

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL34601**

**AGENDA
"Amended"**

May 19, 2014

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. PRESENTATION & REQUESTS FOR FEE WAIVERS

1. Brown Family Gathering - JBCC Fee Waiver Request

Consideration of request for fee waiver in the amount of \$265 for their event held on May, 3, 2014, at JBCC honoring Willie Brown, father of Jerome Brown.

Presentation:	Dianna Yoder, Jerome Brown Youth Foundation
Recommendation:	Direction to Staff
Attachments:	Memo from Director of Parks, Facilities & Recreation dated 05/07/14, Letter from Event Organizer dated 05/14/14, Facility Use Agreement, Policy No. 2012-03, FY2013/14 Fee Waiver Spreadsheet, Budget Amendment Form

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Law Enforcement Awareness Month Proclamation

Presentation of Proclamations to Officers and representatives of the Brooksville Police Department, Hernando County Sheriff's Office, Florida Highway Patrol and Florida Department of Law Enforcement and the Florida Department of Fish and Game Commission, designating and supporting the month of May as Law Enforcement Awareness Month.

Presentation:	Mayor
Attachment:	Proclamation

E. CITIZEN INPUT

REGULAR COUNCIL MEETING AGENDA – May 19, 2014

F. CONSENT AGENDA

1. **Minutes**
August 19, 2013 Regular Meeting
2. **Revised FDOT Traffic Signal Maintenance and Compensation Agreement**
Consideration of revised agreement effective July 1, 2014 through June 30, 2015.
3. **Parks & Recreation Mower Surplus and Purchase**
Consideration to surplus two mowers and purchase one from Fund 503 Equipment Replacement in the amount of \$4,608 from General Auto and approval of Budget Amendment.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from Director of Public Works dated 05/08/14, Letter from FDOT dated 04/25/14, Revised Agreement, 3) Memo from Director of Parks, Facilities & Recreation dated 05/08/14, Repair Quote, Pictures, Purchase Quote Budget Amendment

G. PUBLIC HEARINGS (*Board Sitting in its Quasi-Judicial Capacity*)

- Entry of Proof of Publication into the Record
 - Poll Council Members for Ex-Parte Communications
 - Administering of Oath to All Persons Intending to Speak [Expert Witness Credentials]
 - Adoption of the Agenda Back-up Materials into Evidence
1. **Resolution No. 2014-06 - Vacation of Right-of-Way - Luigi's Pizza**
Consideration of petition from Luigi's Pizza for vacation of right-of way for Luigi's parking lot and street alignment, at a portion of Lot 10 and 12, and all of Lot 11 of Halemont Addition, Block 10.

Presentation: City Planner
Recommendation: Approval of Resolution 2014-06 upon roll-call vote.
Attachments: Memo from City Planner dated 05/19/14; Proposed Resolution, City Attorney Correspondence dated 06/06/14, Petition to Vacate, Site Survey, Public Utility Correspondence.

REGULAR COUNCIL MEETING AGENDA – May 19, 2014

H. REGULAR AGENDA

1. Hernando/Citrus Metropolitan Planning Organization (MPO) Merger Interlocal Agreement

Consideration to approve the Interlocal Agreement creating the Hernando/Citrus MPO and appointment of a City Council representative and alternate to the MPO Board.

Presentation: Director of Community Development
Recommendation: Approval of Agreement, authorize the Mayor to sign and appointment of a City Council representative and alternate to the MPO Board
Attachments: Memo from Director of Community Development dated 05/07/14, Agreement, Letter from the MPO Executive Director dated 04/18/14, Letter from Governor Rick Scott dated 04/23/14

2. Accounting Resolutions

Consideration to approve Resolutions designating a specific purpose/use for special revenue funds and restricting expenditures.

a. Resolution No. 2014-07 - Red Light Camera

A resolution directing red light camera funds to be deposited into a special revenue fund and restricting the expenditures of said monies for capital improvements of the city streets, city sidewalks, city culverts, city lighting or other safety related expenditures, as well as related operating expenditures.

Presentation: City Manager
Recommendation: Approval of Resolution No. 2008-07 upon roll-call vote
Attachments: Memo from City Manager dated 05/16/14, Resolution

b. Resolution No. 2014-08 - The 1st Tee

Consideration of a resolution directing The 1st Tee Program funds to be deposited into a special revenue fund and restricting the expenditures of said monies to operating expenditures related to the project

Presentation: City Manager
Recommendation: Approval of Resolution No. 2008-08 upon roll-call vote
Attachments: Memo from City Manager dated 05/16/14, Resolution

REGULAR COUNCIL MEETING AGENDA – May 19, 2014

- I. CITIZEN INPUT
- J. ITEMS BY COUNCIL
- K. 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 *[Signature]*
FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR *[Signature]*
SUBJECT: WILLIE BROWN FAMILY GATHERING JBCC FEE WAIVER REQUEST
DATE: May 7, 2014

GENERAL SUMMARY/BACKGROUND: The Jerome Brown Youth Foundation co-hosted a family gathering event at Jerome Brown Community Center on Saturday, May 3, 2014 after the funeral services for Mr. Willie Brown, Jerome Brown's father and past City of Brooksville employee. The Foundation is requesting that Council consider waving the fees in the amount of \$265.00.

BUDGET IMPACT: The budget impact would be a loss of Park rental income in the amount of \$265.00; this will impact the Fiscal Year 2014 budget. To date, Parks/Jerome Brown Community Center (JBCC) fees in the amount of \$2,037.50 have been waived in the Fiscal Year 2014.

In the City Council Special Events line item no. 001-010-511-59901, City Council had originally budgeted \$7,000 annually for Fiscal Year 2014 Special Events. City Council to date has approved Special Event waiver requests in the amount of \$23,280.97 (including prior approval of \$16,280.97 released from Reserve Contingencies) as reflected Fee Waiver Spreadsheet provided as Attachment 3. Should Council desire to approve this fee waiver request, monies would need to be released from General Fund - Reserve Contingencies (001-000-284-30010) in the amount of \$265.00 and applied to the City Council's Special Event line item (001-010-511-59901). The current balance for Reserve Contingencies is \$276,666.03. A budget amendment reflecting this release has been prepared and attached for consideration/approval.

LEGAL REVIEW: Pursuant to Ordinance No.764 and the Special Events Fee Waiver Policy No. 2012-03, the City Council has the authority to waive fees for rental or use of City facilities.

STAFF RECOMMENDATION: Staff seeks Council direction for the consideration to waive the fees in the amount of \$265.00 for the Foundation's event at JBCC held on May 3, 2014. If Council approves the wavier, staff requests approval of the appropriate, attached Budget Amendment.

- ATTACHMENTS:**
1. Letter of Request
 2. Facility Use Agreement
 3. Special Events Fee Waiver Policy No. 2012-03
 4. Fee Waiver Spreadsheet
 5. Budget Amendment Form

Attachment 1



Jerome Brown Youth Foundation

Post Office Box 12156, Brooksville, Florida 34603

May 14, 2014

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

To Whom It May Concern:

Re: Waiver of rental fee for the Jerome Brown Community Center

On behalf of the Jerome Brown Youth Foundation, Inc., we are respectfully requesting that you consider the waiver of the rental fee for the Jerome Brown Community Center.

On April 23rd, Mr. Willie Brown, Jr. passed away and the wishes of the Brown Family were to hold the reception after the funeral services at the Community Center. The reception was held on the afternoon of May 2nd.

As you are aware, Mr. Willie Brown, Jr. is the father of the namesake for the Community Center and we feel that the rental fee would have placed an unnecessary financial burden on the family. He was also an employee of the City of Brooksville for many years.

Thank you for your consideration and if any additional information is needed, please do not hesitate to contact me.

Sincerely,

Dianna Rusk Yoder
Secretary/Treasurer

DRY

Attachment 2

CITY OF BROOKSVILLE

PARKS & RECREATION DEPARTMENT

FACILITY USE AGREEMENT



Jerome Brown Community Center
 Hall
 Conference Room
 Kitchen
 Other Facility _____

Name of applicant (User): Jerome Brown Youth Foundation, Inc.
 If an organization, name of representative: Dianna Yoder
 Not-for-Profit (attach copy of certificate)
 Government Agency
 City Co-Sponsored
 Address: 617 Lamar Ave. City: Brooksville State: FL Zip: 34601
 Contact person: Dianna Yoder Day Telephone 352-796-2526 Evening _____
 Alternate contact person: _____ Day Telephone _____ Evening _____
 Description of event: Family gathering after funeral services for Mr. Willie Brown Sr. Anticipated attendance: 100+
 Attendees will be: Adult Teen Elem. Preschool If youth event, number of supervising adults: _____
 Day(s) of event: M - T - W - Th - F - Sa - Su Start date of event: 05/03/14 Ending date: 05/03/14
 Time event begins: 2:00 AM PM Time event ends: 5:00 AM PM
 Set-up: Date Fri. 05/02/14 From 2:00 AM / PM, To 4:00 AM PM
 Will event be open to the general public? Yes No Admission/donation/fee**: No Yes \$ _____
 Food/merchandise sales*: No Yes Describe: _____
 Refreshments served: No Yes Describe: finger foods, tea, soft drinks
 Number of paid security officers (if applicable): 0 Scheduled from na AM / PM To na AM / PM

RATES & FEES

User Fees: The base user fee for the requested facility is \$ 265 (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

Deposit: An initial deposit equal to the Security Deposit is due when the Facility Use Agreement is signed. If the projected rental and fees exceed the basic Security Deposit, such additional amounts are to be paid not less than ten (10) days prior to the event. The User is responsible for leaving the facility in a clean and satisfactory condition upon the conclusion of the activity. The deposit will be refunded less any amount due for additional rental charges, damages or other additional services. If actual costs exceed the amount of the Deposit, such additional amounts will be due from User upon notice.

Refunds: (A) 75% of the deposit will be refunded if cancellation by applicant is received thirty (30) or more calendar days before the event date, or (B) 50% if canceled less than thirty (30) calendar days and the facility is subsequently leased for the same day/time period to another user, 25% if not re-leased.

USE AGREEMENT TERMS

1. Use rates include utilities and waste removal. Damages are the responsibility of User, reasonable wear and tear accepted, as well as the cost of any additional rental periods or services.
2. Alcoholic beverages are prohibited in City Parks except within the Jerome Brown Community Center if/when an Alcoholic Beverage Distribution/Consumption Permit has been issued by the Parks and Recreation Director or authorized agent. Smoking is prohibited inside facilities. No illegal drugs, gambling or games of chance are allowed anywhere in City Parks. Any violation of the terms of this Agreement could at the City's option result in forfeiture of the deposit, and/or arrest and prosecution.
3. No activities are permitted to extend beyond 12:00 a.m. (midnight), unless approved in advance of the activity by the City's Parks and Recreation Director or authorized agent.
4. If required by the City, the User shall hire at his/her own expense, law enforcement officers for crowd control at events. Brooksville Police Officers will be utilized when available.
5. No admission charges or sale of items will be allowed without prior written permission from the Director of Recreation. If approved, User will be responsible for collection and payment of applicable sales and any other taxes.
6. User will be responsible for obtaining all necessary licenses and permits, including Alcoholic Beverage License, and any required Health Department permits, for provision of food.
7. Applications are to be submitted a minimum of ten (10) days prior to the requested lease dates, unless this requirement is modified by the Parks and Recreation Director or authorized agent. Fees are tentative and this application is subject to review and approval by the Parks and Recreation Department Director. The City reserves the right to cancel, postpone, or reschedule this event due to facility maintenance, inclement weather, public safety requirements or if facility is needed for emergency or other use by the City. The City's liability in such instances will be limited to the amount paid by applicant to use the facility, and upon refund to applicant, will serve as a general release of liability. The City's only obligation to the User will be refunding User's full deposit.
8. User assumes responsibility for any damages to the facility and injury to participants which are the result of the conduct or negligence of User and/or User's agents and guests. Liability and Property Damage Insurance is required for the use of the Jerome Brown Community Center and other designated facilities. A Certificate of Insurance with minimum limits of \$100,000/300,000/100,000; or \$300,000 Combined Single Limit, with the City as an Additional Named Insured and Certificate Holder, is to be provided to the City not less than seven (7) calendar days before the event. The City reserves the right to request higher limits to a maximum of \$100,000/300,000/500,000 or \$500,000 CSL depending on the proposed usage.
9. The City shall not be responsible for any damage or injury that may happen to the User, its agents, assistants, employees, patrons, guests, invitees, servants, or property from any cause whatever (unless occasioned by the sole negligence of the City) during the period covered by the Agreement. The User for itself, its agents, assistants, and employees expressly releases the City and agrees to hold the City harmless and to indemnify the City against any claim for loss, damage, injury or other liability arising out of the actions, fault, or negligence of the User, its agents, assistants, or employees, during the term of this Agreement.
10. The parties hereto understand that this Agreement will be interpreted pursuant to the laws of the State of Florida and the parties further agree that the venue of any legal action concerning the Agreement will be Hernando County.
11. This application, when executed by both parties, becomes a legally enforceable contract and User agrees to comply with all the terms and conditions set forth herein, and to all City Rules and Regulations. The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.

To the best of my knowledge, all information on this application is correct. I have received, read, understand, and will comply with the provisions of this Facility Lease Agreement, and that this Agreement is not approved until execution by the City.

Name: _____ Signature: _____ Date: _____
 Applicant/User

Insurance Required: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes; Certificate naming City as "Additional Insured" attached <input type="checkbox"/> No <input type="checkbox"/> Yes	
Alcoholic Beverage Distribution/Consumption Permit <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Attach copy of signed permit)	
Base Rent \$ <u>265</u>	Other \$ _____ Total Estimated Cost \$ <u>205.-</u> Total Estimated Deposit \$ <u>200.-</u>
Initial Deposit (minimum 50% of estimated total) \$ <u>200.-</u> Received by _____ Date _____ Balance Due (10 days prior to event) \$ _____	
Application Approved By: <u>[Signature]</u> Date: _____	
Not valid unless signed by Director of Parks and Recreation or Authorized Agent.	

Attachment 3

Special Event Fee Waiver Policy

Section 1. Definitions

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

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

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

Section 2. Special Event Fees and Waivers

- A. Fee Waiver funding is available as determined at the sole discretion of the City Council.

- B. Applicants may request a full or partial Fee Waiver of Special Event Permit Fees. A request for a Fee Waiver must be submitted with a Special Event permit application. The City may, in its discretion, approve all, part, or none of a Fee Waiver request. The following will be considered in review of a request for a Fee Waiver:
 - 1. The event must be held within the city boundaries and is a benefit to the community.

 - 2. The event is open to the public. Preference will be given to those events where all or a majority of activities (75 percent or more) are available at no cost to attendees.

 - 3. The event is supported by business, community and/or service groups. Preference will be given to events that have been coordinated with and supported by business, community and/or service groups within the specific city area where the event will take place.

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

Section 3. Special Event Applications

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

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

Section 4. Approval/Denial of Special Event Permit

- A. The completed application will be reviewed by appropriate department director. The applicant may be required to provide additional information. Denied applications may be amended and resubmitted.
- B. Reasons for denial of a Special Event permit include, but are not limited to:
 - 1. The City lacks the resources to provide the services that are required for the event.
 - 2. A requested facility or site is not available at the time requested.
 - 3. The event requests use of city streets at a time, or for a duration, that would create too great an impact on the public transportation system, city traffic or public safety.
 - 4. The applicant submitted false information in connection with the application.
 - 5. The applicant has failed to complete all aspects of the application and/or provide insurance certificates in the amounts stated in Section 3. D. of this policy.
- C. If the Special Event application is approved and no Fee Waiver has been approved, the City Clerk will collect the appropriate fee before issuing the permit. If the Special Event application is approved and a Fee Waiver has been approved in full or part, the City Clerk will issue the permit after the collection of remaining fees due, if any.

- D. If the Special Event application is denied, the City Clerk will notify the applicant orally immediately and in writing within 3 days, giving the reason for denial. If time permits, the applicant may correct the reasons for denial and resubmit the application for approval. If an applicant is again denied a permit, the applicant may appeal the denial, within 14 days of the date of the written denial by filing a written notice of appeal with the City Manager. The appeal shall be heard at the next available meeting of the City Council, following the date the appeal is filed. The appeal shall be decided by the City Council and is final.

Section 5. Effectiveness of Special Event Permit

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

Section 6. Violation of a Special Event Permit

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

APPROVED BY CITY COUNCIL: October 15, 2012

Amended _____

CERTIFIED POLICY NO. 3-2012:

____s/T. Jennene Norman-Vacha____
T. Jennene Norman-Vacha
City Manager

Attachment 4

FEES WAIVERS APPROVED BY COUNCIL FOR FY2013/14

Council Meeting Approved	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	Streets	Community Dev.	Parks & Recreation				
10/1/2013		Council Approved Amt.								7,000.00	
8/19/2013	10/4/2013	HHS Homecoming Parade	527.40					527.40	527.40	6,472.60	
9/16/2013	10/12/2013	JSL Fun Run	280.80					280.80	280.80	6,191.80	
9/16/2013	10/19/2013	Brooksville Cycling Classic	2,574.52		502.88	100.00		3,177.40	3,177.40	3,014.40	
9/16/2013	11/9/2013	Veteran's Parade	624.50					624.50	624.50	2,389.90	
10/7/2013	3/15&16/14	Art in the Park					600.00	600.00	600.00	1,789.90	
10/7/2013	11/2/2013	Thanksgiving Dinner					305.00	305.00	305.00	1,484.90	
11/4/2013	12/14/2013	Christmas Parade	1,973.26	576.59	651.00			3,200.85	2,200.85	-715.95	
1/6/2014	1/21/2014	MLK Parade	1,540.62		120.00			1,660.62	1,660.62	-2,376.57	
1/6/2014	5/5/2014	Children's Week					370.00	370.00	370.00	-2,746.57	
3/3/2014	3/22/2014	Grace World Outreach 5K					275.00	275.00	275.00	-3,021.57	
3/3/2014	4/5/2014	Blueberry Festival Kickoff	295.20		100.00			395.20	395.20	-3,416.77	
3/3/2014	4/12&13/14	Blueberry Festival	5,551.86	1,509.84	4,900.00			11,961.70	11,961.70	-15,378.47	
4/21/2014	5/3/2014	H.C. Downtown Country	415.00					415.00	415.00	-15,793.47	
5/6/2014	8/2/2014	Early Learning Coalition					212.50	212.50	212.50	-16,005.97	
5/6/2014	9/13/2014	Dawn Center 5k					275.00	275.00	275.00	-16,280.97	

TOTALS 24,280.97 1,000.00 **23,280.97**

Attachment 5

BUDGET AMENDMENT FORM

Fiscal Year 2013 - 2014

Account Name/Dept	Account Number	Approved Budget FY 2013-14*	Increase	Decrease	Amended Budget FY 2013-14
Reserves for Contingencies	001-000-284-30010	\$276,666.03		\$265.00	\$276,401.03
City Council Special Event	001-010-511-59901	\$23,280.97	\$265.00		\$23,545.97
TOTAL		\$299,947.00	\$265.00	\$265.00	\$299,947.00

*Approved budget as previously amended.

Reason for Amendment: The Willie Brown Family Gathering - JBCC Fee Waiver

Department Director Signature

Date

Finance Director Signature

Date

City Manager Signature

Date

Approved by City Council, during Regular Session:

Date

City of Brooksville Proclamation

Whereas, the law enforcement officers are guardians of life and property, defenders of the constitutional rights of free men and women, and dedicated to the preservation of life, liberty and the pursuit of happiness; and,

Whereas, law enforcement officers protect our rights and freedoms, keep our streets and neighborhoods safe, and our families secure; and,

Whereas, these dedicated professionals make a valuable difference in our communities by upholding the principle that no one is beyond the protection or reach of the law; and,

Whereas, the City of Brooksville would like to recognize the dedication of the brave men and women who devote their lives to protecting and serving our communities; particularly our own police officers.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim the month of May 2014, as:

“Law Enforcement Awareness Month”

in Brooksville and call upon all our citizens in this community to especially honor and show our sincere appreciation for the City of Brooksville Police Department, Hernando County Sheriff's Department, Florida Highway Patrol, the Florida Department of Law Enforcement and the Florida Fish and Game Commission by deed, remark and attitude.

In Witness Whereof, we have hereunto set our hand and caused the seal of the City of Brooksville, Florida, to be affixed this 19th day of May, 2014, A.D.

City of Brooksville

Kevin Hohn, Mayor

Frankie Burnett, Vice Mayor

Joe Bernardini, Council Member

Joseph E. Johnston, III, Council Member

Lara Bradburn, Council Member

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

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

MINUTES

August 19, 2013

7:00 P.M.

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

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

PRESENTATION & REQUESTS FOR WAIVERS

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.

City Manager Norman-Vacha reviewed the item.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Burnett for approval of the waiver in the amount of \$527.40 subject to budget approval for the funds. Motion carried 5-0.

CITIZEN INPUT

Mayor Bradburn called for public input.

Pierre DesJardins thought something was on the agenda for red light cameras because something was distributed around town concerning this. He pointed out there are four cameras between Wiscon and downtown on Highway 41. He advised the study that was to take place within 6 months after the initial install was never done. He feels it is a huge disservice to citizens by having them and does not come to the city often now because of them.

Sally Sperling agreed with Mr. DesJardins. She asked about a rumor going around about a 4-mile flea market through downtown. City Manager Norman-Vacha advised she has heard of this but it has not been finalized.

Randy Scott had a copy of the flyer being distributed and also did not agree with the red light cameras's. He felt it to be a hazard and just to get money. He avoids coming into downtown as well.

REGULAR COUNCIL MEETING MINUTES – AUGUST 19, 2013

Bruce Cameron advised he is the one distributing the flyers, stating businesses are hurting because people are not coming into town to shop. He wanted to know when Council will apply to remove the cameras from Wiscon and Cobb Roads.

Doug Davis felt the cameras are an image problem and should be removed. He advised he is a Veteran and stated that Veterans are allowed to salute the flag and asked that Council spread the word.

Dan Patrick felt he is the one who changed the business status on U.S. 41 and urged Council to remove the cameras as they are hurting businesses.

Robert Osmond suggested that if Council really wants to improve the local economy it has to stop getting in the way of business. He recommended a referendum to unincorporate the City of Brooksville and, referencing his son's car accident, demanded the immediate resignation of Police Chief Turner for incompetence.

Richard Shaw suggested that if there is that much of a problem at the intersections to put Police Officers at them to write tickets, with the ability to explain the infraction.

Sandra Roth, speaking of the Budget Workshop, reviewed that at the last meeting Vice Mayor Hohn recused himself regarding Fluoridation for conflict of interest. Regarding the removal of the Police and Fire Departments, as suggested by Vice Mayor Hohn, she requested Council cancel the discussion for Fluoridation at the next Budget Workshop, August 27, and discuss Vice Mayor Hohn's recommendations instead. She distributed her concerns to Council (Attachment A).

Ramone Gutierrez believed red light tickets count against offenders' points on their license. He urged Council to eliminate the red light cameras as well.

Lisa Shaw advised she has gotten red light cameras tickets turning right on red and felt there to be a better way to raise money.

Rick Ballou advised his biggest problem is the red light cameras as well, relaying incidences of near accidents of himself personally and asked that something be done about the flashing of the cameras.

Pat MacTinac reviewed his concerns for the red light cameras as well. He advised getting rid of the cameras and requesting extended timing on the yellow lights.

Shirley MacTinac advised that between June and July the City has collected over \$2,348,000 in red light camera tickets and advised citizens could be spending that money in the community instead of giving it to the state. She again urged Council to ask for extended yellow lights.

Dr. Johnny Johnson urged Council to read his latest e-mail regarding Fluoridation. He stated there are no health issues for water fluoridated below 4 ppm and urged Council to return it to the City's water. He will come to speak on fluoridation but requested no cameras at the debate.

REGULAR COUNCIL MEETING MINUTES – AUGUST 19, 2013

Deborah Howard stated she is a member of a patriot group that escorts deceased Veterans through the State of Florida to various National cemeteries. She advised there have been two such escorts in as many months to Bushnell through Brooksville. Everyone was warned of the red light cameras and there were five stops made to get through Brooksville. She expressed extreme embarrassment at having to do this. Council Member Bernardini asked if the Police escorts are free and Ms. Howard advised they aren't charged.

Mayor Bradburn advised coordinating in the future with the Chief of Police.

CONSENT AGENDA

Minutes

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

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.

Duke Energy Distribution Easement Agreement at McKethan Park

Consideration of easement for light poles at McKethan Park.

Vice Mayor Hohn noted that on page 2 of the March 18, 2013 minutes, the reference to Vice Mayor Bradburn should read Mayor Bradburn.

Motion:

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

Council Member Bernardini advised there is a meeting on August 26th for the Brownfields.

REGULAR AGENDA

Healthcare Reform and Employee Medical Insurance Coverage Renewal

Consideration for renewal of employee benefit insurance coverage for FY2014.

City Manager Norman-Vacha briefly reviewed the item as detailed in the staff report and introduced Shawn Fleming and Anna Marie Studley of the Gehring Group to review healthcare reform.

Mayor Bradburn advised the increase went from 33% increase to 7%. This, as noted by City Manager Norman-Vacha, was due in part to delayed instituting of the healthcare reform until 2015, but also due to staff negotiation.

Mr. Fleming reviewed the coming healthcare reform as detailed in Attachment B. He advised that even with the minimal increase, rates are still below those in 2009.

REGULAR COUNCIL MEETING MINUTES – AUGUST 19, 2013

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Burnett for approval of the renewal. Motion carried 5-0.

Southern Hills Plantation (SHP) Home Owner's Association (HOA) Request for Balance of Bond Money

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

City Manager Norman-Vacha advised the information to be submitted to Council regarding the amount of the refund is still being worked on and will be presented at the next meeting.

Margaret Bloomquist, Director, Southern Hills Plantation HOA, was in attendance and agreed with the City Manager to meet with the HOA to review the numbers.

Council consensus was to table the item as requested by staff.

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.

City Manager Norman-Vacha reviewed the item. She advised should Council approve moving forward a task order and hard costs will be processed for Council review.

Vice Mayor Hohn would like to see a firm number when returning to Council. Council agreed.

Motion:

Motion was made by Vice Mayor Hohn and seconded by Council Member Johnston for approval of award to move forward, initiate a task order and return to Council with the results. Motion carried 5-0.

City Manager Norman-Vacha advised copies are available to Council and she welcomes feedback from Council.

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.

Fire Chief Tim Mossgrove reviewed the Ordinance citing revisions to Sections 1 and 15, advising these changes need to be made by September 30, 2013, to ensure the continuation of the plan's tax qualified status.

Mayor Bradburn asked if any changes result in an increase of the City's liability? Fire Chief Mossgrove wasn't certain but will consult with the attorney for the board and will have an answer for the second reading.

REGULAR COUNCIL MEETING MINUTES – AUGUST 19, 2013

City Manager Norman-Vacha indicated it to be her understanding that the changes, which have to be adopted by October 1st, do not impact the City's liability. She advised Attorney Christensen will be in attendance for the second reading.

Motion:

Motion was made by Council Member Burnett and seconded by Vice Mayor Hohn for approval of Ordinance No. 754-E.

City Clerk Peters read Ordinance No. 754-E by title, as follows:

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.

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

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

2013 Great Brooksvillian Selection

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

Mayor Bradburn advised the Committee has reviewed the nominees and Sally Sperling, Screening Committee Chair is present for any questions. Chairman Sperling reviewed and brief discussion followed.

City Clerk Peters advised the total scores indicated on the minutes of the committee meeting for July 27, 2013, were reversed for the first and second place nominees. She advised Council can either vote individually, as in the past, or motion to select.

Motion:

Motion was made by Council Member Bernardini and seconded by Mayor Bradburn, who passed the gavel to Vice Mayor Hohn, for approval of John Emerson as the 2013 Great Brooksvillian, which was the Committee suggestion. Motion carried 5-0.

REGULAR COUNCIL MEETING MINUTES – AUGUST 19, 2013

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

After brief discussion of the importance of attending/participating in the meetings, Council consensus was to keep their boards as indicated.

CITIZEN INPUT

Mayor Bradburn asked for citizen input.

Robrt Osmond asked how many full and part time employees there are. City Manager Norman-Vacha advised she would talk to him after the meeting.

ITEMS BY COUNCIL

Joe Bernardini, Council Member

Ad valorem Tax Information

Council Member Bernardini asked Vice Mayor Hohn to review the percentages he spoke of at the budget workshop. Vice Mayor Hohn advised, based upon information received from the Tax Assessor for last year, 26% pay something up to \$150. City Manager Norman-Vacha verified that, of 4,345 tax payers, 3,094 residents pay \$150 or less, of that 533 pay \$0. The remainder of 1,151, or 25%, pay more than \$150. She will send the information to all of Council via e-mail.

Red Light Cameras

He advised at 41 & Cortez the red light cameras flashes constantly. He asked who certifies the cameras for calculating speed on rights on red.

He asked for confirmation that the tickets do not go against the offenders' insurance. Mayor Bradburn did not think that was the case but will have staff check.

Council Member Bernardini advised Council had asked that the yellow lights be timed to the maximum but the paper said some were actually shortened. Mayor Bradburn advised that the maximum was the lower level. City Manager Norman-Vacha advised the report from the engineer states a formula is used by the FDOT. Some were lengthened some were shortened as required.

Further, Council Member Bernardini stated he didn't realize that the City of Brooksville has more cameras per capita than any other city in the state. Mayor Bradburn didn't agree with that analogy.

REGULAR COUNCIL MEETING MINUTES – AUGUST 19, 2013

He asked if Council was going to address the request of the Board of County Commissioners to remove the two cameras they say they control. Vice Mayor Hohn would like to get a legal opinion. Mayor Bradburn stated it is on the Commission to show the legality of their claim. Council Member Bernardini asked if a letter would be sent. Council Member Johnston advised there is the issue of the contract with Sensys and felt a letter should be sent. Mayor Bradburn will craft a letter.

Frankie Burnett, Council Member

Brownfields Community Task Force

Council Member Burnett advised the next meeting will be at 5:30 on October 26th at Coney Island.

Medical Coverage

He gave kudos to staff for negotiations with the employee medical coverage.

Start of School

Council Member Burnett advised the first day of school is upon us and encouraged everyone to be careful.

Crosswalks

He advised that at intersections with red light cameras people are going by the crosswalk countdown, which does not coincide with the changing of the light.

Council Member Burnett gave kudos to the City Manager and staff for their continued work.

Joseph E. Johnston, III, Council Member

Red Light Cameras

Council Member Johnston advised the CTN item from Hernando County regarding the lights may have led some to believe the item would be on the agenda.

Crosswalks

He advised pedestrian crosswalks are not for traffic light references.

Medical Coverage

He also thanked the City Manager and staff for their work on the medical costs.

Fire Assessment

Council Member Johnston advised Mrs. Roth that the City Manager had been directed to bring the subject back to the workshop in February.

Kevin Hohn, Vice Mayor

Red Light Cameras

Vice Mayor Hohn advised a new member at Southern Hills who is the head of the U.S. Highway Safety Commission will be providing federal studies which have shown contradictions to the hand-made studies from around the country on safety.

REGULAR COUNCIL MEETING MINUTES – AUGUST 19, 2013

Medical Coverage

He also thanked the City Manager for their work on negotiating the medical costs.

Vice Mayor Hohn advised he will be out of town for the next two meetings but will be providing written statements on the issues.

T. Jennene Norman-Vacha, City Manager

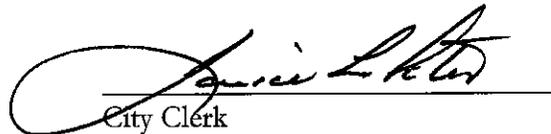
City Manager Norman-Vacha advised the next meeting is August 27th, at 6:00 p.m. That is a Budget Workshop and will be on Fluoride.

Lara Bradburn, Mayor

Mayor Bradburn advised she is looking forward to the workshop on Fluoride.

ADJOURNMENT

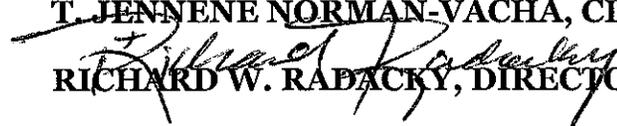
There being no further business to bring before Council, the meeting adjourned at 9:26 p.m.


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: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 
FROM: RICHARD W. RABACKY, DIRECTOR OF PUBLIC WORKS 
SUBJECT: REVISED FDOT TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

DATE: MAY 9, 2014

GENERAL SUMMARY/BACKGROUND: The City of Brooksville entered into a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT) on July 15, 2002, for the maintenance of traffic signals in the City. The agreement is still in effect and the funds received from FDOT are passed on to Hernando County Transportation Services Department, for providing traffic signal maintenance services to the City. A total of 14 intersections are the responsibility of the City for maintenance.

The revisions in the Agreement include compensation for new traffic signals and additional warning beacons and other devices; clarifies language on the responsibility for maintenance of mast arms; requires an annual report with performance measures to include detection device malfunction repairs or restoration within sixty days; and each traffic signal shall receive at least one minor preventative maintenance inspection per year.

The intent is that this revised Agreement will be used for the period July 1, 2014 through June 30, 2015, during which time the FDOT will begin negotiations for a new agreement. The new agreement will include additional performance measures and a review of the overall compensation structure.

BUDGET IMPACT: The City will receive \$27,370.65 from the FDOT for traffic signal maintenance for Fiscal Year 2014/15. The funds are used to provide maintenance of the State's traffic signals and beacons within the City. Currently the City has an agreement with the Hernando County Board of County Commissioners for these services. The received monies from FDOT help provide funding for signal and beacon maintenance costs borne by the City.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Florida Constitution/Section 166.011, Florida Statutes) to consider matters of fiscal and intergovernmental benefit.

STAFF RECOMMENDATION: Staff recommends that the City Council approve the revised FDOT Traffic Signal Maintenance and Compensation Agreement, effective July 1, 2014 through June 30, 2015, and authorize the Mayor to sign the agreement.

ATTACHMENTS: 1. Letter from FDOT, dated 04/25/14
2. Revised Agreement

Attachment 1



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.
SECRETARY**

April 25, 2014

To: Traffic Signal Maintaining Agencies

Re: Traffic Signal Maintenance and Compensation Agreement

Dear Colleagues:

At the outset, I want to thank the Maintaining Agencies, FACERS and Department staff for the valuable input and feedback in finalizing the revised *Traffic Signal Maintenance and Compensation Agreement*. The intent is that this Agreement will be used for the period July 1, 2014 through June 30, 2015 and we will begin negotiations for an Agreement that will be used in future years. The revisions in this Agreement include compensation for new traffic signals and additional warning beacons and other devices; clarifying language on the responsibilities for maintenance of mast arms; a requirement of an annual report with performance measures to include detection device malfunction repairs or restoration within sixty days; and each traffic signal shall receive at least one minor preventative maintenance inspection per year.

The Department is requesting that this new Agreement be signed by all Maintaining Agencies and returned to the Department by June 15, 2014 so that the Agreement can be executed effective July 1, 2014. If your Agency is unable to meet the June 15, 2014 deadline, please contact your local District Traffic Operations Engineer and let them know of the anticipated date by when the Agreement will be signed.

The Department intends to begin negotiations for developing a new Agreement for future years, which will include additional performance measures, and a review of the overall compensation structure and all contract language. The Department is committed to discussing compensation, performance measures or other aspects of the Agreement during negotiations. In preparing for these negotiations, we will be requesting the Maintaining Agencies to provide information on the costs for operating and maintaining traffic signals and other devices on the state highway system. This information was very helpful during the initial discussions for developing the compensation amounts that are currently used.

Once again, thank you for your assistance, and we look forward to our continued partnership in providing traffic signal services on the state highway system. The Department looks forward to working with all parties on developing the future Agreement. If any Maintaining Agency has any questions concerning the Agreement, they should contact their local District Traffic Operations Office.

Sincerely,

Mark C. Wilson, P.E.

State Traffic Operations Engineer

cc: Ananth Prasad, P.E., Secretary
District Secretaries
District Traffic Operations Engineers

Attachment 2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
4/14
Page 1 of 6

CONTRACT NO. AM706
FINANCIAL PROJECT NO. 40592038802
F.E.I.D. NO. 596000284001

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Brooksville, Florida, herein called the "Maintaining Agency".

WITNESSED:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.

2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3rd party. If the Maintaining Agency is unable to recover the costs from a 3rd party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

7. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

8. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

9. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
4/14
Page 3 of 6

The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

13. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

14. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

16. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

17. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

18. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

22. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

**STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION**

City of Brooksville, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: Kevin S. Hohn

Print/Type Name: _____

Title: Mayor

Title: _____

Attest: _____
Janice L. Peters (Seal if Applicable)
City Clerk

Attest: _____

Reviewed: The Hogan Law Firm, LLC
City Attorney

Legal Review: _____

Date

Attorney

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be: $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be $\$675 \times (2/3) = \450

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

Unit Rates per 100% State Intersections

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed Activated Warning Displays (SAWD) (0.05*TS)	Traffic Warning Beacon (TWB) (0.05*TS)
	11-12	\$2,701	\$675			
12-13	\$2,782	\$696				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.



**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: PARK/FACILITIES MOWER PURCHASE AND MOWER SURPLUS
DATE: MAY 8, 2014

GENERAL SUMMARY/BACKGROUND: The Parks/Facilities Department is requesting the purchase of one (1) 2014 Gravely Pro Turn 148 Commercial mower, model number 991079, to be utilized in the maintained landscaped medians and park properties from State Contract vendor General Auto Parts. This purchase was not budgeted in FY 2014. We anticipated being able to make it through this year with our current mowers and would have requested to purchase a new mower in the upcoming budget year.

A couple of weeks ago, one of our mowers broke down. The broken mower was purchased in FY 2006. We have priced a repair. The repair requires a new engine, tires, and a belt totaling \$2,635.25 so that it can be operational. The repair quote is included as Attachment 1.

Due to the cost for repair, we believe it to be in the City's best interest to surplus the current broken mower and another mower purchased in FY 2006 that no longer has a useable mowing deck attached to it (we have used it for parts), using them as a trade-in on a new mower purchase. Pictures of the requested surplus mowers are included as Attachment 2.

The state contract price for the requested mower is \$6,473 plus \$185, to include a controlled baffle to prevent grass discharge into the public streets, for a total of \$6,658. The City will receive a total of \$2,050 in trade-in value for the requested surplus mowers, which includes an additional \$400 discount offered to the City from General Auto Parts. The funds would need to come from the Equipment Replacement Fund 503. The purchase is recommended through General Auto Parts, in the amount of \$4,608. The quote for purchase and trade-in value of requested surplus mowers is included as Attachment 3.

BUDGET IMPACT and BUDGET AMENDMENT: The funds are available in the Equipment Replacement Fund 503 if the appropriate Budget Amendment is approved to release monies from the Reserves for Contingencies line item. A Budget Amendment is provided as Attachment 4. The FY 2014 budget amendment request is to increase the Machinery and Equipment expenditure line item (General Ledger Account # 503 000 166 19037) with an offsetting reduction in the Reserves for Contingencies within the Equipment Replacement Fund 503. As of May 2014 there is \$7,970 available in Reserves.

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

STAFF RECOMMENDATION: Staff recommends that Council approve the purchase of the 2014 Gravely Pro Turn 148 commercial mower, model number 991079 in the amount not to exceed \$4,608 from General Auto Parts (State Contract vendor) and approve the attached FY 2014 Budget Amendment as stated above.

ATTACHMENTS:

1. Repair Quote from General Auto Parts, Inc.
2. Pictures of Surplus Mowers
3. Quote for Purchase from General Auto Parts, Inc.
4. Budget Amendment

Attachment 1



GENERAL AUTO PARTS, INC.
 804 W. M L K BLVD
 BROOKSVILLE, FL 34601
 (352)796-2522



BILL TO 503780		SHIP TO 503780		PG 1 OF 1		
CITY OF BROOKSVILLE PARKS 201 HOWELL RD BROOKSVILLE, FL 34601		CITY OF BROOKSVILLE PARKS 201 HOWELL RD BROOKSVILLE, FL 34601				
		(352)540-3830		ON HOLD		
GENERAL AUTO PARTS, INC.				** THIS IS NOT AN INVOICE **		
MTH. DAY YR. WRITER 5/08/14 DIS		CUSTOMER P.O. NUMBER 267156		TERMS CASH		
				SHIP VIA COUNTER		
REFERENCE NUMBER 001-000000						
QUANTITY ORDERED	QUANTITY SHIPPED	BACK ORDERED	PART NUMBER AND DESCRIPTION	CODE	PRICE (LIST & SELL)	NET AMOUNT
REPAIR OF UNIT R-1758 EXMARK MOWER IS FUTILE...WILL NEED NEW ENGINE , TIRES , BELTS , ETC AND STILL MACHINE IS BEYOND ITS SERVICE LIFE..... ESTIMATE BELOW						
1	1	BYO	KOH PSCV25R ENGINE ASSY		2155.000 EA	2155.00
2	2		STE 160212 CST TIRE	232.830	125.370 EA	250.74
1	1	BYO	PIX AB150K BELT		61.509 EA	61.51
2.40	2.40		LAB LABOR LABOR	95.000	70.000 EA	168.00
ESTIAMTE TO JUST GET RUNNING / MOWING \$2635.25						
UNIT R-1684 IS ALSO BEYOND IT'S SERVICE LIFE AND WILL NEED EXTENSIVE REPAIRS TO BECOME SAF AND RELIABLE....						
			GOODS RECEIVED BY X		SUB-TOTAL 2635.25 TAX .00	
				TIME PREPARED 10:20		TOTAL 2635.25

TERMS: POSITIVELY NO GOODS ACCEPTED FOR CREDIT WITHOUT OUR PRIOR AUTHORIZATION AND INVOICE NUMBER.
 15% HANDLING CHARGE ON GOODS RETURNED WHEN SUPPLIED AS ORDERED. ERRORS AND OMISSIONS EXCEPTED.



001267156

Attachment 2



REFER TO OWNER'S MANUAL  ADD CHECKING OIL LE

IMPORTANT ENGINE INFORMATION
THIS ENGINE MEETS U.S. EPA PH2 AND 2006 AND LATER CALIFORNIA
EXH/EVP EMISSION REGULATIONS FOR SI SORE. DATE OF MFG. 0608
FAMILY I.D. 6KAXS. 5852CB
DISPLACEMENT 585CC (0.585L) EMISSIONS COMPLIANCE PERIOD: CATEGORY
REFER TO OWNER'S MANUAL FOR MAINTENANCE SPECIFICATIONS AND ADJUSTMENTS
Kawasaki KAWASAKI MOTORS MANUFACTURING CORP., U.S.A.
e13x97/68SN4G2*2002/88x0034x00
ENGINE FAMILY: KAXS. 585N4CS



Attachment 3



GENERAL AUTO PARTS, INC.
 804 W. M L K BLVD
 BROOKSVILLE, FL 34601
 (352)796-2522



BILL TO 503780		SHIP TO 503780		PG 1 OF 1		
CITY OF BROOKSVILLE PARKS 201 HOWELL RD BROOKSVILLE, FL 34601		CITY OF BROOKSVILLE PARKS 201 HOWELL RD BROOKSVILLE, FL 34601 (352)540-3830		ON HOLD		
GENERAL AUTO PARTS, INC.				** THIS IS NOT AN INVOICE **		
MTH. DAY YR. WRITER 5/09/14 DIS		5/09/14 CUSTOMER P.O. NUMBER 267182		REFERENCE NUMBER 001-000000		
TERMS CASH		SHIP VIA COUNTER				
QUANTITY ORDERED	QUANTITY SHIPPED	BACK ORDERED	PART NUMBER AND DESCRIPTION	CODE	PRICE (LIST & SELL)	NET AMOUNT
QUOTE FOR NEW GRAVELY PRO TURN 148 MOWER						
STATE CONTRACT PRICING						
1	1	BYO	GRA 991079 PROTURN148		6473.000 EA	6473.00
1	1		GRA 79210300 KIT- OC CHUTE	424.290	185.000 EA	185.00
1	1		MIS TRADE IN EXMARK P1684	M	1250.000 EA	1250.00CR
1	1		MIS TRADE IN EXMARK R-1758	M	400.000 EA	400.00CR
1	1		MIS DISCOUNT NEGOTATED	M	400.000 EA	400.00CR
THIS IS A DELIVERED PRICE AND ALSO INCLUDES THE FIRST SERVICE AND EXTRA BLADES AT NO CHARGE						
			X GOODS RECEIVED BY		SUB-TOTAL	4608.00
					TAX	.00
			TIME PREPARED 10:56		TOTAL	4608.00

TERMS: POSITIVELY NO GOODS ACCEPTED FOR CREDIT WITHOUT OUR PRIOR AUTHORIZATION AND INVOICE NUMBER.
 15% HANDLING CHARGE ON GOODS RETURNED WHEN SUPPLIED AS ORDERED. ERRORS AND OMISSIONS EXCEPTED.



001267182

Attachment 4

BUDGET AMENDMENT FORM

Fiscal Year 2013 - 2014

Account Name/Dept	Account Number	Approved Budget FY 2013-14*	Increase	Decrease	Amended Budget FY 2013-14
Equipment Replacement Fund 503	503-000-272-30070	\$7,970.00		\$4,608.00	\$3,362.00
Machinery and Equipment	503-000-166-19037	\$0.00	\$4,608.00		\$4,608.00
TOTAL		\$7,970.00	\$4,608.00	\$4,608.00	\$7,970.00

*Approved budget as previously amended.

Reason for Amendment: Parks & Recreation Mower Purchase

Department Director Signature

Date

Finance Director Signature

Date

City Manager Signature

Date

Approved by City Council, during Regular Session:

Date



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. J. Norman-Vacha*
VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR *BG*
FROM: STEVEN E. GOULDMAN, AICP, CITY PLANNER
SUBJECT: RESOLUTION NO. 2014-06 - VAC 2014-01—GEORGE KIRSHY, DBA LUIGI'S PIZZA OF BROOKSVILLE, INC. PETITION TO VACATE RIGHT-OF-WAY
DATE: MAY 19, 2014

GENERAL SUMMARY/BACKGROUND: George Kirshy, dba Luigi's Pizza of Brooksville, Inc., has petitioned the City to vacate the public's interest in a portion of Lot 12, Block 10, Section 2 of the Halemont Addition. The property is located at the northeast corner of the intersection of Veteran's Avenue and Fridy Place. It is the intent of the applicant to utilize the property for customer parking for his business situated on the adjacent lot. The petitioner has utilized the property to be vacated for parking since as early as 1979 and in fact received permission from the City Attorney to do so on June 6, 1979 (Attachment 1).

The right-of-way vacation petition has been circulated to potentially affected utility companies and City departments for review. Responses, noting concerns have been received from Brighthouse Networks and the City's Utility Division. The petitioner has responded by indicating a willingness to provide an easement over the entire property to be vacated.

BUDGET IMPACT: The item will have no impact on the City's operating budget.

LEGAL REVIEW: As provided in Florida Statutes § 166.021 (1) and as outlined in the City of Brooksville's Charter, the City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. Additionally, Florida Statutes § 336.09 specifically allows City Council to vacate, abandon, discontinue and close any existing public or private street, alleyway, road, highway, or other place used for travel, or any portion thereof, other than a state or federal highway. The City Attorney has reviewed the Resolution for legal sufficiency.

PLANNING AND ZONING COMMISSION AND STAFF RECOMMENDATION:

At their April 9, 2014 meeting, the Planning and Zoning Commission concurred with staff findings and recommended City Council approve Resolution No. 2014-06 for the right-of-way vacation request, with the condition that a n easement for public and private utilities be provided over the entire parcel to be vacated.

- ATTACHMENTS:**
1. City Attorney Correspondence Dated June 6, 1979
 2. Petition to Vacate
 3. Site Survey
 4. Public Utility Correspondence
 5. Resolution 2014-06

Attachment 1

PADGETT & ABBOTT, P.A.
ATTORNEYS AT LAW
914 CANDLELIGHT BOULEVARD
P.O. BOX 848
BROOKSVILLE, FLORIDA 33512

RICHARD G. PADGETT
GLEN C. ABBOTT

(904) 798-7204

June 6, 1979

MEMORANDUM TO: City Commission
Jesse Martin, City Coordinator
Gene Manuel, City Engineer
Jack Sullivan, City Building Department
Fred G. & Helen Kirshy

FROM: Richard G. Padgett,
City Attorney

RE: LUIGI'S PARKING LOT AND STREET ALIGNMENT,
at a portion of Lot 10 and 12, and all of
Lot 11 of HALEMONT ADDITION, Block 10.

A conference was held in my office with Fred Kirshy, d/b/a Luigi's Pizza Restaurant; Jesse Martin, City Coordinator; Jack Sullivan, City Building Department; C. E. Manuel, City Engineer; and myself. It was agreed that, due to an encroachment upon City right-of-way by Fred Kirshy, d/b/a Luigi's Pizza Restaurant, Luigi's would be permitted to have temporary exit onto West Street, from the westerly end of Lot 11 until such time as the City Commission at regularly convened session, or special session called for that purpose, can determine what the City intends to do with the right-of-way plus the additional property to the south and west of the above-described property owned by the McKethan interest.

It was further agreed that, subject to Commission action, Luigi's could use for temporary parking that portion of the City's property where the existing right-of-way is located until the matter is resolved or a further agreement is reached.


Richard G. Padgett
City Attorney

RGP:jkr

(1) VAKEMONT CIRCLE
PADGETT & ABBOTT, P.A.
ATTORNEYS AT LAW
914 CANDLELIGHT BOULEVARD
P.O. BOX 848
BROOKSVILLE, FLORIDA 33512

Richard G. Padgett
6/12/79

RICHARD G. PADGETT
GLEN C. ABBOTT

(904) 786-7204

June 7, 1979

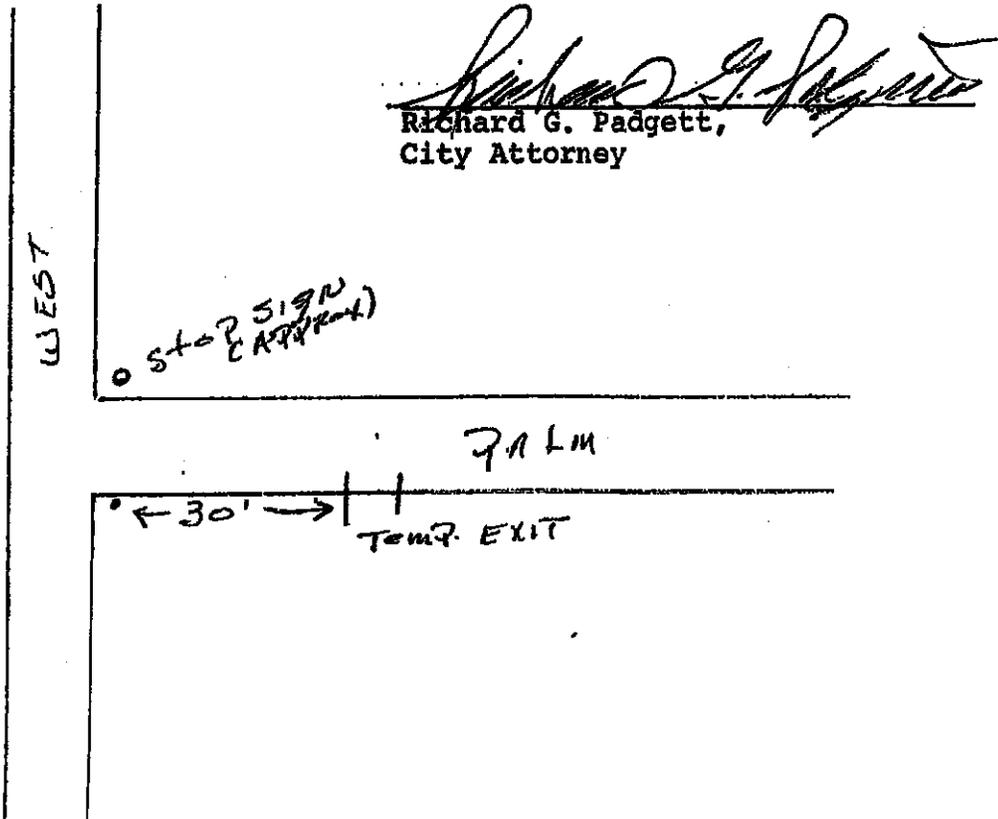
MEMORANDUM TO: Jack Sullivan,
City Building Department

FROM: Richard G. Padgett,
City Attorney

RE: Luigi's Pizza Restaurant

I hereby authorize a temporary exit from Lot 12 and over the City-owned right-of-way to Palm Avenue as it now exists, so long as the temporary exit is a minimum of thirty (30) feet away from the stop sign, or where a stop sign should be, where Palm Avenue intersects with West Street, a/k/a Daniel Avenue West.

RGP:jkr



Attachment 2



Copy

**CITY OF BROOKSVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

RIGHT-OF-WAY VACATION APPLICATION

General Location:

Applicant Information:

Applicant

Name: George M. Kirsby
d/b/a: Luigi's Pizza of Brooksville
Address: 750 S. BROAD ST.
Phone/Fax: 352-796-8700
Email: 6MKIRSBY51@YAHOO.COM

Property Owner *

Name: George M. Kirsby
d/b/a: Luigi's Pizza of Brooksville inc
Address: 750 S. BROAD ST Brooksville 34601
Phone/Fax: 352-796-8700 Fax 796-6170
Email: 6MKIRSBY51@YAHOO.COM

* If the applicant is not the property owner, state the nature of the applicant's interest in the referenced property or business, and submit a written consent from the owner along with this application. If an agent is to represent the applicant, attach a letter from the agency with the name and address of the agent.

Written consent from the owner attached, if applicable. Agent letter attached, if applicable.

Requirements:

- Application Fee in the amount of \$150.00 [Additional Administrative Fees (i.e., newspaper notice, recording fees & property owner notification mailing fees) to be determined and payable upon request].
- Narrative describing proposed right(s)-of-way to be vacated.
- Graphic depiction of right(s)-of-way to be vacated.
- Survey and legal description of right(s)-of-way to be vacated.
- Petition to Vacate and Abandon Right-of-Way.

For Office Use Only

Review:

City Council hearing date: _____

Final Decision: Approve Deny

CITY OF BROOKSVILLE
PETITION TO VACATE AND ABANDON RIGHT-OF-WAY

TO THE CITY OF BROOKSVILLE CITY COUNCIL, HERNANDO COUNTY, FLORIDA;

Petitioner, George M. Kurshy, makes application to the

City of Brooksville City Council to adopt a resolution vacating, abandoning, discontinuing and closing that (those) certain street(s) and/or road(s) described as follows:

See Exhibit "A" attached hereto

and return the same to the abutting property owners.

The Petitioner would further show that they intend to contact property owners who own property adjacent to the (streets and/or roads) described above which this petition addresses, and obtain return receipts showing proof of mailing of such notice.

The Petitioner would further show that said (streets and/or roads) is/are within the incorporated city limits of the City of Brooksville, Florida, and that the vacation of said (streets and/or roads) will not affect the ownership or right of convenient access of persons in any way whatever.

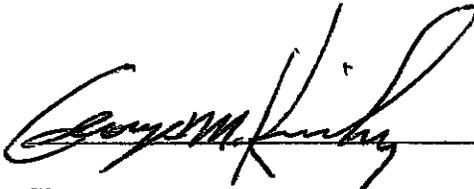
The Petitioner has further indicated that they intend to post a sign on the (streets and/or roads) described above giving notice of their intent to petition the City of Brooksville City Council to vacate said (streets and roads) .

The Petitioner applies for the vacation of (this) (these) (streets and/or roads) as provided for by City of Brooksville Ordinance No. 587 and other applicable provisions of law.

WHEREFORE, the Petitioner requests the City Council of the City of Brooksville, Florida, to accept the filing of this petition and set the same for a public hearing which will be advertised as

required by Florida Statutes at which the City Council will accept a resolution vacating, abandoning, discontinuing and closing of said (streets and/or roads) and returning the same to the abutting property owners.

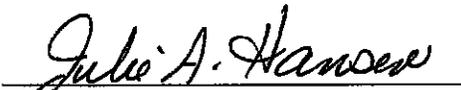
The aforementioned has been read by me and I understand fully its content.


Signature

George M. Kirsky
Typed or Printed Name

STATE OF FLORIDA
COUNTY OF Herando

The foregoing instrument was acknowledged before me this 3 day of Feb.,
2014, by George M Kirsky who is personally known to me ~~or who~~
has produced _____ as identification and who (did) (did not) take an oath.


Signature of Notary



NOTARY SEAL

Attachment 3

COFFIN & McLEAN ASSOC., INC.

Professional Land Surveying
3701 Commercial Way
P.O. Box 5145
Spring Hill, FL 34611-5145

(352) 883-5893 FAX = (352) 883-9156

Party Chief:	N/A	W.C.	14-38
Drawn By:	GORRAN	DATE:	01-22-14
Checked By:	J. COFFIN	F.R.	N/A PR. N/A

DESCRIPTION

CANCEL TO BE ACQUIRED:

Begin at the Westernmost corner of Lot 11, Block 10, Halmont Addition, Section No. 2, according to the plat thereof, as recorded in Plat Book 5, pages 34 - 35, inclusive of the Public Records of Hernando County, Florida, (said corner also being the Southeast corner for Lot 12, Block 10, of the aforesaid plat). Thence run N 61°05'24" W, a distance of 104.40 feet to the Southeast corner of Lot 12, Block 10, Halmont Addition, Section No. 2, according to the plat thereof, as recorded in Plat Book 5, pages 34 - 35, inclusive of the Public Records of Hernando County, Florida, said corner being the point of intersection of the Southeast right-of-way line of Palm Avenue with the Northeast right-of-way line of Palm Avenue, as it is shown on the aforesaid plat of Halmont Addition, Section No. 2; thence run along the Southeast boundary line of said Lot 12, Block 10, S 23°21'18" E, a distance of 370.58 feet to the Point of Beginning.

LESS the following described:

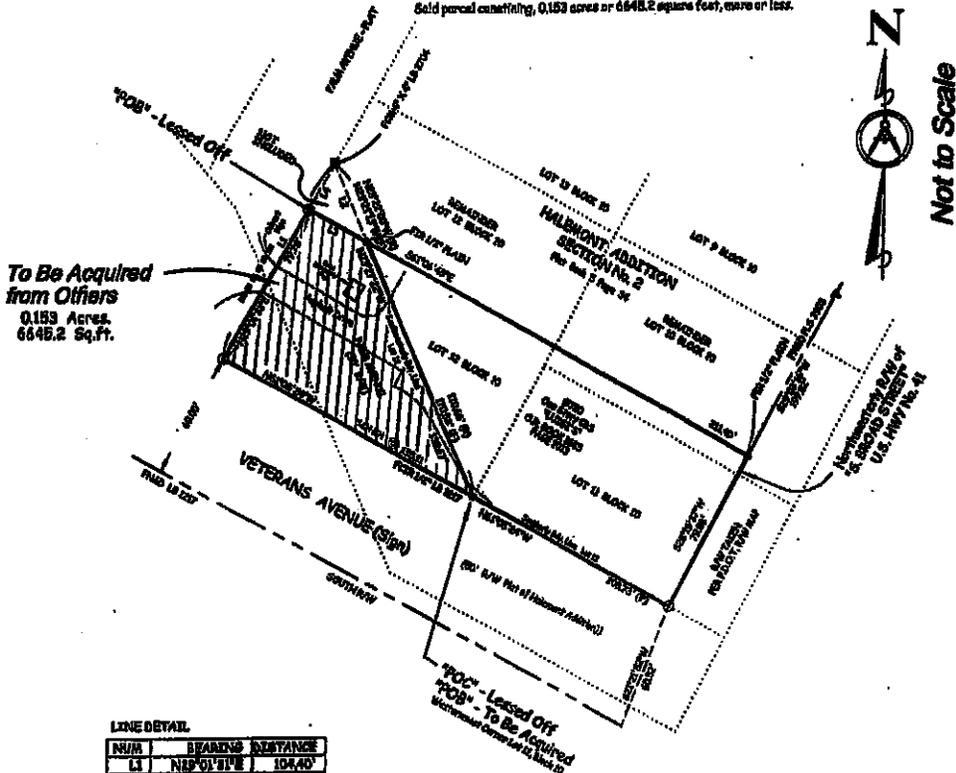
Commence at the Westernmost corner of Lot 12, Block 10, Halmont Addition, Section No. 2, according to the plat thereof, as recorded in Plat Book 5, pages 34 - 35, inclusive of the Public Records of Hernando County, Florida, (said corner also being the Southeast corner for Lot 12, Block 10, of the aforesaid plat). Thence run N 61°05'24" W, a distance of 104.40 feet; thence run N 23°01'31" E, a distance of 104.40 feet to the POINT OF BEGINNING; continue thence N 23°01'31" E, a distance of 24.55 feet to the Westernmost corner of Lot 12, Block 10, Halmont Addition, Section No. 2, according to the plat thereof, as recorded in Plat Book 5, pages 34 - 35, inclusive of the Public Records of Hernando County, Florida, said corner being the point of intersection of the Southeast right-of-way line of Palm Avenue with the Northeast right-of-way line of Palm Avenue, as it is shown on the aforesaid plat of Halmont Addition, Section No. 2; thence along the Southeast boundary line of said Lot 12, Block 10, S 23°01'08" E, a distance of 39.91 feet; thence run N 61°05'45" W, a distance of 31.47 feet to the Point of Beginning.

NOT A SURVEY, SKETCH ONLY

CERTIFIED TO THE FOLLOWING ONLY: GEORGE KIRSHY

SECTION 22 TOWNSHIP 22 S RANGE 12 W
Physical Address 750 S BROAD ST

Sold parcel containing, 0.153 acres or 6648.2 square feet, more or less.



LINE DETAIL

LINE	BEARING	DISTANCE
1	N 61°05'24" W	104.40'
2	S 23°01'08" E	39.91'
3	N 61°05'45" W	31.47'
4	N 23°01'31" E	24.55'

BASES FOR BEARINGS ALONG THE SOUTH BOUNDARY OF SECTION 22 AS SHOWN ON THE PLAT OF HALMONT ADDITION, UNIT 3, PLAT BOOK 17 PAGES 37 & 38, OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA: BEARING 16 59°04'18" W.

THIS CERTIFIES THAT A SKETCH OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE SKETCH HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

James W. Coffin
JAMES W. COFFIN,
Professional Surveyor & Mapper
Florida Registration # 8882
Coffin & McLean Assoc., Inc. LB #5232

1-15-14
DATE OF SKETCH
PAGE 1 OF 1

Attachment 4

Steven Gouldman

From: William Smith
Sent: Tuesday, March 04, 2014 1:16 PM
To: Steven Gouldman; Richard Radacky
Subject: RW Vacation Request SW Corner Verterans & Fridy

Hello Steven,

Subject property has a City owned sewer line within it.

Although I do not envision any other City to own the property, but the City should retain the utility easement rights for this purpose along with right of ingress and egress to install, repair or maintain any City owned water or sewer line within the property.

I believe this could be worked out in a reservation on the deed.

Will Smith
City of Brooksville
600 S Brooksville Av
Brooksville FL 34601
(352) 540-3868 Voice
(352) 544-5470 FAX



March 3, 2014

Mr. Steven E. Gouldman, AICP
City Planner
City of Brooksville
201 Howell Ave., 2nd Floor
Brooksville, FL 346010

RE: Right-Of-Way Vacation Request – George H. Kirshy

Dear Mr. Gouldman:

Please be advised that the Distribution and Transmission divisions of Duke Energy have “no objection” to the vacation and abandonment of :

A portion of the the Right-Of-Way located at the Southwest corner of the intersection of Veterans Avenue and Fridy Place, Brooksville, FL (Hernando County, Florida).

If I can be of further assistance, do not hesitate to contact me. Thank you.

Sincerely yours,

A handwritten signature in cursive script that reads 'Gloria Groome'.

Gloria Groome
Land Agent
Distribution Right of Way - Florida



at&t

**19386 Fort Dade Avenue
Brooksville, FL 34601**

Date: 03/06/2014

Steven E. Gouldman, AICP
City of Brooksville
City Planner
201 Howell Ave, 2nd Floor
Brooksville, Fl. 34601

RE: Right of Way Vacation – Portion of Veterans Ave.

Dear Mr. Gouldman:

AT&T Southeast has no objection to the Vacation of Right of Way described as follows:

Begin at the Westernmost corner of Lot 11, Block 10, Halemont Addition, Section No.2, according to the plat thereof, as recorded in Plat Book 5, pages 34-35, inclusive of the Public Records of Hernando County, Florida, (said corner also being the Southernmost corner for lot 12, Block 10, of the aforesaid plat). Thence run N 61°05'24" W, a distance of 135.11 feet; thence run N 29°01'31" E, a distance of 104.40 feet to the Westernmost corner of Lot 12, Block 10, Halemont Addition, section No. 2, according to the plat thereof, as recorded in Plat Book 5, pages 34-35, inclusive of the Public Records of Hernando County, Florida, said corner being the point of intersection of the Southeasterly Right of Way line of Palm Avenue with the Northeasterly Right of Way line of Palm Avenue, as it is shown on the aforesaid plat of Halemont Addition, Section No. 2; thence run along the Southwesterly boundary line of said Lot 12, Block 10, S 23°21'13" E, a distance of 170.58 feet to the point of beginning.

LESS the following described:

Commence at the Westernmost corner of Lot 11, Block 10, Halemont Addition, Section No. 2, according to the plat thereof, as recorded in Plat Book 5, pages 34-35, inclusive of the Public Records of Hernando County, Florida (said corner also being the Southernmost corner of Lot 12, Block 10, of the aforesaid plat). Thence run N 61°05'24" W , a distance of 135.11 feet; thence run N 29°01'31" E, a distance of 79.78 feet to the POINT OF BEGINNING; continue thence N 29°01'31" E, a distance of 24.62 feet to the Westernmost corner of Lot 12, Block 10, Halemont Addition, Section No. 2, according to the plat thereof, as recorded in Plat Book 5, pages 34-35, inclusive of the Public Records of Hernando County, Florida, said corner being the point of intersection of the Southeasterly Right of Way line of Palm Avenue with the Northeasterly Right of Way of Palm Avenue, as it is shown on the aforesaid plat of Halemont Addition, section No, 2; thence along the Southwesterly boundary line of said Lot 12, Block 10, S 23°01'05" E, a distance of 39.91 feet; thence run N 61°06'45" W, a distance of 31.47 feet to the Point of Beginning.



at&t

**19386 Fort Dade Avenue
Brooksville, FL 34601**

SAID PARCEL CONTAINING 0.153 ACRES OR 6645.2 square feet, more or less

For additional information you may contact **Alan Reynolds** at 352-796-0178.

Yours truly,

**Alan Reynolds
MGR OSP PLNG & DESIGN SE
AT&T Southeast**

Attachment(s)

2850 S. Lecanto Highway
Lecanto, FL 34461

tel 352.746.7664
fax 352.746.7353



March 7, 2014

Steven Gouldman AICP
City of Brooksville
201 Howell Ave 2nd Floor
Brooksville, FL 34601

Re: Right of Way Vacate Request

Please be advised that Bright House Networks does have conflict within the proposed area of construction and cannot grant a Vacate of Easement. I have enclosed your original request for your reference. Please let me know if I can be of further assistance.

Sincerely,

Don Hamner


Field Engineer

Bright House Networks

Attachment 5

RESOLUTION 2014-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, HERNANDO COUNTY, FLORIDA, CLOSING AND VACATING A PORTION OF LOT 12, BLOCK 10, SECTION 2 OF THE HALEMONT ADDITION; RESERVING AN EASEMENT FOR PUBLIC/PRIVATE UTILITIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Brooksville wishes to close and vacate a portion of the public rights-of-way in the City of Brooksville known as a portion of Lot 12 Block 10, Section 2 of the Halemont Addition; and,

WHEREAS, the City Clerk has advertised a Notice of Public Hearing to consider this resolution to close and vacate a portion of the public rights-of-way; and,

WHEREAS, the City Council finds that this Resolution is not in conflict or inconsistent with the City of Brooksville's adopted Comprehensive Plan; and,

WHEREAS, Council has considered all objections made to closing and vacating a portion of the said rights-of-way.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Brooksville, Florida, that:

SECTION 1. That the City does hereby close and vacate a portion Lot 12, Block 10, Section 2 of the Halemont Addition, located in the City of Brooksville, Hernando County, Florida, said point of vacation being described as follows:

See Exhibit "A" attached hereto

SECTION 2. That the City Council of the City of Brooksville does hereby renounce and disclaim the right of the City and the public to said right-of-way, with the exception of the below described reservation of easement.

SECTION 3. The City reserves to itself, private service providers and the public a utility easement throughout the entirety of the above-described right-of-way for the maintenance, repair, replacement, and improvement of utilities and services underlying the right-of-way. Public and private service providers shall have access to the property to maintain, repair, replace, or improve facilities within the easement area. Any improvements approved by the City and made by the landowner within the easement that require relocation of public or private facilities shall be accomplished at the expense of the landowner.

SECTION 4. This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

ADOPTED in regular session this 19th day of May, 2014.

CITY OF BROOKSVILLE

By: _____
Kevin S. Hohn, 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

EXHIBIT

“A”

Begin at the Westernmost corner of Lot 11, Block 10, Halemont Addition, Section No. 2, according to the plat thereof, as recorded in Plat Book 5, pages 34 - 35, inclusive of the Public Records of Hernando County, Florida, (said corner also being the Southernmost corner for Lot 12, Block 10, of the aforesaid plat). Thence run N 61°05'24" W, a distance of 135.11 feet; thence run N 29°01'31" E, a distance of 104.40 feet to the Westernmost corner of Lot 12, Block 10, Halemont Addition, Section No. 2, according to the plat thereof, as recorded in Plat Book 5, pages 34 - 35, inclusive of the Public Records of Hernando County, Florida, said corner being the point of intersection of the Southeasterly right-of-way line of Palm Avenue with the Northeasterly right-of-way line of Palm Avenue, as it is shown on the aforesaid plat of Halemont Addition, Section No. 2; thence run along the Southwesterly boundary line of said Lot 12, Block 10, S 23° 21'13" E, a distance of 170.58 feet to the Point of Beginning,

LESS the following described:

Commence at the Westernmost corner of Lot 11, Block 10, Halemont Addition, Section No. 2, according to the plat thereof, as recorded in Plat Book 5, pages 34 - 35, inclusive of the Public Records of Hernando County, Florida, (said corner also being the Southernmost corner for Lot 12, Block 10, of the aforesaid plat). Thence run N 61°05'24" W, a distance of 135.11 feet; thence run N 29°01'31" E, a distance of 79.78 feet to the POINT OF BEGINNING; continue thence N 29°01'31" E, a distance of 24.62 feet to the Westernmost corner of Lot 12, Block 10, Halemont Addition, Section No. 2, according to the plat thereof, as recorded in Plat Book 5, pages 34 - 35, inclusive of the Public Records of Hernando County, Florida, said corner being the point of intersection of the Southeasterly right-of-way line of Palm Avenue with the Northeasterly right-of-way line of Palm Avenue, as it is shown on the aforesaid plat of Halemont Addition, Section No. 2; thence along the Southwesterly boundary line of said Lot 12, Block 10, S 23°01'05" E, a distance of 39.91 feet; thence run N 61°06'45" W, a distance of 31.47 feet to the Point of Beginning.

Said parcel containing 0.153 acres or 6645.2 square feet, more or less.



**AGENDA ITEM
MEMORANDUM**

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR

**SUBJECT: HERNANDO/CITRUS METROPOLITAN PLANNING
ORGANIZATION (MPO) MERGER ACTIVITIES**

DATE: MAY 7, 2014

GENERAL SUMMARY/BACKGROUND: In January 2013, based upon the newly census-designated *Homosassa Springs-Beverly Hills-Citrus Springs* Urbanized Area, the Citrus County Transportation Planning Organization (TPO) requested a merger with the Hernando County Metropolitan Planning Organization (MPO). Through FDOT's collaborative process, a joint apportionment plan workshop between the Hernando County MPO and the Citrus County TPO was held on October 30, 2013. At that workshop, consensus was reached on an apportioned voting membership Board of nine (9) members for a proposed merger.

On December 17, 2013, the Hernando County MPO Board approved the nine (9) voting member, 2013 Planning Area Boundary Redesignation and Reapportionment Plan. On January 6, 2014, the Brooksville City Council approved Resolution 2014-01 supporting the change in boundary and structure of the MPO. The Hernando County MPO subsequently sent the proposed *Redesignation, Planning Area Boundary Expansion and Reapportionment Plan* to Governor Rick Scott for approval. On April 24, 2014, Hernando County received a letter from Governor Scott concurring with the same.

Now that the Plan has been approved, the City of Brooksville needs to:

- 1) Authorize the execution of the *Interlocal Agreement for the Creation of the Metropolitan Planning Organization* (attached); and
- 2) Appoint one City Council member representative and one alternate Council member to the newly designated Hernando/Citrus Metropolitan Planning Organization Board.

BUDGET IMPACT: There is no anticipated impact to the City budget.

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

STAFF RECOMMENDATION: Approve the Interlocal Agreement creating the Hernando/Citrus MPO, authorize the Mayor to sign the document, and appoint a City Council representative and alternate member to the new MPO Board.

ATTACHMENT(S):

1. Interlocal Agreement for Creation of the Hernando/Citrus MPO
2. Pianta-to-Norman-Vacha letter – 4/28/2014
3. Scott-to-Dukes letter – 4/23/2014

Attachment 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this _____ day of _____ 2014, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; HERNANDO COUNTY, CITRUS COUNTY, CITY OF BROOKSVILLE, CITY OF CRYSTAL RIVER AND CITY OF INVERNESS; collectively known as "the parties."

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303/5305, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303/5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303/5305, 23 CFR §450.310(b), and Section 339.175(2), F.S., a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization;

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Hernando/Citrus MPO for the Spring Hill and Homosassa Springs-Citrus Springs-Beverly Hills urbanized areas, herein after referred to as "the Metropolitan Planning Organization" or "the MPO". Further, the parties individually adopted by resolution the *MPO Redesignation, Planning Area Boundary Expansion & Reapportionment Plan* adopted by the Hernando County MPO on December 17, 2013 for presentation to the Governor;

WHEREAS, pursuant to Section 339.175(4), F.S., the Governor, by letter dated the 23rd day of April, 2014, approved the apportionment and boundary plan submitted by the MPO;

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175(10), F.S., an agreement must be entered into by the Department, the MPO, and the governmental entities and public transportation operators to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process;

WHEREAS, this Interlocal Agreement is required to create the Metropolitan Planning Organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with Section 339.175(10), F.S.;

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with statutory requirements set forth in Section 163.01, F.S., relating to Interlocal Agreements; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

Department means and refers to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by Title 23 USC §134(c), Title 49 USC §5303/5305, Title 23 CFR §450.322, and Section 339.175(7), F.S.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the MPO and the Governor for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303/5305, and Section 339.175(2)(c) and (d), F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2), 49 USC §5303/5305, and Section 339.175(1), F.S.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303/5305, 23 CFR §450.324 and Section 339.175(8), F.S.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175(9), F.S.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the MPO and recognize the boundary and apportionment approved by the Governor. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with the Department;
- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340; and
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;

- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with the Department and Consistency with Comprehensive Plans.

Chapter 334, F.S., grants broad authority for the Department's role in transportation. Section 334.044, F.S., includes the legislative intent declaring that the Department shall be responsible for coordinating the planning of a safe, viable, and balanced state transportation system serving all regions of the State. Section 339.155, F.S., requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175(5), F.S., specifies the authority and responsibility of the MPO and the Department to manage a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, F.S., the parties to this Interlocal Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the Hernando/Citrus MPO.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the MPO, and will be responsible for coordinating the cooperative decision-making process of the MPO's actions, and will take required actions as the MPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on MPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the MPO shall consist of nine (9) voting members and one (1) non-voting advisor. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows: Hernando County (4), Citrus County (2), City of Brooksville (1), City of Crystal River (1), City of Inverness (1), FDOT District Seven (one non-voting advisor).
- (b) All voting representatives shall be elected officials of general purpose local governments. All individuals acting as a representative of the governing board of the counties and cities shall first be selected by said governing board.
- (c) The voting membership of an M.P.O. shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations and shall be in compliance with 339.175(3) F.S.
- (d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(5) and (6), F.S.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

- (a) As provided in Section 339.175(6)(g), F.S., the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) As provided in Section 163.01(14), F.S., the MPO may enter into contracts for the performance of service functions of public agencies;
- (c) As provided in Section 163.01(5)(j), F.S., the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) As provided in Section 163.01(5)(m), F.S., the MPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The MPO shall have such powers and authority as specifically provided in Section 163.01 and Section 339.175(5) and (6), F.S., and as may otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the MPO shall have the following duties and responsibilities:

- (a) As provided in Section 339.175(6)(d), F.S., the MPO shall create and appoint a technical advisory committee;
- (b) As provided in Section 339.175(6)(e), F.S., the MPO shall create and appoint a citizens' advisory committee;
- (c) As provided in Section 163.01(5)(o), F.S., the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) As provided in Section 339.175(9), F.S., the MPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339, F.S., and other applicable state and local laws;
- (f) As provided in Section 339.175(10)(a), F.S., the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the MPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, 49 CFR §18.42, and Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. Specifically, if a party is acting on behalf of a public agency the party shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the party.
- (b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of

any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) **Duration.** This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) **Withdrawal procedure.** Any party, except Hernando County and Citrus County, may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and
 - (2) The MPO shall contact The Office of the Governor and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership is appropriate. The Governor and the MPO shall review the previous MPO designation, applicable federal, state and local law, and MPO rules for appropriate revision. In the event that another entity is ~~to~~ afforded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the MPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Hernando County Board of County Commissioners
20 North Main Street, Room 263
Brooksville, FL 34601

Citrus County Board of County Commissioners
110 N. Apopka Ave
Inverness, FL 34450

Florida Department of Transportation
11201 N. McKinley Drive, MS 7-500
Tampa, FL 33612

City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

City of Crystal River
123 NW Highway 19
Crystal River, FL 34428

City of Inverness
212 W. Main St
Inverness, FL 34450

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The MPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original, or any amendment, shall be returned to the MPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Interlocal Agreement for Creation of the Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

Hernando County Board of County Commissioners

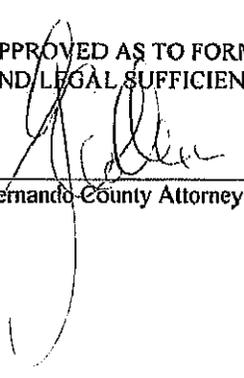
By: _____
Wayne Dukes, Chairman

Date: _____

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

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Hernando County Attorney

Interlocal Agreement for Creation of the Metropolitan Planning Organization

Signed, Sealed and Delivered in the presence of:

City of Brooksville

By: _____
Kevin Hohn, Mayor

Date: _____

Attest: _____
Janice L. Peters, CMC
City Clerk

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Attorney

Attachment 2

Hernando County Metropolitan Planning Organization

20 NORTH MAIN STREET, ROOM 262, BROOKSVILLE, FLORIDA 34601
 Phone (352) 754-4057 Fax (352)754-4420
 Email: mpo@hernandocounty.us



April 28, 2014

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

RE: *Hernando/Citrus Metropolitan Planning Organization Merger Activities*

Dear Ms. Norman-Vacha:

On April 24, 2014, Hernando County received a letter from Governor Scott concurring with the *Redesignation, Planning Area Boundary Expansion & Reapportionment Plan* approved by the MPO on December 17, 2013. Now that the Plan has been approved, the following items will need to be accomplished by the member governmental entities:

- 1) Authorize the execution of the *Interlocal Agreement for the Creation of the Metropolitan Planning Organization* provided by the Florida Department of Transportation. Upon execution of this document by your governing body, please return the originally signed Agreement to Angela Garza, Administrative Secretary II, Hernando County MPO, 20 N. Main St., Room 262, Brooksville, FL 34601.
- 2) In accordance with the approved Plan, your governing body should proceed with the designation of one (1) member and one (1) alternate for appointment to the newly designated Hernando/Citrus Metropolitan Planning Organization Board.

It is anticipated that the inaugural meeting of the newly formed Hernando/Citrus MPO Board will be scheduled for July 15, 2014, at 9:30 am. The meeting will be held in the County Commission Chambers in Brooksville. An agenda package will be sent to the Board members approximately two weeks prior to the meeting. We will notify you of any changes to the meeting date or time. If you have any questions, please contact me at 352-754-4057, Ext. 28018 or email at rpianta@hernandocounty.us or Dennis Dix, AICP, MPO Coordinator, at 352-754-4057, Ext. 28014 or email at dennisd@hernandocounty.us.

Sincerely,

Ronald F. Pianta, AICP
 Assistant County Administrator/MPO Executive Director

ag/mre

Attachments: *Interlocal Agreement for the Creation of the Metropolitan Planning Organization*
Governor Scott's Letter of Concurrence

pc: The Honorable Mayor Kevin Hohn, City of Brooksville
 Lee Royal, AICP, Government Liaison Administrator, FDOT District 7
 Bob Clifford, AICP, Executive Director, Tampa Bay Area Regional Transportation Authority
 Dennis Dix, AICP, MPO Coordinator

Attachment 3



RICK SCOTT
GOVERNOR

April 23, 2014

Commissioner Wayne Dukes, Chairman
Hernando County Metropolitan
Planning Organization
20 North Main Street, Room 262
Brooksville, Florida 34601

Dear Chairman Dukes:

This letter is in reference to the Hernando/Citrus Metropolitan Planning Organization's submittal of the reaffirmation of the organization's planning area boundary and Board membership as a result of the 2010 Census.

Based on the recommendation of the Florida Department of Transportation and in accordance with applicable state and federal law and regulations, I concur with the Board's reaffirmation of the planning area boundary and Board membership.

I applaud the Hernando/Citrus Metropolitan Planning Organization's contributions to the region's transportation planning process.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Scott".

Rick Scott
Governor

cc: Ms. Rachel Cone, Deputy Chief of Staff, Executive Office of the Governor
Mr. Ananth Prasad, Secretary, Florida Department of Transportation



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER
SUBJECT: RESOLUTION 2014-07 AND RESOLUTION 2014-08
DATE: MAY 16, 2014

GENERAL SUMMARY/BACKGROUND: With the annual auditing process, our external auditors, CliftonLarsonAllen has pointed out that we have several funds classified as “Special Revenue Funds” that do not meet the acceptable criteria to remain in this classification. Special Revenue Fund designations are considered as “committed” funds, as required by the Governmental Accounting Standards Board (GASB) Statement Number 54, part of the Generally Accepted Accounting Principles. A “committed” fund requires formal action by the City Council, through a resolution or ordinance, that designates a specific purpose/use.

We believe, and have confirmed with the auditors, that two (2) of the funds identified by CliftonLarsonAllen could remain classified as Special Revenue Funds with the adoption of a City Council resolution designating a specific purpose/use of the fund/monies. Those two (2) funds are the Photo Enforcement Traffic Safety Fund (128) and the First Tee Fund (129).

Enclosed are resolutions for Council consideration that designate the specific purpose for those funds. Adoption of the resolutions will allow these funds to remain classified as Special Revenue Funds; without the adoption of the resolutions these funds will be required to become part of the City’s General Fund within our financial reporting.

BUDGET IMPACT: No specific budget impact; however for financial accounting purposes the funds must be designated by the City Council through resolution to remain as Special Revenue Funds or they will be reclassified to the General Fund.

LEGAL REVIEW: As provided in Florida Statutes § 166.021 (1) and as outlined in the City of Brooksville’s Charter, the City shall have all governmental, corporate, and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law.

STAFF RECOMMENDATION: Staff recommends the adoption of Resolutions 2014-07 and 2014-08 with a retroactive effect for the fiscal year of 2012-2013 and carrying forward.

- Attachments: 1. Resolution 2014-07
 2. Resolution 2014-08

Attachment 1

RESOLUTION NO: 2014-07

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA; DIRECTING RED LIGHT CAMERA FUNDS TO BE DEPOSITED INTO A SPECIAL REVENUE FUND AND RESTRICTING THE EXPENDITURES OF SAID MONIES FOR CAPITAL IMPROVEMENTS OF THE CITY STREETS, CITY SIDEWALKS, CITY CULVERTS, CITY LIGHTING OR OTHER SAFETY RELATED EXPENDITURES AS WELL AS RELATED OPERATING EXPENDITURES; PROVIDING FOR A RETROACTIVE EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE AS FOLLOWS:

WHEREAS, The Legislature of the State of Florida has granted municipalities the authority to adopt budgets and direct funding and reporting pursuant to section 166.241, *Florida Statutes*, and other applicable provisions of law; and

WHEREAS, the City of Brooksville has adopted a red light camera program pursuant to section 316.0083, *Florida Statutes*; and

WHEREAS, the City of Brooksville has identified Fund #128, Photo Enforcement Traffic Safety as the fund receiving the red light camera proceeds; and

WHEREAS, the city council for the City of Brooksville has consistently taken the position from the inception of its red light camera program that any funds derived from said program be directed to a special revenue fund and the expenditure of said funds be restricted to the capital improvements to City Streets, City Sidewalks, City Culverts, City Lighting and other expenditures directly related to said capital improvements to insure better safety for those who travel upon the streets of the City of Brooksville and operating expenses related to said program; and

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

SECTION 1. RECITALS. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated in this Resolution.

SECTION 2. PURPOSE. The Purpose of this Resolution is to adopt a policy of where to direct funds derived from the red light camera program and to restrict the expenditure of said funds for a specific purpose.

SECTION 3. AUTHORITY. The city council is authorized to adopt policies for the City of Brooksville pursuant to Article I of the City Charter of the City of Brooksville, and Chapter 2, Article II, Division III, of the General Provisions of the code of Ordinances of the City of Brooksville, and as otherwise authorized by applicable Florida Statutes.

SECTION 4. FINDINGS; DECLARATION OF PUBLIC POLICY. It is the intent of the City Council that the funds derived from the red light cameral program of the city be directed into a special revenue fund. Said expenditures of funds shall be restricted to the capital improvements to the City Streets, City Sidewalks, City Culverts, City Lighting and other operating expenditures directly related to the capital improvements to insure better safety for those who travel upon the streets of the City of Brooksville.

SECTION 5. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Resolution shall be the final act of designation regarding the designation of red light camera funds and the restriction of the expenditures of said funds as required by section 266.241, *Florida Statutes*.

SECTION 6. REPEALER CLAUSE. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.

SECTION 7. SEVERABILITY CLAUSE. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption and have a retroactive effect for the fiscal year of 2012-2013 and carrying forward.

DULY ADOPTED this 19th day of May, 2014.

CITY OF BROOKSVILLE

SEAL

BY: _____
Kevin Hohn, 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

Attachment 2

RESOLUTION NO: 2014-08

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA; DIRECTING THE FIRST TEE PROGRAM FUNDS TO BE DEPOSITED INTO A SPECIAL REVENUE FUND AND RESTRICTING THE EXPENDITURES OF SAID MONIES TO OPERATING EXPENDITURES RELATED TO THE PROJECT; PROVIDING FOR A RETROACTIVE EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE AS FOLLOWS:

WHEREAS, The Legislature of the State of Florida has granted municipalities the authority to adopt budgets and direct funding and reporting pursuant to section 166.241, *Florida Statutes*, and other applicable provisions of law; and

WHEREAS, the City of Brooksville has participated in the First Tee Program for a number of years; and

WHEREAS, the City of Brooksville has identified Fund #129, First Tee as the fund receiving the First Tee Program funds; and

WHEREAS, the city council for the City of Brooksville has consistently taken the position from the inception of its participation in the First Tee Program that any funds derived from said program be directed to a special revenue fund and the expenditure of said funds be restricted to the operating costs to said program; and

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

SECTION 1. RECITALS. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated in this Resolution.

SECTION 2. PURPOSE. The Purpose of this Resolution is to adopt a policy of where to direct funds derived from the First Tee Program and to restrict the expenditure of said funds for a specific purpose.

SECTION 3. AUTHORITY. The city council is authorized to adopt policies for the City of Brooksville pursuant to Article I of the City Charter of the City of Brooksville, and Chapter 2, Article II, Division III, of the General Provisions of the code of Ordinances of the City of Brooksville, and as otherwise authorized by applicable Florida Statutes.

SECTION 4. FINDINGS; DECLARATION OF PUBLIC POLICY. It is the intent of the City Council that the funds derived from the First Tee Program be directed into a special revenue fund. Said expenditures of funds shall be restricted to the operating costs of the program.

SECTION 5. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Resolution shall be the final act of designation regarding the designation of First Tee Program funds and the restriction of the expenditures of said funds as required by section 266.241, *Florida Statutes*.

SECTION 6. REPEALER CLAUSE. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.

SECTION 7. SEVERABILITY CLAUSE. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affects the validity of the other provisions in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption and have a retroactive effect for the fiscal year of 2012-2013 and carrying forward.

DULY ADOPTED this 19th day of May, 2014.

CITY OF BROOKSVILLE

SEAL

BY: _____
Kevin Hohn, 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

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – May 19, 2014

1. **TYPE:** Letter
 RECEIVED: May 7, 2014
 RECEIVED FROM: Amy Mangan, Duke Energy
 ADDRESSED TO: Janice Peters, City Clerk
 SUBJECT: Notification of Annual Report Link

2. **TYPE:** Letter
 RECEIVED: May 7, 2014
 RECEIVED FROM: Amy Mangan, Duke Energy
 ADDRESSED TO: Janice Peters, City Clerk
 SUBJECT: Change of Address for Annexation Notifications.

3. **TYPE:** Memo
 RECEIVED: May 14, 2013
 RECEIVED FROM: Mike Walker, Director of Parks, Facilities & Recreation
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: First Tee 3-Year Level Notification for Chapter Matching Grant Program

4. **TYPE:** Spreadsheet
 RECEIVED FROM: GPI, Inc.
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: Pavement Management Plan - FY2014



299 First Avenue N.
St. Petersburg, FL 33701

Mailing Address:
PEF-163 / P.O. Box 14042
St. Petersburg, FL 33733

May 6, 2014

Ms. Janice Peters
City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

Dear Ms. Peters:

At Duke Energy we always strive to provide excellent service, and we appreciate doing business with the City of Brooksville.

Per the franchise agreement between the City and Duke Energy, we are to provide the City a copy of our Annual Report. For your convenience, the report can be found at the following link: <http://www.duke-energy.com/pdfs/Annual-Report-2013.pdf>.

If you prefer a hard copy of the annual report, please contact Joanna Wilkinson at 727-820-5141 or via email Joanna.Wilkinson@duke-energy.com. and we will arrange for one to be mailed to you.

Sincerely,

A handwritten signature in cursive script that reads 'Amy Mangan'.

Amy Mangan
Government & Community Relations Manager

AM/jfw

CTN
05-19-14
JW



299 First Avenue N.
St. Petersburg, FL 33701

Mailing Address:
PEF-163 / P.O. Box 14042
St. Petersburg, FL 33733

May 7, 2014

SENT VIA CERTIFIED MAIL

Ms. Janice Peters
City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2042

Dear Ms. Peters:

At Duke Energy, we always strive to provide excellent service, and we appreciate doing business with the City of Brooksville.

This is to notify you that Duke Energy has had a change of address for annexation notifications. The previous address may have been referenced in the Franchise Agreement between the city and Duke Energy depending on what year it was passed. Please accept this letter as the official notification of the change of address.

The new address is as follows, effective immediately:

Duke Energy
Attn: Annexation Coordinator
P.O. Box 14042 (mail code BAY72)
St. Petersburg, FL 33733
Or by email to: AnnexationRequests@duke-energy.com

Please be sure that this change of address information is forwarded to the person or department that handles such matters.

Thank you for your prompt attention to this matter. If you should have any questions, please contact me at 352-694-8808.

Sincerely,

Amy Mangan
Government & Community Relations Manager

AM/jfw

CTN
05.19.14
pe: Bill Geiger
Richard Rostad
JW



MEMORANDUM

TO: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS/FACILITIES AND RECREATION DIRECTOR 

SUBJECT: THE FIRST TEE, YEAR THREE LEVEL NOTIFICATION FOR CHAPTER MATCHING GRANT PROGRAM

DATE: MAY 14, 2014

The First Tee of Brooksville received a check in the amount of \$3986 from The First Tee Home Office. We received these funds due to the increase in the amount of fundraising dollars and the total number of donors that we had in 2013; the Brooksville Chapter had 57 donors who donated a total of \$16,599.

The check received was available to us through a three year matching grant program that the First Tee offered. The First Tee challenges the chapters to increase their donor numbers and fundraising dollars each year to a higher level. And if you are able to meet those increase requirements, the chapter is eligible to receive funding. You can see in the attached email, where the Brooksville Chapter will need to be next year to get additional funding.

Attachments: 1. Announcement Email from The First Tee
 2. Copy of Matching Grant Program Check

CTN
05-19-14
JWW

From: Daniel Brady [dbrady@thefirsttee.org]
Sent: Friday, May 09, 2014 4:14 PM
To: Mike Walker
Subject: Year Three Level Notification for the Chapter Matching Grant Program

Good afternoon,

Congratulations on a job well done in Year Two! In 2013, chapters increased donor generated revenue by a whopping \$7.6M while also adding over 16,000 donors. This resulted in just over \$2.1M in grants being distributed and a total impact of approximately \$9.7M across the network! This means that over the last two years, the Chapter Matching Grant Program has had an impact of nearly 22 Million Dollars. Now it is time to look at the final year of the grant!

Recently, the Year Three chart and guidelines were released to the network through *Impact Today*. This email will serve as your chapter's official notification of your Level for Year Three. So, without further ado, your chapter will be competing in **Level E** for the final year of the Chapter Matching Grant Program! Below you will find the portion of the Year Three chart that your chapter needs to focus on.

Chapter Levels	Donor #s for Each Level Based on 2013 Submission	Additional Unique Donors Added in 2014	Maximum Matching Grant Award per Chapter	Examples
Level E:	50-199 Donors	75+	\$22,500	An increase of 55-74 unique donors and an increase in donor generated revenue of \$33,000 will result in a \$16,500 grant payout.
		55-74	\$16,500	
		40-54	\$12,000	
		30-39	\$9,000	

In order to **max** out at your chapter's level, your chapter goals should be to meet or exceed the following totals for the year by the end of 2014:

2014 Donor Generated Revenue: \$62189.08
2014 Unique Donors: 132

Note: Donor generated revenue consists of a chapter's total fundraising revenue (as defined in the Chart of Accounts) minus the following line items: designated capital campaign, Chapter Matching Grant Program disbursement, investments and in-kind.

Be sure to review this year's guidelines for all eligibility requirements, as there were some important changes from Year Two. It is accessible on the private side of thefirsttee.org or by clicking [here](#). We will also be reviewing the new documents during our Chapter Matching Grant Call-in Classes which will be announced shortly on the member's side of the website (Chapter Matching Grant Call-in Class »). As a reminder, your chapter should submit **ALL** Unique Donors for the 2014 year by February 15th, 2015 using a report from your chapter's donor software in accordance with the guidelines. This report should be signed by the Board Chair, Executive Director, & Treasurer prior to submission.

If you have any questions, please feel free to contact me or your Director, Regional Affairs. Good luck and remember, those Year Three checks are right around the corner!

With much appreciation,

Daniel Brady | Senior Coordinator, Network Operations | The First Tee
 425 S. Legacy Trail, St. Augustine, FL 32092 USA
 Office: 904.940.4361 | Fax: 904.940.1556
www.thefirsttee.org | dbrady@thefirsttee.org



WORLD GOLF FOUNDATION, INC.

THE FIRST TEE - OPERATING ACCOUNT

Vendor Name: City of Brooksville, Florida

Vendor No.: 02-CTYBROO

Date: 4/8/2014

Invoice Number: 040814

Net Amount

Comment: CMGP/JJ

3,986.00

Check: 032323

4/9/2014

City of Brooksville, Florida

Check Total: 3,986.00

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BORDER AND BACKGROUND PLUS A MICRIFT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

WORLD GOLF FOUNDATION, INC.
 THE FIRST TEE - OPERATING ACCOUNT
 ONE WORLD GOLF PLACE
 ST AUGUSTINE FL 32092

WACHOIA
 GREEN COVE SPRINGS, FL 32043

VOID

CHECK NO.	DATE
032323	4/9/2014

Amount	\$ 3,986.00
--------	-------------

PAY *THREE THOUSAND NINE HUNDRED EIGHTY-SIX AND XX / 100

VOID

TO: City of Brooksville, Florida
 THE: The First Tee of Brooksville
 ORDER: 99 Jerome Brown Place
 OF: Brooksville, FL 34601

VOID AFTER SIX MONTHS

Dave Williams
 AUTHORIZED SIGNATURE

⑈0000032323⑈ ⑆06300002⑆ ⑆20900030324⑈