555 Cambridge Boulevard - Brooksville, Florida 34601
 (352) 766-0423 - Fax (352) 766-8119
 EB-000142

DRAWING MADE UNLESS OTHERWISE NOTED BY A REGISTERED PROFESSIONAL ENGINEER.
 NAME: P.E. #1 815 00 3333

ONE-WAY PAIR ALTERNATIVES
BROOKSVILLE VISION FOUNDATION 2050



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: JAMES DELACH, ASSISTANT FINANCE DIRECTOR
SUBJECT: GRS Agreement & Task Orders 1 & 2
DATE: NOVEMBER 26, 2013

[Handwritten signature]
J.P.

GENERAL SUMMARY/BACKGROUND: Upon Council direction, staff published a Request for Qualifications for an actuarial firm to review the City's Fire and Police Pension Funds. On August 14, 2013, City Council selected the firm of Gabriel Roeder Smith (GRS) for the City's Actuarial Services with further direction to staff to work with GRS to negotiate an agreement and task order for Council review.

The attached Agreement is for a term of one year from the date of Council approval. Task Order 1 is for review of the Firefighters Pension and Task Order 2 is for review of the Police Pension. The Task Orders have a base amount of \$15,000 each, which is the low end of GRSs proposal to review the plans with the high end being \$30,000 for review only.

The FY2014 budget allocates \$40,000 for this project. Costs beyond that will need Council approval going forward.

BUDGET IMPACT: Monies have been budgeted in the 2013/14 Budget for Actuarial Services totaling \$40,000.

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 approval of the Actuarial Services Agreement and Task Orders 1 and 2 as negotiated by the City Attorney.

ATTACHMENTS:

1. Agreement
2. Task Order 1
3. Task Order 2

Attachment 1

**AGREEMENT FOR CONTRACTOR SERVICES
CITY OF BROOKSVILLE ACTUARIAL SERVICES
RFP NO.: CC2013-02**

This Agreement made as of this 5th day of, August, 2013, by and between the City of Brooksville, Florida - (the "CITY"), and Gabriel Roeder Smith & Co., authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is One East Broward Blvd., Suite 505, Ft. Lauderdale, FL 33301, Phone: (954) 527-1616, Fax: (954) 525-0083.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the Overview & Scope of Services and as listed in the RFP for the City of Brooksville Actuarial Services.

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

ARTICLE 2 - SCHEDULE

This contractor shall commence services upon Council approval of the Task Order and complete all services within 1-year.

Date of Council approval of Task Order(s): _____

Date of Required Completion: _____

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed at rates as outlined in the RFQ, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further

charges if not properly included on this final invoice shall be waived by the CONTRACTOR.

- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 30 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

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

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

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

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$100,000/\$500,000/\$1,000,000 or \$1,000,000 combined single limit for property damage and bodily injury liability covering claims 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. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$500,000/\$1,000,000 or \$1,000,000 combined single limit coverage for bodily injury.

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

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

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

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

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

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

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

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. CONTRACTOR proprietary information, internal work papers, source code and software are excluded.

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

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

Public Records Law. CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Brooksville in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Brooksville and destroy any duplicate exempt or confidential public records.

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

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

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

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate

entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 15 - AMENDMENT

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

ARTICLE 16 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - AUTHORITY TO PRACTICE

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

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

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

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

ARTICLE 20 - MODIFICATION

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

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

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

ARTICLE 21 - CONTRACT DOCUMENTS

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

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

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

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

ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply to consideration and award of any bid/proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. 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.

ARTICLE 23 - NOTICE

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

Gabriel, Roeder, Smith & Company
1 East Broward Blvd., Suite 505
Fort Lauderdale, Florida 33301
Attention: Pete Strong
Phone: (954) 527-1616, extension 2102
Fax: (954) 525-0083
Email: pete.strong@gabrielroeder.com

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

CITY CLERK

CITY OF BROOKSVILLE, FLORIDA

Attest: _____
Janice L. Peters, CMC
City Clerk

By: _____
Lara Bradburn, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: _____
Name

Signature

Business Name
By: _____
Signature

Witness: _____
Name

Signature

Print Name and Title

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

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

Attachment 2

TASK ORDER

No. 2013-1

Fire Pension

TO: Gabriel, Roeder, Smith & Company
Attn: Theora Braccialarghe
One East Broward Blvd., Ste. 505
Ft. Lauderdale, FL 33301

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

1. SCOPE OF SERVICES. Gabriel, Roeder Smith & Company ("GRS" or the "Firm") is hereby directed and authorized to:

Task 1. Replicate Baseline Actuarial Valuations - Acquire (import) and analyze Fire Employee payroll records. (City or current actuary for the Plan will provide data in Excel format.)

Task 2. Evaluate Assumptions & Methods Employed by Pension Board for Reasonableness - Provide general advice and counsel on the Plan and benefit structures on possible plan changes and improvements.

- Actuarial Assumptions – Review for reasonableness any recent actuarial experience studies prepared by the Boards' actuary. Assess the demographic assumptions for compliance with Actuarial Standards of Practice. Assess the reasonableness of the current investment return assumption in light of the economic and investment forecasts of numerous national organizations (including investment consultants, economists, professional forecasters, and the market) and in light of the nature of the plan and the City's objectives.
- Actuarial Methods – Assess the reasonableness of the current actuarial methods in light of the Actuarial Standards of Practice, the nature of the plan, and the City's objectives, to include the actuarial cost methods, the asset smoothing method and any other actuarial methods used to value benefits.
- Amortization Methods – Assess the reasonableness of the current actual and effective periods of time over which the unfounded actuarial accrued liabilities are being amortized and the pattern of amortization employed in light of the Actuarial Standards of Practice, the nature of the plan and the City's objectives.

- Enterprise Risk Management – Assess the degree of risk inherent in the investment portfolio driven mostly by the risk appetite of the parties who are bearing the investment risk and the degree to which this has influenced the current investment portfolio. Assess the extent to which the risk profile of the plans’ investment portfolio is driven by, (a) a desire to achieve a given return assumption, (b) the City’s risk appetite, (c) specific standard deviation goals, or (d) other devices.

Prepare an interim letter report for Task 2 containing (a) GRS’s assessment of the actuarial assumptions, actuarial methods, amortization methods, and enterprise risk management considerations employed by the Boards and their actuaries and (b) GRS’s recommendation, if different, for the assumptions and methods to employ for the purpose of this pension review project. The City management team will approve which assumptions and methods we should employ for any further projection work, whether approving any changes recommended or not.

Task 3. Prepare 30-Year Projection of Baseline

- Project, based on approved actuarial assumptions, actuarial methods, amortization methods and the City’s current plan, the next 30 years of employer contributions, unfunded actuarial accrued liabilities, and funded ratios. Included will be alternate versions of future investment return, such as lowering the return assumption and stress testing of results with another “Black Swan” event a few years out.

Benchmark Retirement Benefits

- This is an optional step that might be useful or might be considered by management to be unnecessary. Benefit levels after any changes are made need to be adequate retirement income for career employees (recognizing Social Security) and need to be competitive. Both are important but competing objectives. GRS will assist the City in striking its own balance between financial affordability and sustainability and benefit adequacy and competitiveness.

This optional step focuses exclusively on benefit adequacy and competitiveness. Management should not provide retirement benefits that are overly general (as it defines that term) nor should it provide benefits that are non-competitive or inadequate compensation for a career employee (as it may define those terms).

Task 4. Alternative Scenario Proposals

- Establish Targets for Benefit Adequacy and Competitiveness – GRS will discuss the results of benchmarking work of Step 3b, if undertaken, with management

and accept direction as to whether the city retirement benefits are currently considered adequate and competitive. The discussion may extend to whether there is any alternate range of “normalized retirement benefit values” that management wishes to target for benefit adequacy and competitiveness in designing alternative scenario proposals.

- Establish Targets for Financial Affordability and Sustainability – GRS will discuss with management the results of the 30-year projections of the current baseline, and whether these projection curves are affordable and sustainable, as management defines these terms. GRS will guide management in a discussion concerning whether the cost curves need to come down, how far and how fast. This helps inform management design of alternative scenario proposals.
- Identify Provisions for Alternative Scenario Proposals – Based on approved actuarial assumptions, actuarial methods, and amortizations methods – and based on selected alternative scenario proposals (i.e., benefit changes) for selected employee groups in Step 3 – GRS will project the next 30 years of employer contributions, unfunded actuarial accrued liabilities, and funded ratios. GRS will prepare a letter report for this Step, containing tables and graphs showing the projected cost curves for the proposals compared to the baseline.

2. ACKNOWLEDGMENT OF USE OF NECESSARY CONSULTANTS.

Pursuant to the Professional Services Agreement, the City directs and authorizes collaboration with GRS for the purpose of working with the City to analyze and make recommendations to the City regarding the Fire Pension Retirement fund.

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

PROPOSED FEES

Lead Actuary	\$300 per hour
Travel Time	\$150 per hour
Estimated Cost per Plan Study	\$15-30,000
Alternate Design Plans	\$1,500 per separate scenario
Import Valuations	\$500
Replication of Actuarial Valuation	\$6,000 per plan

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

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

4. **WORK ORDER BUDGET.** The initial budget appropriation for this Work Order shall be the amount of \$15,000. The City acknowledges that additional costs and honoring the contingent fee will require an additional budget appropriation after Tasks 1-4 herein.

Authorized by:

And accepted by:

Title: Contract Administrator

Gabriel Roeder Smith & Company

Date: _____

Date: _____

Attachment 3

TASK ORDER
No. 2013-2
Police Pension

TO: Gabriel, Roeder, Smith & Company
Attn: Theora Braccialarghe
One East Broward Blvd., Ste. 505
Ft. Lauderdale, FL 33301

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

1. SCOPE OF SERVICES. Gabriel, Roeder Smith & Company ("GRS" or the "Firm") is hereby directed and authorized to:

Task 1. **Replicate Baseline Actuarial Valuations** - Acquire (import) and analyze Police Employee payroll records. (City or current actuary for the Plan will provide data in Excel format.)

Task 2. **Evaluate Assumptions & Methods Employed by Pension Board for Reasonableness** - Provide general advice and counsel on the Plan and benefit structures on possible plan changes and improvements.

- Actuarial Assumptions – Review for reasonableness any recent actuarial experience studies prepared by the Boards' actuary. Assess the demographic assumptions for compliance with Actuarial Standards of Practice. Assess the reasonableness of the current investment return assumption in light of the economic and investment forecasts of numerous national organizations (including investment consultants, economists, professional forecasters, and the market) and in light of the nature of the plan and the City's objectives.
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Prepare an interim letter report for Task 2 containing (a) GRS’s assessment of the actuarial assumptions, actuarial methods, amortization methods, and enterprise risk management considerations employed by the Boards and their actuaries and (b) GRS’s recommendation, if different, for the assumptions and methods to employ for the purpose of this pension review project. The City management team will approve which assumptions and methods we should employ for any further projection work, whether approving any changes recommended or not.

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Task 4. Alternative Scenario Proposals

- Establish Targets for Benefit Adequacy and Competitiveness – GRS will discuss the results of benchmarking work of Step 3b, if undertaken, with management

and accept direction as to whether the city retirement benefits are currently considered adequate and competitive. The discussion may extend to whether there is any alternate range of "normalized retirement benefit values" that management wishes to target for benefit adequacy and competitiveness in designing alternative scenario proposals.

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

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

4. **WORK ORDER BUDGET.** The initial budget appropriation for this Work Order shall be the amount of \$15,000. The City acknowledges that additional costs and honoring the contingent fee will require an additional budget appropriation after Tasks 1-4 herein.

Authorized by:

And accepted by:

Title: Contract Administrator

Gabriel Roeder Smith & Company

Date: _____

Date: _____



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: WITHLACOOCHEE REGIONAL PLANNING COUNCIL -
COUNCIL REPRESENTATIVE MEMBER

DATE: NOVEMBER 20, 2013

The Withlacoochee Regional Planning Council (WRPC) annually requests one elected official from among the municipalities in a county to serve as the municipal representative on the board for a one year term. Joe Johnston is the current representative for Hernando County municipalities and his term expires December 11, 2013. The WRPC Board meets on the 3rd Thursday of each month at 7:00 pm at the Board Office in Ocala (Executive Committee Meetings begin at 6:00 pm immediately preceding, when necessary).

WRPC has requested the new appointment be designated prior to their annual meeting on December 12th. Their request is attached.

The City of Weeki Wachee, as in the past, has asked that the City of Brooksville serve and continue to co-represent them. Correspondence from the City of Weeki Wachee is attached for your review.

FINANCIAL IMPACT: No budgetary impact other than travel reimbursement costs for the monthly meetings.

LEGAL IMPACT: Pursuant to Sec. 2-01 of the City Charter, which grants the City Council legislative powers, the Council may appoint a Council Member to represent it as a liaison to various community advisory boards.

STAFF RECOMMENDATION: Staff recommends Council appointment of a Municipal Representative to serve on the WRPC board representing the City of Brooksville and City of Weeki Wachee for co-representation.

ATTACHMENT: Letter from WRPC dated November 6, 2013
Email from City of Weeki Wachee dated November 13, 2013

MICHAEL R. MOEHLMAN
EXECUTIVE DIRECTOR

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

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



OFFICERS

DENNIS DAMATO
CHAIR

MARTHA HANSON
VICE-CHAIR

JAMES ADKINS
SECRETARY

November 6, 2013

The Honorable Mayor Lara Bradburn
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Dear Mayor Bradburn:

It is necessary for municipal officials within your County to select one elected official to represent the municipalities of your county on the **Withlacoochee Regional Planning Council** for a term beginning December 12, 2013 and ending on December 11, 2014.

Your current representative is Councilman Joseph E. Johnston III of Brooksville.

You need to contact other municipalities and towns in your County to select a representative for the coming year. An appointment needs to be made as soon as possible, as new appointments are eligible to be sworn in at the December 12, 2013 Annual Meeting.

When you have agreed on an individual, please send the name of your representative.

If you have any further questions, please contact me.

Sincerely,

Michael R. Moehlman
Executive Director

MRM:gr

cc: City of Weeki Wachee

MICHAEL R. MOEHLMAN
EXECUTIVE DIRECTOR

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

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



OFFICERS

DENNIS DAMATO
CHAIR

MARTHA HANSON
VICE-CHAIR

JAMES ADKINS
SECRETARY

November 6, 2013

The Honorable Mayor Robyn Anderson
City of Weeki Wachee
6131 Commercial Way
Spring Hill, FL 34606

Dear Mayor Anderson:

It is necessary for municipal officials within your County to select one elected official to represent the municipalities of your county on the **Withlacoochee Regional Planning Council** for a term beginning December 12, 2013 and ending on December 11, 2014.

Your current representative is Councilman Joseph E. Johnston III of Brooksville.

You need to contact other municipalities and towns in your County to select a representative for the coming year. An appointment needs to be made as soon as possible, as new appointments are eligible to be sworn in at the December 12, 2013 Annual Meeting.

When you have agreed on an individual, please send the name of your representative.

If you have any further questions, please contact me.

Sincerely,

Michael R. Moehlman
Executive Director

MRM:gr

cc: City of Brooksville

Janice Peters

From: Yahoo! Inc. [cityofweekiwachee@yahoo.com]
Sent: Wednesday, November 13, 2013 6:55 PM
To: Janice Peters
Subject: Re: WRPC Board

Hello Miss Janice,
Yes, the City of Weeki Wachee would appreciate the City of Brooksville representing us to the Council.
Thank you very much.

Marcia Karcher
City Clerk

From: Janice Peters <JPeters@ci.brooksville.fl.us>
To: Sarah Tenison <cityofweekiwachee@yahoo.com>
Sent: Tuesday, November 12, 2013 8:00 AM
Subject: WRPC Board

Good Morning Sarah,

It's that time of year again. Would the City of Weeki Wachee like the City of Brooksville to continue to represent them for the elected official on the Withlacoochee Regional Planning Council?

Thanks!

Jan

Janice L. Peters, CMC, City Clerk

City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601-2041
Ph.: 352-540-3853
Fax: 352-544-5424
www.cityofbrooksville.us
jpeters@cityofbrooksville.us
Florida Association of City Clerks

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

 Please consider the environment before printing my e-mail.



AGENDA ITEM NO. 154
12/02/13

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*
FROM: JANICE L. PETERS, CMC, CITY CLERK *Janice L. Peters*
SUBJECT: BEAUTIFICATION BOARD STUDENT REPRESENTATIVE
DATE: NOVEMBER 20, 2013

GENERAL SUMMARY/BACKGROUND: Council annually appoints a student representative to the Beautification Board for a 1-year term beginning in September, per Policy 4-2008. The current representative has reapplied for the positions and is being presented to City Council for consideration of appointment. The vacancy was advertised and no other applications were received.

Alyson Tate Galoci Student Representative

BUDGET IMPACT: None.

LEGAL REVIEW: Council has the authority pursuant to per Sec. 2-261 of the City's Code of Ordinances to appoint any advisory board composed of persons who shall be deemed qualified to act in an advisory capacity. Official Policy 4-2008, adopted by the City Council, sets forth the procedure for creation, appointments, reappointments, replacements, and removal from office for advisory board members.

STAFF RECOMMENDATION: Staff recommends reappointment of Alyson Galoci to the Beautification Board to fill their Student Representative position for a period of 1-year, expiring September 17, 2014.

ATTACHMENT: Application



CITY OF BROOKSVILLE

Application for Volunteer Board Positions

201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 544-5407
Facsimile: (352) 544-5424
Web: www.ci.brooksville.fl.us

New Application

Re-application

- Beautification Board (4 year terms - 7 members)
- Brooksville Housing Authority (4 year terms - 7 members)
- Cemetery Advisory Committee (4 year terms - 7 members - city residency or documented tie to Cemetery)
- Firefighters Pension Trust Fund Board of Trustees* (2 year terms - 5 members)
- Parks & Recreation Advisory Board (4 year terms - 7 members & 2 alternates)
- Planning & Zoning Commission* (4 year terms - 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees* (2 year terms - 5 members)
- Other _____

Name: Galoci (Last), Alyson (First), Tate (Middle)

Address: 12300 Ascot Lane
Spring Hill, FL, 34609

Mailing Address (if different): _____

Business Address: _____

Occupation: Student, 11th grade

Business Phone: n/a Home Phone: (352) 428 5314

Email address: bailey-k@hcsb.k12.fl.us

Do you reside within the City limits? Yes No

Are you a Registered Voter in Hernando County? Yes No Voter ID # n/a

Please rank your board preference(s):
1. _____
2. _____
3. _____

Have you ever served on a volunteer board or in a volunteer capacity with the City of Brooksville before? Yes No If yes, please indicate name of board and dates of service: Beautification

* These positions require City Residency and that a Financial Disclosure Statement be filed with the Supervisor of Elections Office within 30 days of appointment and then subsequently on a yearly basis.

Why would you like to serve on this board? I would like the opportunity to serve my community and participate in city activities.

What special skills would you bring to this position? I have strong interpersonal and communication skills. I am an organized person and I work hard at achieving my goals.

List fields of work experience: Child Care, Volunteer Classroom Teacher Assistant

List any licenses and/or degrees (location & year): n/a

Local References (Please list three (3)):

1. Tracy Frazier 279 3849
2. Robert Draper 596 9990
3. Amber Singer 650 2785

Would you have a problem with the meeting dates and times for the board/agency?

Yes No

If yes, please explain: _____

Signed:  Date: 11/12/13

SCHEDULE OF BOARD MEETINGS

[Note - Balance of Boards meet quarterly or as needed]

BEAUTIFICATION BOARD in Council Chambers	2 nd TUESDAY @ MONTH - 5:30 PM
BROOKSVILLE HOUSING AUTHORITY in Council Chambers	3 rd TUESDAY @ MONTH - 6:00 PM
PLANNING & ZONING COMMISSION in Council Chambers	2 nd WEDNESDAY @ MONTH - 6:30 PM

* These positions require City Residency and that a Financial Disclosure Statement be filed with the Supervisor of Elections Office within 30 days of appointment and then subsequently on a yearly basis.

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – December 2, 2013

1. **TYPE:** Letter
 DATED: November 7, 2013
 RECEIVED FROM: Feldman & Mahoney, P.A.
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Southern Hills Plantation Amended & Restated Development Agreement/Annual Report

2. **TYPE:** Letter
 DATED: November 7, 2013
 RECEIVED FROM: Florida Department of Revenue
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Maximum Millage Levy Calculation Final Disclosure

3. **TYPE:** Letter
 DATED: November 7, 2013
 RECEIVED FROM: Florida Department of Revenue
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Truth in Millage (TRIM) Certification

4. **TYPE:** Letter
 DATED: November 8, 2013
 RECEIVED FROM: Florida Department of Law Enforcement
 ADDRESSED TO: Mayor Lara Bradburn
 SUBJECT: Receipt & Acceptance of Contract No. 2013-JAGC-HERN-1-D7-055

5. **TYPE:** Memorandum
 DATED: November 19, 2013
 RECEIVED FROM: Firefighters' Pension Trust Fund Board Chairman
 ADDRESSED TO: City Clerk
 SUBJECT: Election of Members to the Board

FELDMAN & MAHONEY, P.A.

Donna J. Feldman
Christina M. Breiner
Jessica Paz Mahoney*
*Board Certified in
Real Estate Law

19321-C U.S. Highway 19 North
Suite 600
Clearwater, Florida 33764

Telephone: 727.536.8003
Facsimile: 727.536.7270

Writer's e-mail:
dfeldman@djflaw.com

VIA E-MAIL & U.S. MAIL

November 7, 2013

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

Re: Southern Hills Plantation/Amended and Restated Development
Agreement/Annual Report

Dear Jennene:

As you know, this firm represents the major owner and Developer of the Southern Hills Plantation project located in the City of Brooksville ("City"). Pursuant to Section 2.4.A. of the Amended and Restated Development Agreement, dated September 9, 2010, recorded in Official Records Book 2768, Page 951 of the Public Records of Hernando County, Florida ("DA"), the Developer is required to provide a written status report to the City describing the Developer's activities undertaken during the preceding year to achieve the obligations of the DA ("**Annual Report**"). This letter will constitute this year's Annual Report.

In accordance with the DA, the Developer and the City are close to finalizing a utilities service agreement pursuant to Sections 3.A.(vii), B.(v) and C.(iv) of the DA, having met earlier this week to agree on final terms.

Pursuant to Sections 3.D.(iv) and (v) of the DA, this firm has sent to the City's attorneys the conveyance instruments necessary to convey the right-of-way and associated easements relative to Phase 4 of Governor Boulevard, along with updated title commitments. Once the City's attorneys complete their review, the Developer will execute and deliver the conveyance instruments.

There are no other imminent deadlines under the DA, all of them having been extended through Florida statutory extensions.

CTN
12.02.13
EC: Bill Geiger
HLE
Richard Parker
JW

Ms. T. Jennene Norman-Vacha

November 7, 2013

Page - 2 -

During the 2013 calendar year, several new homes were constructed and market interest in the project increased. Through a new joint venture relationship entered into by affiliates of GreenPointe Communities, LLC, SHP Group LLC has become the owner of the vacant lots and residential land owned previously by SH Venture I, LLC. SHP Group LLC is also now the primary homebuilder in the community. Developer expects to see increased activity within the Southern Hills Plantation project during 2014 as a result of the consolidation of the landholding and homebuilding operations. If you have any questions regarding the foregoing, please contact me.

Very truly yours,

FELDMAN & MAHONEY, P.A.

Donna J. Feldman

DJF/aej

cc: Mr. Graydon E. Miars (via e-mail)
Mr. Roger Postlethwaite (via e-mail)
Mr. Cliff Manuel (via e-mail)
Mr. Bill Geiger (via e-mail)



Executive Director Marshall Stranburg

11-14-13 PG2:20 IN

November 7, 2013

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

Re: Maximum Millage Levy Calculation Final Disclosure

Dear Ms. Norman-Vacha:

The Department of Revenue has reviewed the maximum millage levy calculation final disclosure documents submitted by your taxing authority. The Department's review included documents relating to the millage levying processes and the total taxes levied by your principal taxing authority and any dependent special districts and MSTUs (for counties). Based on the documents submitted for all these entities, the Department has determined that your taxing authority is in compliance with the maximum total taxes levied requirements, and thus the maximum millage levy requirements, of s. 200.065(5), Florida Statutes.

This determination applies only to the maximum millage levy requirements of section 200.065(5), Florida Statutes. Findings regarding the TRIM certification requirements of section 200.065, Florida Statutes, will be sent in a separate letter.

Sincerely,

[Handwritten signature of James McAdams]

James McAdams, Director
Property Tax Oversight Program

JM/ukc # 37.03

Child Support Enforcement - Ann Coffin, Director • General Tax Administration - Maria Johnson, Director
Property Tax Oversight - James McAdams, Director • Information Services - Damu Kuttikrishnan, Director

www.myflorida.com/dor
Tallahassee, Florida 32399-0100

Handwritten notes: CTN 12-02-13 cc: Finance Department JMW



Executive
Director
Marshall Stranburg

11-14-13 P02:20 IN

November 7, 2013

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

Re: Truth in Millage (TRIM) Certification

Dear Ms. Norman-Vacha:

The Department of Revenue has reviewed the millage certification documents submitted by your taxing authority and determined that it meets the certification requirements of subsections 200.065(1)-(4), (6)-(12), (14) and (15), Florida Statutes. The Department has found no violation of the requirements of the listed subsections and accordingly accepts your certification as meeting the stated requirements.

This determination applies only to the TRIM certification requirements in the listed subsections of section 200.065, Florida Statutes. A determination regarding the maximum millage levy requirements of section 200.065(5), Florida Statutes, will be sent in a separate notice.

Sincerely,

James McAdams, Director
Property Tax Oversight Program

JM/ukc # 37.03

Child Support Enforcement – Ann Coffin, Director • General Tax Administration – Maria Johnson, Director
Property Tax Oversight – James McAdams, Director • Information Services – Damu Kuttikrishnan, Director

www.myflorida.com/dor
Tallahassee, Florida 32399-0100

CTN
12.02.13
cc: Finance Department
JNV



Florida Department of Law Enforcement

Gerald M. Bailey
Commissioner

**Business Support
Office of Criminal Justice Grants**
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

NOV 8 2013

The Honorable Lara Bradburn
Mayor
City of Brooksville
201 North Howell Avenue
Brooksville, FL 34601

Re: Contract No. 2013-JAGC-HERN-1-D7-055

Dear Mayor Bradburn:

This letter confirms our receipt and acceptance of all financial and programmatic reports applicable to the referenced project. While this concludes active administration of the subgrant agreement by the Florida Department of Law Enforcement, you are reminded that all supporting records must be maintained for a period of not less than five years from termination date for audit and examination. An audit performed in accordance with OMB Circular No. A-133 must also be conducted and submitted to the Office of Criminal Justice Grants, Florida Department of Law Enforcement, 2331 Phillips Road, Tallahassee, Florida 32308.

All non-expendable property acquisitions must be accounted for and maintained for as long as the equipment is in service. The Department must be notified prior to any disposition of non-expendable property and must be advised immediately of any lost or stolen items.

Any further inquiries relative to this project should be directed to your grant manager at 850-617-1250.

Sincerely,

Petrina Tuttle Herring
Administrator

PTH/AW/AL

cc: Lieutenant Richard C. Hankins

CTN 12-02-13
cc: Chief Turner
Finance Department
JH

FIREFIGHTERS' PENSION TRUST FUND BOARD OF TRUSTEES

85 Veterans Ave, Brooksville, Fl. 34601
352-544-8445 Fax- 352-540-3840

MEMORANDUM

TO: JANICE PETERS, CITY CLERK

FROM: TIMOTHY A. MOSSGROVE, CHAIRMAN

**RE: ELECTION OF FIREFIGHTER MEMBERS-FIREFIGHTERS PENSION
TRUST FUND BOARD OF TRUSTEES**

DATE: NOVEMBER 19, 2013

As you are aware, the terms of office for William Kaplan and Bradley Sufficool expire on December 31, 2013.

A notice for these positions was duly posted in the department on November 7, 2013. The two current members were the only two members of the Plan to express an interest in serving on the Board. Therefore, William C. Kaplan and Bradley W. Sufficool are elected to the Board as the firefighter members, with terms expiring on December 31, 2017. Please convey this information to council at its next meeting.

Thank you, as always, for your assistance.


Cc: William Kaplan
Bradley Sufficool
Scott Christiansen, Attorney
Board

CTM
12-02-13
CTM