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

AGENDA

October 6, 2014 **7:00 P.M.**

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. PRESENTATION & REQUESTS FOR WAIVERS

1. Junior Service League of Brooksville Fee Waiver Request

Consideration of request for fee waivers in the amount of $485.72 for their 2nd Annual Masquerade Madness 5k/10k/1 mile Fun Run on Saturday, October 18, 2014.

Presentation:	Director of Parks, Facilities & Recreation
Recommendation:	Direction to Staff
Attachments:	Memo from Director of Parks, Facilities & Recreation dated 09/16/14, Letters from JSL President, Street Closure Permit and Map, Facility Use Agreement, Certificate of Insurance, Fee Waiver Policy and Spreadsheet

2. Christian Life Assembly of God Fee Waiver Request

Consideration of request for fee waiver in the amount of $305 for rental of the Jerome Brown Community Center for their annual Community Thanksgiving Dinner scheduled for November 24, 2014.

Presentation:	Event Organizer
Recommendation:	Direction to Staff
Attachments:	Memo from Director of Parks, Facilities & Recreation dated 09/16/14, Letter of Request, Permit Application, Certificate of Insurance, Fee Waiver Policy and Spreadsheet

3. Hernando County Fine Arts Council Fee Waiver Request

Consideration of request for fee waiver in the amount of $600 for the 2015 Art in the Park event at Tom Varn Park scheduled for March 13 - 15, 2015.

Presentation:	Event Organizer
Recommendation:	Direction to Staff
Attachments:	Memo from Director of Parks, Facilities & Recreation dated 09/16/14, Letters of Request, Street Closure Permit & Map, Facility Use Agreement, Certificate of Insurance, Fee Waiver Policy, and Spreadsheet

4. Hernando High School Homecoming Parade Fee Waiver Request

Consideration of request for fee waiver in the amount of $548.68 for the Homecoming Parade on October 24, 2014.

Presentation:	City Clerk
Recommendation:	Direction to Staff
Attachments:	Memo from City Clerk dated 09/30/14, Letter of Request, Facility Use Agreement, Certificate of Insurance, Fee Waiver Policy, Fee Waiver Spreadsheet

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Margaret R. Ghiotto Improvement Award - Commercial Award

Recognition of improvements to the property owned by Debra Bane, dba/Maw's Vittles/Proprietor McAllister Venture Group, LLC and located at 511 South Broad Street.

Presentation:	Scott Renz, Beautification Board Chair and Mayor
Attachments:	Letter from Beautification Board Chair dated 09/11/14; Award Certificate

2. Proclamation - White Cane Awareness Day

Presentation of a Proclamation recognizing White Cane Awareness Day on October 14, 2014.

Presentation:	Mayor
Attachment:	Proclamation

3. Proclamation for Fire Prevention Week

Presentation of a Proclamation honoring Fire Prevention Week October 5-11, 2014.

Presentation:	Mayor
Attachment:	Proclamation

4. **Fire Department Recognition**
Recognition of 30 Years of participation in the Firepup Program through the National Safety Council, Inc. (NSC) and presentation of plaque.

Presentation:	Dale Barton, NSC Safety Coordinator
Attachment:	Proclamation

E. CITIZEN INPUT

F. CONSENT AGENDA

1. **Surplus**
Consideration to surplus obsolete/inoperable equipment.

2. **Rising Sun Bistro & Market Special Revocable License Agreement**
Consideration of Special Revocable License Agreement with owners of Rising Sun Bistro & Market, for use of sidewalk in front of the business located at 10 S. Main St. and adjacent building (Patricia's Boutique) for placement of tables and chairs for a 5-year term, with automatic 5 year renewal terms.

3. **Mowing Services Agreement Extension**
Consideration of final extension of agreement with Benchmark for Mowing Services.

4. **Bid Award - UD2014-01 Pump an Processing Equipment**
Consideration of bid award of Items 1 and 2 to Xylem Solutions, Inc., for the not-to-exceed amount of $142,588.

5. **Police Department Car Purchase and Surplus**
Consideration for purchase of Police Department vehicle using JAG Grant monies and surplus of retired Police vehicle.

CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Memo from City Clerk dated 09/16/14; Pictures of Surplus; 2) Memo from City Planner dated 10/06/14, Agreement, Property Owner Permission Letter, Adjacent Property Owner Permission Letter; 3) Memo from Director of Public Works dated 09/15/14, Letter of Interest, Original Contract; 4) Memo from Director of Public Works dated 09/17/14, Bid Responses; 5) Memo from Chief of Police dated 10/06/14, Quote

G. REGULAR AGENDA

1. Update on Pavement Management

Presentation: Alan Garman & Dale Ravencraft, P.E., Greenman-Pedersen Inc.

2. Bid Award - UD2014-05 2014 Paving Projects Phase I

Consideration of bid award to B.R.W. Contracting, Inc. for the not-to-exceed amount of $394,420.25.

Presentation: Director of Public Works
Recommendation: Award of Bid
Attachments: Memo from Director of Public Works dated 09/16/14, GPI Letter of Recommendation, B.R.W. Contracting, Inc., Bid Certification, Bid Opening Minutes, Signed Contract with B.R.W. Contracting, Inc., Aerials 1-4

3. Personnel Policy Amendments

Consideration of updates and adoption of the Drug Free Workplace Policy.

Presentation: Human Resources Specialist
Recommendation: Approval of Policy
Attachments: Memo from Human Resources Specialist dated 09/04/14, Policy

H. CITIZEN INPUT

I. ITEMS BY COUNCIL

J. ADJOURNMENT

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

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 NO. C-1
10/6/14

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: JUNIOR SERVICE LEAGUE FEE WAIVER REQUEST

DATE: SEPTEMBER 16, 2014

GENERAL SUMMARY/BACKGROUND: We are in receipt of a request from the Junior Service League of Brooksville to waive fees/costs for their 2nd Annual Masquerade Madness 5k/10k/1 mile Fun Run on Saturday, October 18, 2014. The run will begin and end at the Good Neighbor Trail head at Russell Street Park. They have provided the City with the appropriate Certificate of Insurance and a deposit of $275.00.

The Police Department estimates costs in the amount of $210.72 for traffic control coverage. The fee for use of the Good Neighbor Trail head at Russell Street Park is $275.00. The total fees are $485.72. Following the Fee Waiver Policy, 50% approval would be $242.86.

BUDGET IMPACT: Total impact to the City of Brooksville for the Junior Service League's Fun Run is estimated at approximately $485.72. Fee waiver funding in the amount of $10,000 is currently allocated within the General Fund budget for FY2015, line item number 001-010-511-59901. Of that amount, $206.54 has been awarded, leaving a balance of $9,793.46.

LEGAL REVIEW: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events. Pursuant to Special Events Fee Waiver Policy No. 3-2012, the City Council has the authority to waive fees for rental or use of City facilities.

STAFF RECOMMENDATION: Direction to Staff.

ATTACHMENTS:
1. Letters from Junior Service League President
2. Street Closure Permit & Map
3. Facility Use Agreement
4. Certificate of Insurance
5. Special Events Fee Waiver Policy No. 3-2012
6. Fee Waiver Spreadsheet

Attachment 1

RECEIVED
SEP 09 2014
BY:

Junior Service League of Brooksville
Est. 1936
Post Office Box 936
Brooksville, Florida 34605-0936

Dear City Council Members:

We are so excited for our upcoming charity event, the Masquerade Madness 5k/10k/1 mile Fun Run. Last year it was quite successful and we are glad that we can use the funds we raise through this event to serve the community.

We greatly appreciate your consideration of this request for street closures or police crossing guards. The officers last year did a great job of keeping everyone safe! Because we are raising money for community charities and services, waiving or reduction of fees would be very much appreciated.

We are certain that our event will highlight the many great uses of Russell Street Park and the Good Neighbor Trail. With our event's close proximity to downtown, we are certain that runners will enjoy exploring all that Brooksville, its history and its businesses have to offer.

Sincerely,

Megan Champagne

Megan Champagne
Junior Service League of Brooksville
Race Co-Chair 2014
352-346-4615
zlayazeta@yahoo.com

To the City Council Members,

We greatly appreciate your consideration of this request for street closures or police crossing guards as deemed acceptable for the Masquerade Madness 5k/10k/1 mile Fun Run. Any reduction or waiving of fees would also be very much appreciated as we are a small, non-profit charity organization.

We have been serving Brooksville and Hernando County since 1936 and have been proud to participate in constructing and renovating Tom Varn Park, providing the Courthouse Christmas Trees, providing school supplies and clothing for needy children, participating in the City Art Receptions, and many other projects.

We hope that this event draws participants from all over Tampa Bay. Such an event will highlight the many possible uses of the Good Neighbor Trail as well as contribute to the promotion of our beautiful downtown parks, history and businesses.

Thank you for your time and consideration,

Megan Champagne

Megan Champagne
Race Chair 2014
Junior Service League of Brooksville

Attachment 2

CITY OF BROOKSVILLE
TEMPORARY STREET CLOSURE APPLICATION

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

Certificate Attached ☑ Yes ☐ No **Waiver Requested** ☑ Yes ☐ No **Approved by Council** ☐ Yes ☐ No

Name or Organization Junior Service League of Brooksville		**Event** Masquerade Madness Fun Run 10k/5k/1mile	
Contact Person Megan Champagne	**Address** 1053 Whitemay Dr Brooksville, FL 34601		**Telephone** 352-346-4615
If unavailable (Alternate Name) Ginger Kordus	**Address** 2309 Cross Tee Ct Brooksville, FL 34604		**Telephone** 941-447-9865
Date of Event 10/18/14	**Starting Time** 6am	**Ending Time (approx)** 1pm	**Estimated Number of Participants** 150 - 200 runners

Proposed Route (include Street/Avenue, attach location map)
Good Neighbor Trail - Run begins and ends at Russell St Park. Runners will cross S. Brooksville Ave + SR 50 at the beginning + end of run. We are working with County officials to close or supervise trail crossings at Old Jasmine, McIntyre + Mondon Hill Roads

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

Megan Champagne Megan Champagne
Signature

State of Florida
County of Hernando

The foregoing ~~instrument~~ was acknowledged before me this 18 day of June 2014, by Megan Champagne who is personally known to me or who presented N/A as identification, and who (did) (did not) take an oath.

[Signature of Notary Public]

JANICE L. PETERS
MY COMMISSION # FF068216
EXPIRES: March 03, 2018

[Typed, Printed or Stamped Name of Notary Public]

PROCESSING: City Clerk's Office will accept application, process through Police Department, Public Works & Fire Department for related costs as well as City Council if waivers are being requested.

APPROVAL: Chief of Police and City Manager will approve or deny application.

DISTRIBUTION: **Original:** Return to Applicant
Copies: Chief of Police, Director of Public Works, City Manager and City Clerk

PUBLIC NOTICE: **A LIST OF STREETS BEING CLOSED WITH DATES AND TIMES WILL BE RELEASED TO THE PRESS NO LESS THAN 5 DAYS PRIOR TO THIS EVENT.**

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

Total Deposit $_____ **Received By:** _____ **Date** _____

Police Chief	**Date** 8/15/14	**City Manager**	**Date**

CITY OF BROOKSVILLE
TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: Masquerade Madness 5k/10k Fun Run
Starting: 7am End: 11am

Police Department

Personnel	SEE ATTACHED	@	$	= $
Equipment		@	$	= $
		@	$	= $
		@	$	= $
		@	$	= $

POLICE DEPARTMENT TOTAL $ 210.72

Fire Department

Personnel		@	$	= $
Equipment		@	$	= $
		@	$	= $
		@	$	= $
		@	$	= $

FIRE DEPARTMENT TOTAL $ Ø

ON DUTY CREW WILL RESPOND IF NEEDED FOR EMERGENCY RESPONSE.

Public Works

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

PUBLIC WORKS TOTAL $ Ø

ESTIMATED TOTAL DUE CITY $ 210.72

TOTAL Actual Costs $_____ Billed $_____

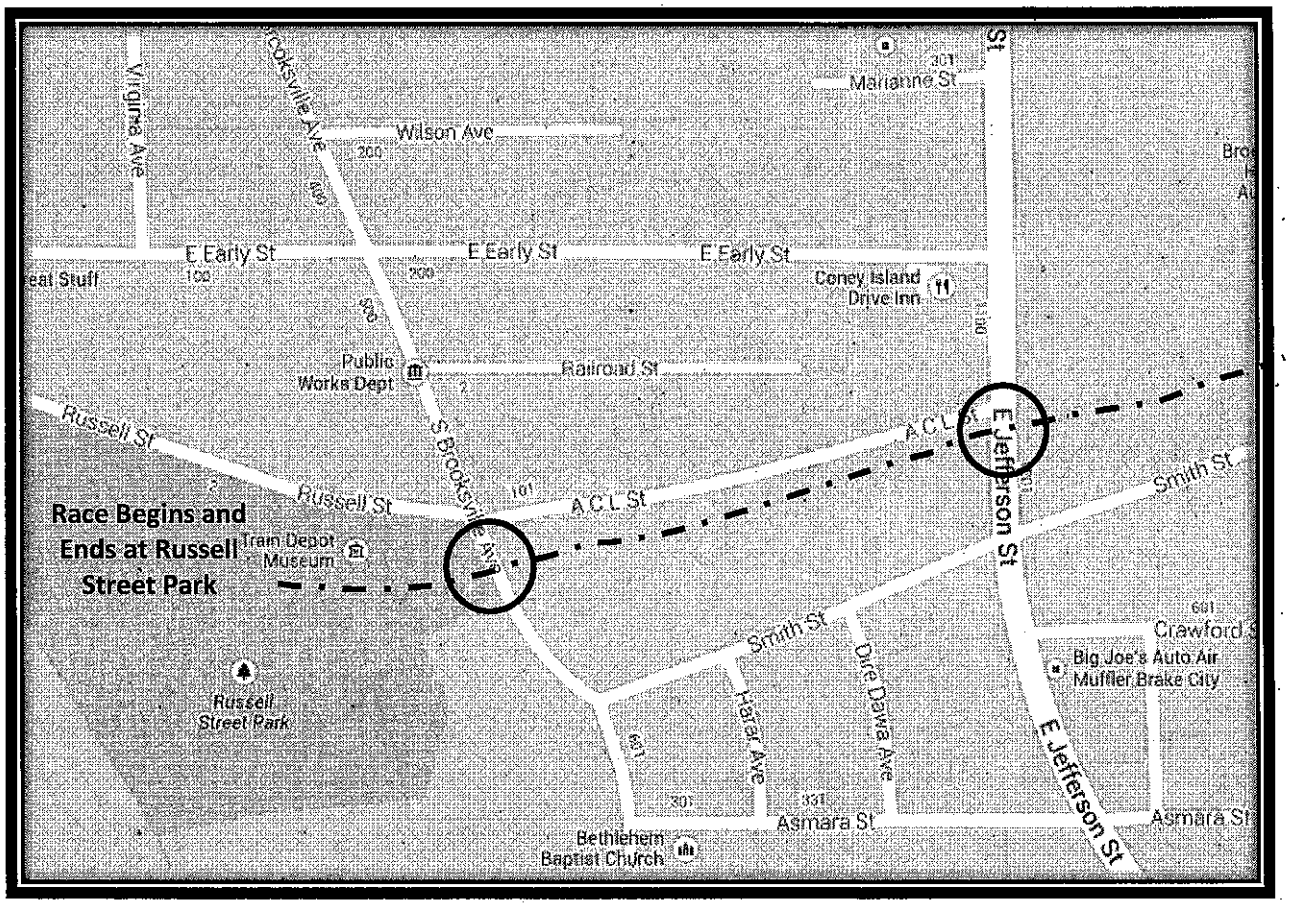
Payment Received By:_____

EVENT:	DETAIL SPECIFICATIONS:
MASQUERADE MADNESS	FRIDAY, OCTOBER 18, 2014; ON POST NTL 0530 HRS.
FUN RUN	RADIO GROUP; BPD
	DETAIL TIME: 0700 – 1100 HRS

POST/ASSIGNMENT	OFFICER	RADIO #	ON POST	RATE	HOURS	$ AMOUNT
S BROOKSVILLE AVE / TRAIL	OFFICER RODRIGUEZ	922		26.34	4	$105.36
E JEFFERSON ST / TRAIL	OFFICER STOCKTON	916		26.34	4	$105.36

TOTAL MAN HOURS: 8 **TOTAL COST: $210.72**

Masquerade Madness 5k – 10k – 1 mile Fun Run
Good Neighbor Trail Route



Approximate Trail Path

Intersections of Trail Path with Traffic Road Closure or Traffic Guards needed

Attachment 3

✓ Deposit ✓ on calendar
✓ insurance certificate rec'd
— fee 10/6 agenda DC Waiver Req.

CITY OF BROOKSVILLE
PARKS & RECREATION DEPARTMENT
FACILITY USE AGREEMENT

RECEIVED BY:

( ) Jerome Brown Community Center ( ) Hall ( ) Conference Room ( ) Kitchen
(X) Other Facility Russell St. Park + Good Neighbor Trail

Name of applicant (User): Junior Service League of Brooksville

If an organization, name of representative: Megan Champagne

[X] Not-for-Profit (attach copy of certificate) ☐ Government Agency ☐ City Co-Sponsored

Address: PO Box 936 City: Brooksville State: FL Zip: 34605

Contact person: Megan Champagne Day Telephone 352-346-4615 Evening same

Alternate contact person: Ginger Korbus Day Telephone 941-447-9805 Evening same

Description of event: 5k / 10k / 1mile Fun Run. Costumes optional

Anticipated attendance: 150-200

Attendees will be: Adult [X] 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: 10/18/14 Ending date: 10/18/14

Time event begins: 6 (AM) / PM Time event ends: 1 AM (PM)

Set-up: Date 10/17/14 From 5 AM (PM) To 7 AM (PM)

Will event be open to the general public? Yes [X] No ☐ Admission/donation/fee**: ☐ No [X] Yes $ 15-30

Food/merchandise sales*: ☐ No [X] Yes Describe: _____

Refreshments served: ☐ No [X] Yes Describe: Water

Number of paid security officers (if applicable): 0 Scheduled from _____ AM / PM To _____ AM / PM

RATES & FEES

User Fees: The base user fee for the requested facility is $ 275 (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 then 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 then 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 indemnity 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: Megan Champagne Applicant/User Signature: Megan Champagne Date: 3/4/14

Insurance Required: ☐ No ☑ Yes; Certificate naming City as "Additional Insured" attached ☐ No ☐ Yes
Alcoholic Beverage Distribution/Consumption Permit ☑ No ☐ Yes (Attach copy of signed permit)

Base Rent $ 275.00 Other $ ϕ Total Estimated Cost $ #275.00 Total Estimated Deposit $ #275.00

Initial Deposit (minimum 50% of estimated total) $ 275.00 Received by LC Date 3/5/14 Balance Due (10 days prior to event) $ ϕ

Application Approved By: _____ Date: _____

Not valid unless signed by Director of Parks and Recreation or Authorized Agent.

Attachment 4

CERTIFICATE OF INSURANCE

DATE: 4/9/2014

CERTIFICATE NUMBER: 20140409242267

AGENCY:

ESIX Entertainment & Sports Insurance eXperts
5660 New Northside Drive, Suite 640
Atlanta, GA 30328
Phone: (678) 324-3300 Fax: (678) 324-3303

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. Sports Event Management
132 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co.

EVENT INFORMATION:

Masquerade Madness (10/18/2014 - 10/19/2014)

POLICY/COVERAGE INFORMATION:

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

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:	
A	GENERAL LIABILITY					
	X COMMERCIAL GENERAL LIABILITY	PHPK1092686	11/1/2013 12:01 AM	11/1/2014 12:01 AM	GENERAL AGGREGATE (Applies Per Event)	$3,000,000
	X Occurrence				EACH OCCURRENCE	$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.)	$1,000,000
					MEDICAL EXPENSE (Any one person)	EXCLUDED
					PERSONAL & ADV INJURY	$1,000,000
					PRODUCTS-COMP/OP AGG	$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is additional insured but only for the liability arising out of the negligence of the named insured, per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002).

CERTIFICATE HOLDER:

City of Brooksville
201 Howell Avenue
Brooksville FL 34601

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

Attachment 5

City of Brooksville
Policy No. 3-2012

Special Event Fee Waiver Policy

Section 1. Definitions

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

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

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

Section 2. Special Event Fees and Waivers

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

B. Applicants may request a Fee Waiver of up to 50% of City required 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.

C. 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 September 15, 2014

CERTIFIED POLICY NO. 3-2012:

s/T. Jennene Norman-Vacha
T. Jennene Norman-Vacha
City Manager

Attachment 6

FEES WAIVERS APPROVED BY COUNCIL FOR FY2015

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				
9/17/2014		**Council Budgeted Amount**									**10,000.00**
9/15/2014	11/8/2014	Veteran's Parade	413.08					413.08	206.54	206.54	9,793.46

TOTALS 413.08 206.54 206.54 9,793.46

AGENDA ITEM NO. C-2
10/6/14

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: CHRISTIAN LIFE ASSSEMBLY OF GOD - FEE WAIVER REQUEST

DATE: September 16, 2014

GENERAL SUMMARY/BACKGROUND: The Christian Life Assembly of God is requesting to hold their annual Community Thanksgiving Dinner at the Jerome Brown Community Center (JBCC) on Monday, November 24, 2014, from 6 pm until 9 pm. The dinner has fed over 600 individuals each year since 2004, along with providing over 100 meals delivered to individuals who are unable to attend the event. They are requesting to have the fees in the amount of $305 waived for use of the JBCC.

The Church has provided the City with the appropriate Certificate of Insurance and a deposit of $200.00.

BUDGET IMPACT: The budget impact will be a loss of rental income in the amount of $305, which will impact the FY2015 budget. Fee waiver funding in the amount of $10,000 is currently allocated within the General Fund budget for FY2015, line item number 001-010-511-59901. Of that amount, $206.54 has been awarded, leaving a balance of $9,793.46.

LEGAL REVIEW: Pursuant to Special Events Fee Waiver Policy No. 3-2012, the City Council has the authority to waive fees for rental or use of City facilities.

STAFF RECOMMENDATION: Direction to staff.

ATTACHMENTS:
1. Letter from Pastor John Hansel dated 08/20/14
2. Facility Use Agreement
3. Certificate of Insurance
4. Special Events Fee Waiver Policy
5. Fee Waiver Spreadsheet

Attachment 1

Rev. John Hensel
Senior Pastor
Rev. Chris Lewis
Asst. Pastor - Youth
Rev. Al Gaither
Asst. Pastor Children

Christian Life Assembly of God

August 20, 2014

Dear Brooksville City Council Members:

This letter is to request your consideration for waiving the usage fee for the Jerome Brown Center on Monday, November 24, 2014, for a Community Thanksgiving Dinner for those in need.

This dinner is designed to provide a complete hot and delicious Thanksgiving meal for those who may not be able to provide one for themselves. The meal will be served in a warm, caring atmosphere in which each attendee is treated as a special guest. Along with the meal, entertainment and friendly conversation is provided that makes this event a highlight for many during this holiday time of year.

We have been holding this Annual Community Thanksgiving Dinner at the Jerome Brown Center since 2004. This will make the eleventh year that we have participated. However, the Community Thanksgiving Dinner was already an Annual Event prior to our taking up the need. The event feeds 600 plus individuals each year, with close to 100 meals going out into the Community to feed shut-ins who cannot come out to the event. We work with JAM Ministries, and have volunteers from several local businesses, and a number of churches and para-church ministries. For a number of years the City of Brooksville was included on the fliers as a co-sponsor of this Annual Dinner. Without this dinner many of those who attend would not have an opportunity to enjoy a traditional Thanksgiving Dinner. Some would not have a hot meal at all. For others, this meal provides the only opportunity they have to share a meal with friendly company.

Another benefit of the Annual Community Thanksgiving Dinner, would be the turkeys and grocery items that are given away to individuals. These items are donated by area businesses to help families in need during the holiday.

The Annual Thanksgiving Dinner places very little burden, or extra work, on the Brooksville City employee staff. We have each year provided the volunteer staff to run the entire dinner from set up to break down and clean up without needed support from City staff.

We hope you will agree that this Annual Event provides an important service to the Community, and help us continue to provide this resource by waiving the Jerome Brown Center usage fee for Monday, November 24, 2014.

Thank you for your consideration.

Sincerely,

Rev. John R. Hensel

Pastor John Hensel
Senior Pastor
Christian Life Assembly of God
President Hernando Christian Ministerial Association
Peninsular Florida District Council Presbyter
Peninsular Florida District Men's Director

13065 Jacqueline Rd., Brooksville , FL 34613 ~ (352) 597-1139 ~ Fax (352) 597-4696

Sharing the Life of Christ...through His love, message, and Spirit...

Attachment 2

9-15-14 @2:35 Sw Fran Hm / ✓ deposit — fee ✓ on calendar
she'll send / ✓ insurance certificate 10/16 waiver requested

CITY OF BROOKSVILLE
PARKS & RECREATION DEPARTMENT
FACILITY USE AGREEMENT

(X) Jerome Brown Community Center (✓) Hall ( ) Conference Room ( ) Kitchen

( ) Other Facility _____

Name of applicant (User): Christian Life Assembly of God

If an organization, name of representative: Rev. John Hensel

☒ Not-for-Profit (attach copy of certificate) ☐ Government Agency ☐ City Co-Sponsored

Address: 13065 Jacqueline Rd. City: Brooksville State: FL Zip: 34613

Contact person: Fran Hensel Day Telephone 352-597-1139 Evening 352-684-4819

Alternate contact person: Rev. John Hensel Day Telephone 352-597-1139 Evening 352-684-4819

Description of event: Community Thanksgiving Dinner - we will provide a Thanksgiving Dinner for all in the community Anticipated attendance: 600

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: 11-24-14 Ending date: 11-24-14

Time event begins: 6:00 AM / (PM) Time event ends: 9:00 AM / (PM)

Set-up: Date 11-24-14 From 4:00 AM (PM), To 6:00 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: Thanksgiving Dinner

Number of paid security officers (if applicable): _____ Scheduled from _____ AM / PM To _____ AM / PM

RATES & FEES

User Fees: The base user fee for the requested facility is $ 305.00 (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 then 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 then 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 indemnity 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: Christian Life Assembly of God Rev John R. Hensel Signature: Rev. John R. Hensel Date: 8/19/2014

Applicant/User

Insurance Required: ☐ No ☑ Yes; Certificate naming City as "Additional Insured" attached ☐ No ☐ Yes

Alcoholic Beverage Distribution/Consumption Permit ☑ No ☐ Yes (Attach copy of signed permit)

Base Rent $ 305.00 Other $ 200.00 Total Estimated Cost $ 505.00 Total Estimated Deposit$ 200.00

Initial Deposit (minimum 50% of estimated total)$ 200.00 Received by [illegible] Date 9/10/14 Balance Due (10 days prior to event) $ 305.00

Application Approved By: [signature] Date: 8-29-14

Not valid unless signed by Director of Parks and Recreation or Authorized Agent.

Attachment 3

CHRIL04 OP ID: TP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2014

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

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

PRODUCER Mulling Insurance Agency, Inc. P O Box 308 208 E Park Street Auburndale, FL 33823-0308 C. Gregory Bryan, CIC Phone: 863-967-4454 Fax: 863-967-7592	CONTACT NAME: Diana Amador PHONE (A/C, No, Ext): 863-967-4454 FAX (A/C, No): 863-967-7592 E-MAIL ADDRESS: dianaa@mullinginsurance.com
INSURED Christian Life Assembly of God Rev. John R Hensel, Sr. Pastor 13065 Jacqueline Road Brooksville, FL 34613-6830	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : GuideOne Mutual Insurance Co. — 42803 INSURER B : Guide One Elite Insurance Co — 15032 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			1281823	08/07/2014	08/07/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			1769241	08/07/2014	08/07/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1281824	08/07/2014	08/07/2015	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

CITYBRK

City of Brooksville
Parks and Recreation Dept.
306 Darby Lane
Brooksville, FL 34601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

C. Gregory Bryan

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Attachment 4

City of Brooksville
Policy No. 3-2012

Special Event Fee Waiver Policy

Section 1. Definitions

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

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

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

Section 2. Special Event Fees and Waivers

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

B. Applicants may request a Fee Waiver of up to 50% of City required 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.

C. 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 September 15, 2014

CERTIFIED POLICY NO. 3-2012:

s/T. Jennene Norman-Vacha
T. Jennene Norman-Vacha
City Manager

Attachment 5

FEES WAIVERS APPROVED BY COUNCIL FOR FY2015

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				
9/17/2014		**Council Budgeted Amount**									**10,000.00**
9/15/2014	11/8/2014	Veteran's Parade	413.08					413.08	206.54	206.54	9,793.46

TOTALS 413.08 206.54 206.54 9,793.46

AGENDA ITEM NO. C-3
10/6/14

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER Jennene Norman-Vacha mr

FROM: MIKE WALKER, PARKS/FACILITIES & RECREATION DIRECTOR M. Walker

SUBJECT: TOM VARN PARK FEE WAIVER REQUEST – ART IN THE PARK EVENT

DATE: SEPTEMBER 16, 2014

GENERAL SUMMARY/BACKGROUND: The Hernando County Fine Arts Council, a nonprofit organization, is hosting their annual "Art in the Park" event at Tom Varn Park with a setup on March 13th and the event will be on March 14th and 15th 2015. The anticipated attendance for the 2-day event is expected to be around 5,000. The committee is requesting that Council consider waving the fees in the amount of $600.

The security deposit in the amount of $300 and a Certificate of Insurance listing the City as additional insured will still be required for the event.

BUDGET IMPACT: The budget impact will be a loss of Park rental income in the amount of $600; this will impact the FY2015 budget. Fee waiver funding in the amount of $10,000 is currently allocated within the General Fund budget for FY2015, line item number 001-010-511-59901. Of that amount, $206.54 has been awarded, leaving a balance of $9,793.46.

LEGAL REVIEW: Pursuant to Special Events Fee Waiver Policy No. 3-2012, the City Council has the authority to waive fees for rental or use of City facilities.

STAFF RECOMMENDATION: Direction to staff.

ATTACHMENTS:
1. Letter of request from the Chairwomen dated 07/14/14
2. Facility Use Agreement
3. Certificate of Insurance
4. Special Event Fee Waiver Policy
5. Fee Waiver Spreadsheet

Attachment 1

Hernando County Fine Arts Council

> *Presenting*
> *Baroque*
> *At*
> *Art in the Park*
> *March 13, 14 and 15, 2015*

7468 Horse Lake Road
Brooksville, FL 34601

(813)494-3058
hernandofinearts@gmail.com
hernandoarts.org

July 14, 2014

Mike Walker
Director, Parks/Facilities and Recreation
City of Brooksville

Hernando County Fine Arts Council
Baroque at Art in the Park

Hernando County Fine Arts Council is requesting to hold our annual Art in the Park show, in beautiful Tom Varn Park, March 13th, 14th & 15th, 2015.

Our show is highly publicized juried art show that attracts over 100, local, state, & national fine arts, fine craft, and Craftsmen exhibitors. In addition to the adult section of our show, other activities include:

- A juried student art show featuring over 300 works by local students elementary through college levels.
- Free children's art activities
- Entertainment Stage, features a variety of local entertainers throughout the show.
- Food court, featuring "fair" favorites.

This is a great family "signature" event hold each year in the City of Brooksville that is expected to draw over 5000 visitors.

Once again, we would like to request that park fees be waived and would appreciate it if you would set up an appointment with the City Council in order for us to make our formal request.

Denzil S. Southerland & Jeanette Lewis,
Chairwomen

Attachment 2

CITY OF BROOKSVILLE
PARKS & RECREATION DEPARTMENT
FACILITY USE AGREEMENT

✓ deposit — fee
✓ insurance certificate
✓ on calendar
10/6 cc fee waiver requested

( ) Jerome Brown Community Center ( ) Hall ( ) Conference Room ( ) Kitchen
(✓) Other Facility Tom Varn Park

Southhilldenzil@aol.com

Name of applicant (User): Hernando County Fine Arts Council

If an organization, name of representative: Denzil Southerland

☑ Not-for-Profit (attach copy of certificate) ☐ Government Agency ☐ City Co-Sponsored

Address: 7468 Horse Lake Rd City: Brooksville State: FL Zip: 34601

Contact person: Denzil Southerland Day Telephone 813-494-3158 Evening 796-3043

Alternate contact person: same Day Telephone _____ Evening _____

Description of event: Baroque At Art in the Park, juried art show that will over 100 local, state and national fine arts and Craftsmen Anticipated attendance: 5,000

Attendees will be: Adult ☑ Teen ☑ Elem. ☑ Preschool ☑ If youth event, number of supervising adults: 50 volunteers

Day(s) of event: M - T - W - Th - F - Sa - Su Start date of event: March 13 Ending date: March 15

Time event begins: March 13, 8 AM / PM Time event ends: March 15, 7:30 AM (PM)

Set-up: Date March 13, 2015 From _____ AM / PM, To _____ AM / PM

Will event be open to the general public? Yes ☑ No ☐ Admission/donation/fee**: ☐ No ☑ Yes $ parking $3-

Food/merchandise sales*: ☐ No ☑ Yes Describe: Food court, featuring "Fair" favorites

Refreshments served: ☐ No ☑ Yes Describe: Food court, featuring "Fair" favorites

Number of paid security officers (if applicable): 2 Scheduled from 7 AM / PM To 7 AM / (PM)

RATES & FEES

User Fees: The base user fee for the requested facility is $ 600.00 n/a (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.

275 3/13
200 3/14
125 3/15
600
3days

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 then 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 then 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 indemnity 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: Denzil Sutherland Signature: Denzil Sutherland Date: 7/15/2014
Applicant/User

Insurance Required: ☐ No ☑ Yes; Certificate naming City as "Additional Insured" attached ☐ No ☑ Yes
Alcoholic Beverage Distribution/Consumption Permit ☑ No ☐ Yes (Attach copy of signed permit)

Base Rent $ 600.00 Other $ 300.00 deposit Total Estimated Cost $ 900.00 Total Estimated Deposit $ 300.00

Initial Deposit (minimum 50% of estimated total) $ _____ Received by _____ Date _____ Balance Due (10 days prior to event) $ _____

Application Approved By: _____ Date: _____

Not valid unless signed by Director of Parks and Recreation or Authorized Agent.

Attachment 3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2014

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

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

PRODUCER	Phone: (352)796-3532 Fax: (352)796-8811
Browning Insurance Agency Inc. - Brooksville P O Box 818 Brooksville, Florida 34605	**CONTACT NAME:** Generic CSR **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Hernando County Fine Arts Council
7468 Horse Lake Road
Brooksville, FL 34601-9017

COVERAGES **CERTIFICATE NUMBER:** 10 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR	✓		72729689	4/14/2014	4/14/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Brooksville named as an additional insured

Art In the Park - 3/13/15, 3/14/15 & 3/15/15, Tom Varn Park, Brooksville, FL

CERTIFICATE HOLDER

Holder's Nature of Interest : Additional Insured

City of Brooksville

201 Howell Ave
Brooksville, FL 34601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment 4

City of Brooksville
Policy No. 3-2012

Special Event Fee Waiver Policy

Section 1. Definitions

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

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

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

Section 2. Special Event Fees and Waivers

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

B. Applicants may request a Fee Waiver of up to 50% of City required 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.

C. 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 September 15, 2014

CERTIFIED POLICY NO. 3-2012:

s/T. Jennene Norman-Vacha
T. Jennene Norman-Vacha
City Manager

Attachment 5

FEES WAIVERS APPROVED BY COUNCIL FOR FY2015

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				
9/17/2014		**Council Budgeted Amount**									**10,000.00**
9/15/2014	11/8/2014	Veteran's Parade	413.08					413.08	206.54	206.54	9,793.46

TOTALS 413.08 206.54 206.54 9,793.46

AGENDA ITEM NO. C-4
10/6/14

AGENDA ITEM
MEMORANDUM

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager Jennene Norman-Vacha MR

From: Janice L. Peters, CMC, City Clerk

Subject: Hernando High School Homecoming Activities

Date: September 30, 2014

GENERAL SUMMARY/BACKGROUND: We are in receipt of a request from Hernando High School to waive fees/costs for their 2014 Homecoming Parade. As in past years, the parade will begin around 1:00 p.m. from the Hernando High School bus compound on Oakwood (heading west) to Howell (heading south) to Fort Dade Avenue (turning east) to Bell Avenue and back to Hernando High School. Historically the City Council has waived the fees associated with the parade.

The Homecoming Parade is scheduled for Friday, October 24, 2014. Because the parade will occur during regular/general office hours, City staff has attempted to maximize the use of "on-duty personnel" to minimize impact and additional overtime costs to the City.

The Police Department estimates costs in the amount of $548.68 for traffic control coverage.

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

BUDGET IMPACT: The budget impact to the City will be in the amount of $548.68. Fee waiver funding in the amount of $10,000 is currently allocated within the General Fund budget for FY2015, line item number 001-010-511-59901. Of that amount, $206.54 has been awarded, leaving a balance of $9,793.46.

LEGAL REVIEW: Pursuant to Special Events Fee Waiver Policy No. 3-2012, the City Council has the authority to waive fees for rental or use of City facilities.

STAFF RECOMMENDATION: Direction to staff.

ATTACHMENTS:
1. Letter from Hernando High School dated 09/05/14
2. Street Closure Permit & Map
3. Certificate of Insurance
4. Fee Waiver Policy
5. Fee Waiver Spreadsheet

Attachment 1

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

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

September 5, 2014

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

Re: Hernando High School Homecoming Parade – October 24, 2014

Honorable City Council Members:

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

Our Homecoming week for the 2014-2015 school year will begin October 20th and will culminate on October 24th with the parade beginning at 1:00 p.m. The Homecoming parade is one way we endeavor to incorporate the community into our Homecoming events. The parade is an integral part of our Homecoming week and has always been greatly supported by the community as well as our students, parents, and alumni.

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

Sincerely,

Joy Nagy
HHS SGA Sponsor

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

Attachment 2

CITY OF BROOKSVILLE
TEMPORARY STREET CLOSURE APPLICATION

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

Certificate Attached X **Yes** ☐ **No** **Waiver Requested** X Yes ☐ No **Approved by Council** ☐ Yes ☐ No

Name or Organization **Hernando High School**		**Event** **Homecoming Parade**	
Contact Person **Joy Nagy, Hernando High SGA Sponsor**		**Address** **700 Bell Ave., Brooksville, Florida 34601**	**Telephone** **(352) 797-7015, ext. 410**
If unavailable (Alternate Name)		**Address**	**Telephone**
Date of Event **October 24, 2014**	**Starting Time** **1:00 p.m.**	**Ending Time (approx)** **2:15 p.m.**	**Estimated Number of Participants** **500**

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

Oakwood, left on Howell Ave. to Ft. Dade. Left on Ft. Dade to Bell Ave. Left on Bell Ave. and return to Hernando High School.

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

Joy Nagy
Signature

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 5th day of Sept. 2014 by Joy Nagy, who is personally known to me or who presented _____ as identification and (did/did not) take an oath.

DEBRA BRINSON
Commission # EE 079594
Expires April 8, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

Debra Brinson
[Signature of Notary Public]

[Printed, typed or stamped name of Notary Public]

PROCESSING: City Clerk's Office will accept application, process through Police Department, Public Works & Fire Department for related costs as well as City Council if waivers are being requested.

APPROVAL: Chief of Police and City Manager will approve or deny application.

DISTRIBUTION: **Original:** Return to Applicant
Copies: Chief of Police, Director of Public Works, City Manager and City Clerk

PUBLIC NOTICE: **A LIST OF STREETS BEING CLOSED WITH DATES AND TIMES WILL BE RELEASED TO THE PRESS NO LESS THAN 5 DAYS PRIOR TO THIS EVENT.**

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

Total Deposit $_____ **Received By:** _____ **Date** _____

Police Chief	**Date**	**City Manager**	Date

CITY OF BROOKSVILLE
TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: Hernando High School Homecoming Parade
Starting: 1:00 p.m. End: 2:15 p.m.

Police Department

Personnel SEE ATTACHED DOCUMENT @ $____ per hr. X ____ hours = $____
_____ @ $____ per hr. X ____ hours = $____
_____ @ $____ per hr. X ____ hours = $____
Equipment _____ @ $_____ = $____
_____ @ $_____ = $____

POLICE DEPARTMENT TOTAL $ 548.68

Fire Department (*) ON DUTY CREW LEADS PARADE IN TRUCK

Personnel _____ @ $____ per hr. X ____ hours = $____
_____ @ $____ per hr. X ____ hours = $____
_____ @ $____ per hr. X ____ hours = $____
Equipment _____ @ $_____ = $____
_____ @ $_____ = $____

FIRE DEPARTMENT TOTAL $ Ø

Public Works

Personnel (St.) _____ @ $____ per hr. X ____ hours = $____
_____ @ $____ per hr. X ____ hours = $____
Equipment _____ @ $_____ = $____

Personnel (Gar) _____ @ $____ per hr. X ____ hours = $____
_____ @ $____ per hr. X ____ hours = $____
Equipment _____ @ $_____ = $____
_____ @ $_____ = $____

PUBLIC WORKS TOTAL $ Ø

Community Development

Tent Rental $____

COMMUNITY DEV. TOTAL $____

ESTIMATED TOTAL DUE CITY $ 548.68

TOTAL Actual Costs $_____ Billed $ _____

Payment Received By:_____

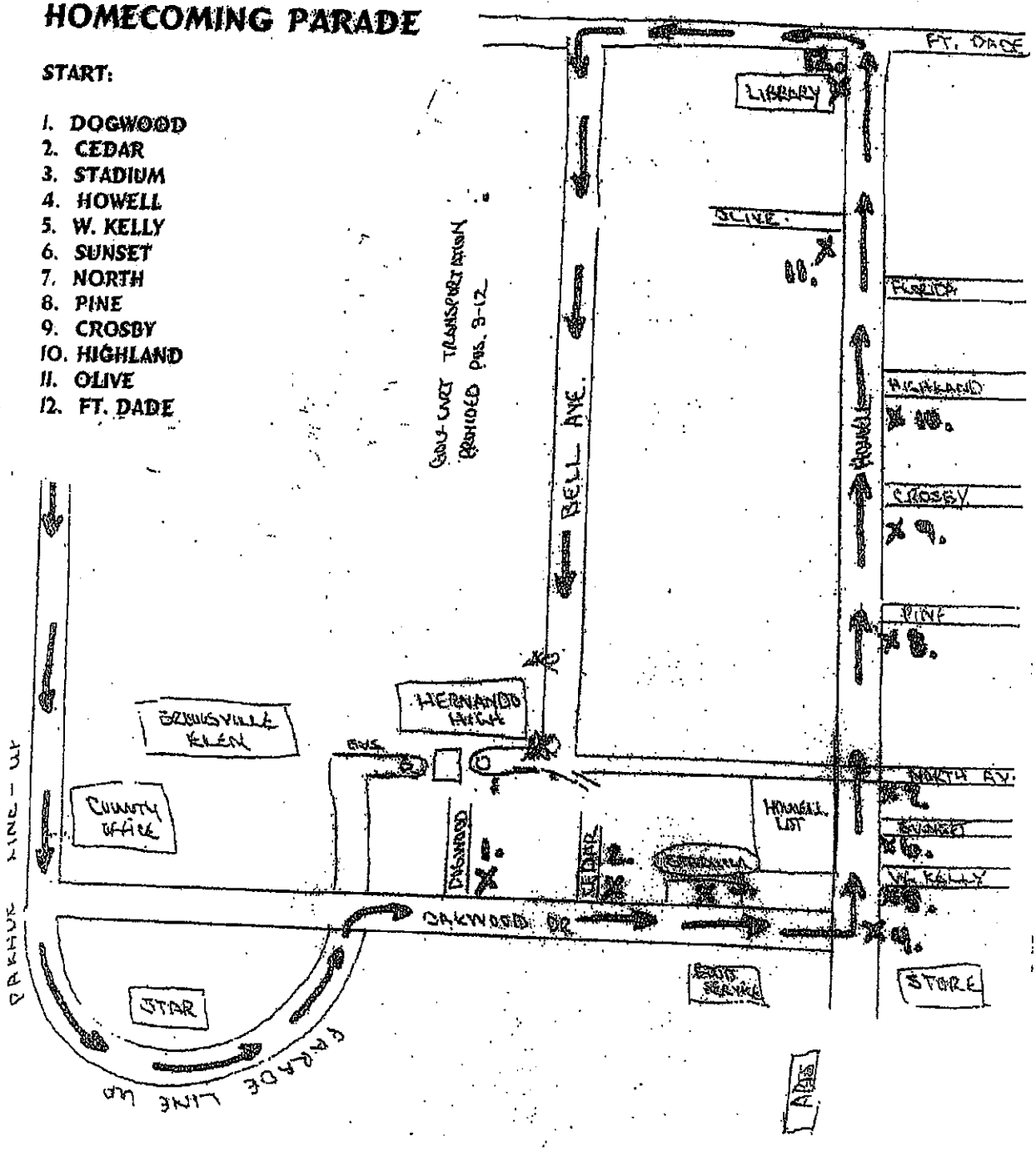
EVENT:	DETAIL SPECIFICATIONS:
HERNANDO HIGH SCHOOL	FRIDAY, OCTOBER 24, 2014 AT 1300 HRS. ON POST NTL 1230 HRS.
HOMECOMING PARADE	LEAD VEHICLE WILL ADVISE ON RADIO WHEN TO CLOSE DOWN ROADS
	RADIO CHANNEL - BPD

POST/ASSIGNMENT	OFFICER	RADIO #	ON POST	RATE	HOURS	$ AMOUNT
LEAD VEHICLE	SGT. SERRANO	905		$24.11	2	$48.22
HOWELL / OAKWOOD	SGT. MISLYAN	904		$23.90	2	$47.80
HOWELL / KELLY	SGT. MATHESON	908		$32.82	2	$65.64
HOWELL / SUNSET	SCHOOL STAFF					0
HOWELL / NORTH	SGT. DIXON	910		$24.72	2	$49.44
HOWELL / OAK	BARRICADE					0
HOWELL / PINE	OFC. BRIDGES	918		$18.46	2	$36.92
HOWELL / CROSBY	SCHOOL STAFF					0
HOWELL / CHERRY	OFC. FREDRICKSEN	925		$26.88	2	$53.76
HOWELL / HIGHLAND	SCHOOL STAFF					0
HOWELL / ALTA VISTA	BARRICADE					0
HOWELL / FLORIDA	OFC. CARTWRIGHT	951		$15.17	2	$30.34
HOWELL / OLIVE	OFC. BLACKMAN	923		$26.34	2	$52.68
HOWELL / IRENE	BARRICADE					0
HOWELL / FT. DADE	DET. PASTERNAK	930		$20.32	2	$40.64
FT. DADE / N. BROOKSVILLE	BARRICADE					0
FT. DADE / ALLEY WAY	BARRICADE					0
FT. DADE / MAGNOLIA	BARRICADE					0
FT. DADE / BELL	TECH. HOUGHTON	932		$14.42	2	$28.84
BELL / IRENE	BARRICADE					0
BELL / OLIVE	BARRICADE					0
BELL / MICKLER LOOP	BARRICADE					0
BELL / MT. FAIR	OFC. GOODMAN	914		$26.88	2	$53.76
BELL / ALTA VISTA	BARRICADE					0
BELL / CHERRY	BARRICADE					0
BELL / OAK	DET. SCHOFIELD	931		$20.32	2	$40.64
OAKWOOD / UNIVERSITY	BARRICADE					0
VARSITY / UNIVERSITY	BARRICADE					0
CROOM / HOWELL	BARRICADE					0
						$ 548.68
TOTAL MAN HOURS: 24			**TOTAL COST: $548.68**			

HOMECOMING PARADE

START:

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



Attachment 3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2014

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

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

PRODUCER 1-800-524-0191 Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Ave Suite 1350 Orlando, FL 32801 Peter Doyle	CONTACT NAME: Audrey Dellolio, ARM-P, AU PHONE (A/C, No, Ext): 407-563-3553 FAX (A/C, No): 407-370-3057 E-MAIL ADDRESS: Audrey_Dellolio@ajg.com
INSURED North East Florida Educational Consortium 3841 Reid Street Palatka, FL 32177	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Self Insured per FS768.28 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 40149692 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			See Below	07/01/14	07/01/15	EACH OCCURRENCE	$ PerStatute
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Qualified Self Insurer per FS768.28 - $200,000 Per Person/ $300,000 Per Occurrence.

REF: HERNANDO COUNTY SCHOOL BOARD
Hernando High School's use of Certificate Holder's premises. ALL DATES WITHIN THE TERM SHOWN ABOVE.

CERTIFICATE HOLDER

City of Brooksville

201 Howell Avenue

Brooksville, FL 34601 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Peter Doyle

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Attachment 4

City of Brooksville
Policy No. 3-2012

Special Event Fee Waiver Policy

Section 1. Definitions

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

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

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

Section 2. Special Event Fees and Waivers

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

B. Applicants may request a Fee Waiver of up to 50% of City required 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.

C. 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 September 15, 2014

CERTIFIED POLICY NO. 3-2012:

s/T. Jennene Norman-Vacha
T. Jennene Norman-Vacha
City Manager

Attachment 5

FEES WAIVERS APPROVED BY COUNCIL FOR FY2015

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				
9/17/2014		**Council Budgeted Amount**									**10,000.00**
9/15/2014	11/8/2014	Veteran's Parade	413.08					413.08	206.54	206.54	9,793.46

TOTALS 413.08 206.54 206.54 9,793.46

City of Brooksville

AGENDA ITEM NO. D-1
10/6/14

September 11, 2014

McAllister Venture Group LLC
16215 Sandusky St.
Brooksville, FL 34604

Dear Property Owner:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Improvement Award for beautifying the property located at 511 South Broad Street, Maw's Vittles.

The Certificate of Recognition and "rotating" outdoor sign will be presented to you by the Beautification Board Chairman at the next regular City Council Meeting to be held Monday, October 6, 2014 at 7:00 p.m. in the **BROOKSVILLE CITY HALL COUNCIL CHAMBERS LOCATED AT 201 HOWELL AVENUE**. Please contact Beautification Board Secretary, Ryan Timothy, and let her know by Friday, September 26th if you will or will not be able to attend this meeting to accept your award. If you have any further questions or concerns, please contact Ms. Timothy at (352) 540-3841 or email at rtimothy@cityofbrooksville.us.

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

Sincerely,

Scott Renz, Chairman
Beautification Board

cc: Janice Peters, City Clerk

Margaret R. Ghiotto

CERTIFICATE OF RECOGNITION

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

Debra Bane

Maw's Vittles, 511 South Broad Street, Brooksville, FC 34601

Presented this 6th day of October, 2014

Mayor

City Clerk

AGENDA ITEM NO. D-2
10/06/14

City of Brooksville

Proclamation

Whereas, the white cane, which every blind citizen of our city has the right to carry, demonstrates and symbolizes the ability to achieve a full and independent life and the capacity to work productively in competitive employment; and

Whereas, the white cane, by allowing every blind person to move freely and safely from place to place, makes it possible for the blind to fully participate in and contribute to our society; and

Whereas, every citizen should be aware that the law requires that motorists exercise appropriate caution when approaching a blind person carrying a white cane; and

Whereas, Florida law also calls upon employers, both public and private, to be aware of and utilize the employment skills of our blind citizens by recognizing their worth as individuals and their productive capacities; and

Whereas, the State of Florida, through its public agencies and with the cooperative assistance of the Lighthouse for the Visually Impaired and Blind, can look forward to a continued expansion of employment opportunities for and greater acceptance of blind persons in the competitive labor market:

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim October 14, 2014

"White Cane Awareness Day"

in Brooksville and do call upon our schools, colleges, and universities to offer full opportunities for training to blind persons; upon employers and the public to utilize the available skills of competent blind persons and to open new opportunities for the blind in our rapidly changing society; and upon all citizens to recognize the white cane as an instrument of safety and self-help for blind pedestrians on our streets and highways.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 6th day of October, 2014.

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

AGENDA ITEM NO. D-3
10/06/14

City of Brooksville

Proclamation

Whereas, The City of Brooksville is committed to ensuring life safety and security of all those living in and visiting the City of Brooksville and surrounding areas and,

Whereas, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas, home fires killed more than 2,300 people in the United States in 2012, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 365,000 home fires; and

Whereas, three out of five home fire deaths result from fires in properties without working smoke alarms, which cut the risk of dying in reported home fires in half; and

Whereas, City of Brooksville firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

Whereas, the 2014 Fire Prevention Week theme, "Working Fire Alarms Save Lives: Test Yours Every Month!" effectively serves to remind us that we need working smoke alarms to give us the time to get out safely.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim October 5-11, 2014, as

"Fire Prevention Week"

and, urge all citizens in the City of Brooksville and surrounding communities to test their smoke alarms at least every month by pushing the test button, and to support the many public safety activities and efforts of Brooksville Fire Department.

IN WITNESS WHEREOF, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 6th day of October, 2014.

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

AGENDA ITEM NO. F-1
10/6/14

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER Jennene Norman-Vacha NR

FROM: JANICE L. PETERS, CMC, CITY CLERK

SUBJECT: SURPLUS EQUIPMENT

DATE: September 16, 2014

GENERAL SUMMARY/BACKGROUND: Below is a list of property determined to be obsolete, inoperative, unsafe or otherwise no longer feasible in the City.

Description

1. Street Sweeper - Poor condition, previously approved for surplus when no longer useable.
2. Computer Equipment in Poor Condition
   - 6 Monitors
   - 1 Printer - HP1210xi Printer
   - 5 Computers
   - 11 Keyboards

With Council's approval, the items will be coordinated for auction or other disposal as appropriate.

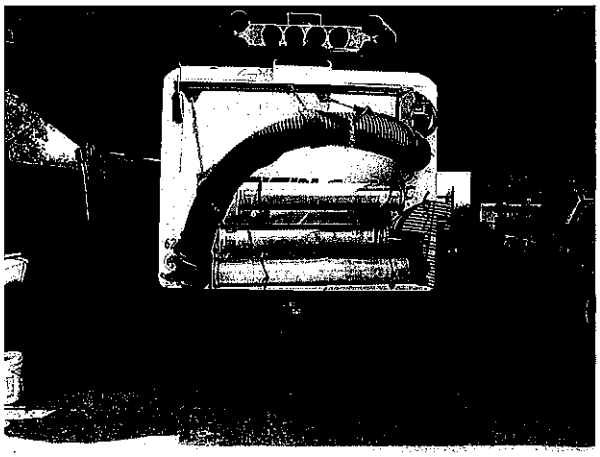
BUDGET IMPACT: Revenues received will be deposited in the appropriate revenue accounts within the City's Funds. A nominal financial impact is expected from the sale of this surplus equipment.

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

STAFF RECOMMENDATION: City Council to declare the items as "surplus" and authorize the City Manager to dispose of through auction or appropriate venue.

ATTACHMENTS: Picture of Street Sweeper

STREET SWEEPER



AGENDA ITEM NO. F-2
10/6/14

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: SPECIAL REVOCABLE LICENSE AGREEMENT BETWEEN THE CITY OF BROOKSVILLE AND CATHERINE REEVES AND CRYSTAL HOLZAPFEL, OWNERS OF THE RISING SUN BISTRO AND MARKET, FOR PROPERTY LOCATED AT 10 S. MAIN STREET

DATE: OCTOBER 6, 2014

GENERAL SUMMARY/BACKGROUND: Catherine Reeves and Crystal Holzapfel, owners of the Rising Sun Bistro and Market, have requested a Special Revocable License Agreement to allow the business to place tables and chairs for customer seating within the rights-of-way (sidewalk area) in front of and adjacent to their storefront located at 10 S. Main Street. The Agreement replaces the Special Revocable License Agreement approved on June 20, 2005, by City Council between the City of Brooksville and Lisa Johnson, the previous owner of the Rising Sun Café.

The proposed Special Revocable License Agreement provides for tables and chairs to be placed within the Main Street rights-of-way consistent with the plan contained within Exhibit "A" of the Agreement. Additionally, the Agreement prohibits alcoholic beverage sales and consumption and advertising within the right-of-way. The Agreement also provides for the Licensee to pay processing fees, indemnify and hold harmless the City from liability associated with the use, maintain specified levels of liability insurance coverage and adhere to applicable laws and standards. The initial term of the Agreement is for five years (changed from the ten years that the initial draft proposed) and automatically renewed for five year terms thereafter.

The proposed Agreement protects and preserves the City's responsibilities related to public rights-of-way.

SUBSEQUENT CITY COUNCIL ACTION: At the September 15, 2014 meeting, the City Council pulled this item from the Consent Agenda and directed that two changes be made to the Agreement as follows:

- Change the initial term from 10 years to 5 years (Section 11 of the Agreement)
- Add additional language to the Agreement that specifies that the utilization of the right-of-way space in front of adjacent property requires the written permission of the existing and subsequent owners of the adjacent property and said permission needs to be updated with each renewal term of the Agreement (Section 1 of the Agreement)

These changes have been made to the Agreement. Additionally, the approval dates have been updated to reflect the City Council's anticipated action at the October 6, 2014 meeting.

BUDGET IMPACT: The Licensee is required to pay a non-refundable processing fee of $25 and a $25 annual administrative fee to ensure that the Licensee remains compliant with the Agreement. Other than the administrative oversight to monitor "Agreement" compliance, no additional budget impact is anticipated.

LEGAL NOTE: The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services. Sub-section 74-1(b) of the City of Brooksville Code of Ordinances allows the utilization and encroachment of private uses/structures on city rights-of-way with the City Council's approval of such use/structure subject to and in accordance with the terms and conditions of a revocable license agreement.

STAFF RECOMMENDATION: Approve the Special Revocable License Agreement with Catherine Reeves and Crystal Holzapfel, owners of the Rising Sun Bistro and Market, allowing for the placement of tables and chairs in the rights-of-way consistent with the plan attached as Exhibit "A" thereto.

ATTACHMENT:

1. Special Revocable License Agreement
2. Property Owner Permission Letter
3. Adjacent Property Owner Permission Letter

Attachment 1

SPECIAL REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of October, 2014, by and between the CITY OF BROOKSVILLE, a municipal corporation of the State of Florida, hereinafter referred to as the "City", and CATHERINE REEVES AND CRYSTAL HOLZAEPFEL, owners of RISING SUN BISTRO AND MARKET, located at 10 S. Main Street, Brooksville, Fl. 34601, hereinafter referred to as "Licensee." This Agreement replaces the SPECIAL REVOCABLE LICENSE AGREEMENT approved on June 20, 2005 by City Council between the City of Brooksville and Lisa Johnson, owner of the Rising Sun Café; and

WHEREAS, Licensee has requested to utilize and/or encroach on, over, or under a portion of the right-of-way adjacent to the property from which the business operates; and

WHEREAS, the City Council approved this license on the 6th day of October, 2014.

NOW THEREFORE AND IN CONSIDERATION of the mutual benefits and obligations hereinafter set forth, to be kept and performed by the parties hereto, the City and Licensee agree as follows:

1. City grants to Licensee a revocable license to use a portion of real property in the City right-of-way adjacent to property located at 10 S. Main Street, Brooksville, Fl. 34601 (hereinafter called "subject property"), for the purposes of placing tables and chairs for outdoor dining. Licensee has provided a drawing, to scale, showing the layout and dimensions of the existing sidewalk and adjacent private property, and the proposed locations of all tables, chairs, and other proposed structures. The Licensee is required to obtain written permission from existing and subsequent adjacent property owners in order to utilize the right-of way space in front of the Licensee's adjacent property, with said permission being updated each time the term of the Agreement is renewed. The drawing depicting the right-of-way space to be utilized is attached hereto as Exhibit "A" and made a part of this agreement. The license shall be specifically limited to the area shown on Exhibit "A".

2. A clear, unobstructed, pedestrian path of no less than six (6) feet shall be maintained at all times. The placement of any tables, chairs, or other structures may not be permitted within (5) feet of pedestrian crosswalks, fire hydrants, alleys, doorways, building access points or landscaped tree wells. The placement of said tables, chairs and structures shall be parallel to and not more than twelve (12) inches from the subject property.

3. The style, make and appearance of tables and chairs are subject to City Council approval and a photo of the tables and chairs to be used is attached hereto as Exhibit "B" and made a part of this agreement. Umbrellas, if used, shall be fire retardant or manufactured of fire-resistive material and shall comply with applicable building and fire codes. All of the Licensee's personal property must be removed from the public right-of-way whenever the Licensee's restaurant is not open for business.

4. This agreement affords the Licensee no added opportunity to use the right-of-way for advertising purposes. Tables, chairs, tablecloths, placemats, table tents, placards, umbrellas,

or any other permitted structure occupying the public right-of-way shall not advertise a product or business. Licensee must adhere to the provisions governing signs as detailed in Article VII, as amended, of the City of Brooksville Land Development Code.

5. Alcoholic beverages are prohibited within the public right-of-way at all times. No food preparation, fire or fire apparatus shall be allowed within the public right-of-way. No live entertainment or sound system speakers shall be placed in the license area unless permitted as part of a special event.

6. Licensee will pay a non-refundable processing fee of $25.00 to the City. Commencing upon the date of this Agreement, and until it is terminated, Licensee shall be required to pay an annual administrative fee of $25.00 to the City. This fee shall be due and payable each year within 30 days of the anniversary of the approval date of this Agreement.

7. The area covered in this agreement and the sidewalk and roadway immediately adjacent to it shall be maintained in a neat, clean and orderly appearance at all times by the Licensee and the area shall be cleared of all debris as needed during the day and again at the close of each business day and as determined by the City. The Licensee shall also be responsible to clean the sidewalk surface on which the permitted tables and chairs are located. The Licensee shall not use caustic or acidic chemicals, which may damage the sidewalk surface. The Licensee shall be responsible to repair or replace a sidewalk due to surface damage caused by the Licensee or their patrons. Unless otherwise provided elsewhere in this Agreement, Licensee shall, at their expense, restore the subject property to its original condition, reasonable wear and tear excepted, upon the termination of the license granted hereby.

8. Licensee shall indemnify and hold harmless the City from any and all liability, claims, demands, damages, fees, fines, penalties, expenses (including attorney's fees), suits, proceedings, actions, or causes of action, of every kind and nature whatsoever, arising out of or occurring in connection with the use of subject property by Licensee, their successors, assigns, officers, employees, servants, agents, contractors, or invitees of whatsoever description, or resulting from any breach, default, nonperformance, or violation of any of the Licensee's obligations under this Agreement. Licensee shall, at their own expense, defend any and all actions, suits, or proceedings which may be brought against the City or in which the City may be impleaded with others in any such action or proceeding arising out of the use or occupancy of the subject property. The provision of this paragraph shall survive the termination of this Agreement for a period of four (4) years following the effective date of termination.

9. It is understood and agreed that Licensee accepts the subject property and the ground under it in its present condition, and no representation as to any portion, part or section of said property is hereby made by the City; nor does the City warrant or represent that the property is safe or suitable for the purpose for which it is permitted to be used by Licensee.

10. Until the termination of this license is acknowledged in writing by the City, the Licensee agrees to purchase and maintain in full force and effect, liability insurance coverage, including contractual liability coverage on the subject property acceptable to the City. Such coverage shall be at least $2,000,000.00 combined single limit for property damage and bodily injury liability. Prior to undertaking any activity upon the subject property, Licensee shall

provide the City with a certificate of insurance, satisfactory to the City, evidencing the existence of such insurance. Required insurance shall be documented in the Certificates of Insurance which provide that the City of Brooksville shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Brooksville shall be named on each Certificate as an Additional Insured and this License Agreement shall be listed on the certificate. Certificates shall be on an ACORD 25 "Certificate of Insurance" form, or equal, as determined by the City. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Licensee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, this agreement becomes null and void and all privileges of use of the right-of-way are revoked by the City. The Certificate Holder shall be listed as City of Brooksville, Florida. Failure of Licensee to provide and maintain the requisite insurance shall be cause for the City to terminate this Agreement and to retake exclusive possession of the subject property immediately upon giving notice of its intention to do so to Licensee.

11. The initial term of this Agreement is for five (5) years. Thereafter, the Agreement will automatically be renewed for five (5) year terms. This license shall be for the sole use and benefit of Licensee. This Agreement, and the license granted hereby, may be terminated by the Licensee by giving a minimum of thirty (30) days prior written notice to the City.

12. The approval of this special revocable license agreement is conditional at all times. The City may require the temporary removal of all permitted tables and chairs when street, sidewalk or utility repairs necessitate such action or when the health, safety or welfare of the citizens may necessitate such. This agreement may be revoked or suspended by the City upon findings that include but are not limited to the following: Any necessary business or health license for the Licensee has been suspended, revoked, or canceled; the Licensee does not maintain insurance in the amounts as provided herein; the Licensee's actual uses within the designated area are different from those uses described or depicted on the Licensee's site plan and application; the use of the right-of-way by the Licensee and their patrons has resulted in increased amounts of refuse that jeopardize the health of the citizens and the aesthetics of the area; Licensee has failed to correct violations of this article or conditions of the license within 24 hours of receipt of Notice by the City of such violations delivered verbally or in writing to the Licensee; the Licensee is found to cause, promote or allow the sale or consumption of alcoholic beverages in the permitted area or in the public right-of-ways; the Licensee is cited for or found to be serving alcoholic beverages to minors, regardless of whether consumed in the right-of-way or not; the Licensee has failed to abide by the stipulations set forth in this agreement or the Code of the City of Brooksville; or the Brookville City Council determines that the sidewalk right-of-way, unobstructed, is necessary for public use.

13. The terms of this agreement shall be transferable to any other business or property owner at the same location. Said transfer shall be approved by the City Manager or his designee. Any consent by the City to any act of assignment, subletting or occupancy shall be held to apply

only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Licensee, or their legal representatives or assigns, to obtain from the City its consent to any other or subsequent assignment, subletting or occupancy or as modifying or limiting the rights of the City under the foregoing covenants by the Licensee not to assign or sublet without such consent. In any event, no such assignment, subletting or occupancy shall relieve the Licensee of their obligations hereunder.

14. All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply and be considered in the approval, acceptance and ongoing responsibilities of this Agreement, which shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the use approval or subsequent performance shall lie exclusively in the Circuit Court of Hernando County, Florida, or the United States District Court for the Middle District of Florida, as applicable

IN WITNESS WHEREOF, this Agreement is executed by the authorized representatives of the City and Licensee on the day and year first written herein.

CITY OF BROOKSVILLE, FLORIDA

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

By:_____
Kevin Hohn, Mayor

LICENSEE(S)

By:_____
CATERINE REEVES

By:_____
CRYSTAL HOLZAEPFEL

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

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

Exhibit "A"

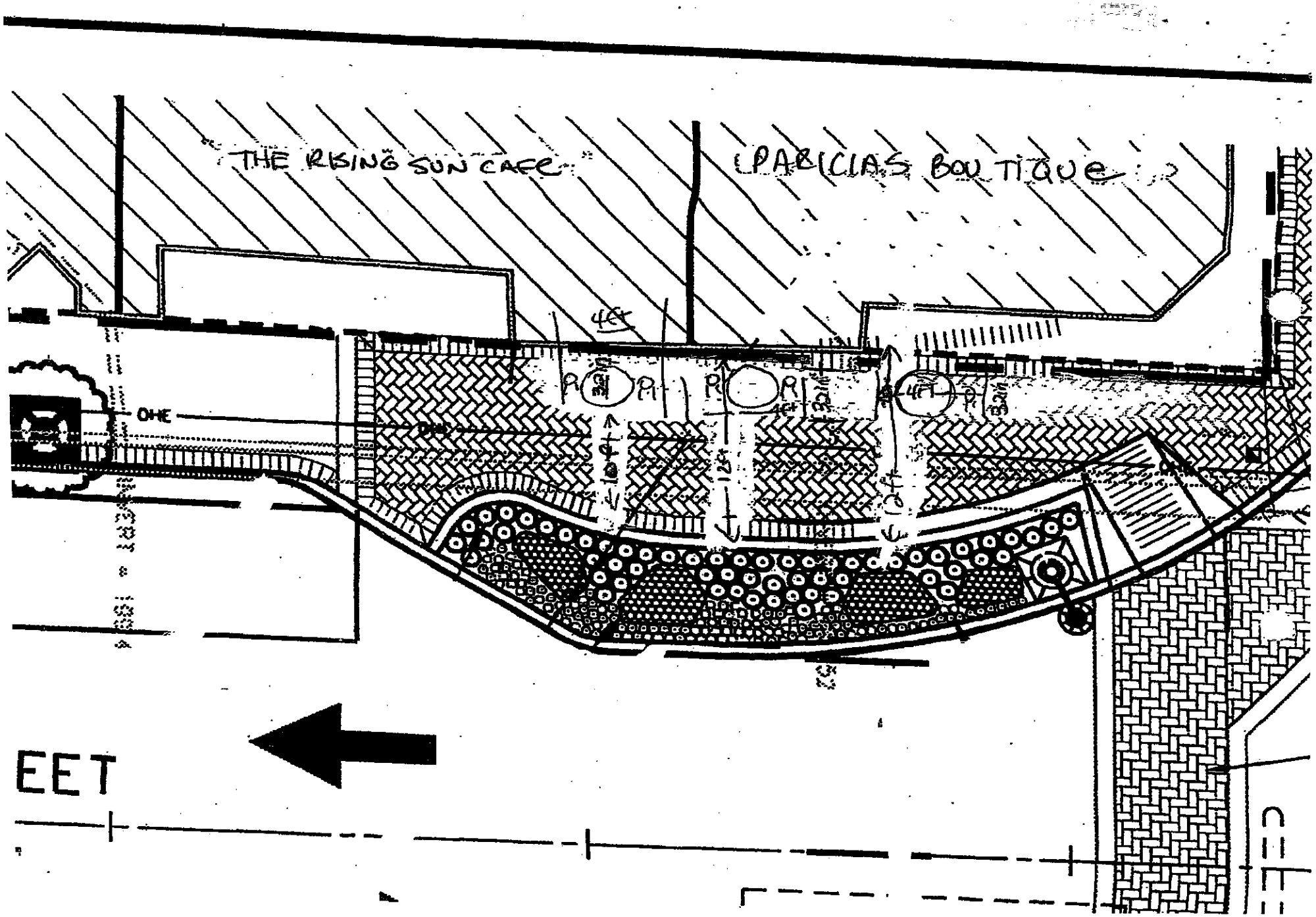
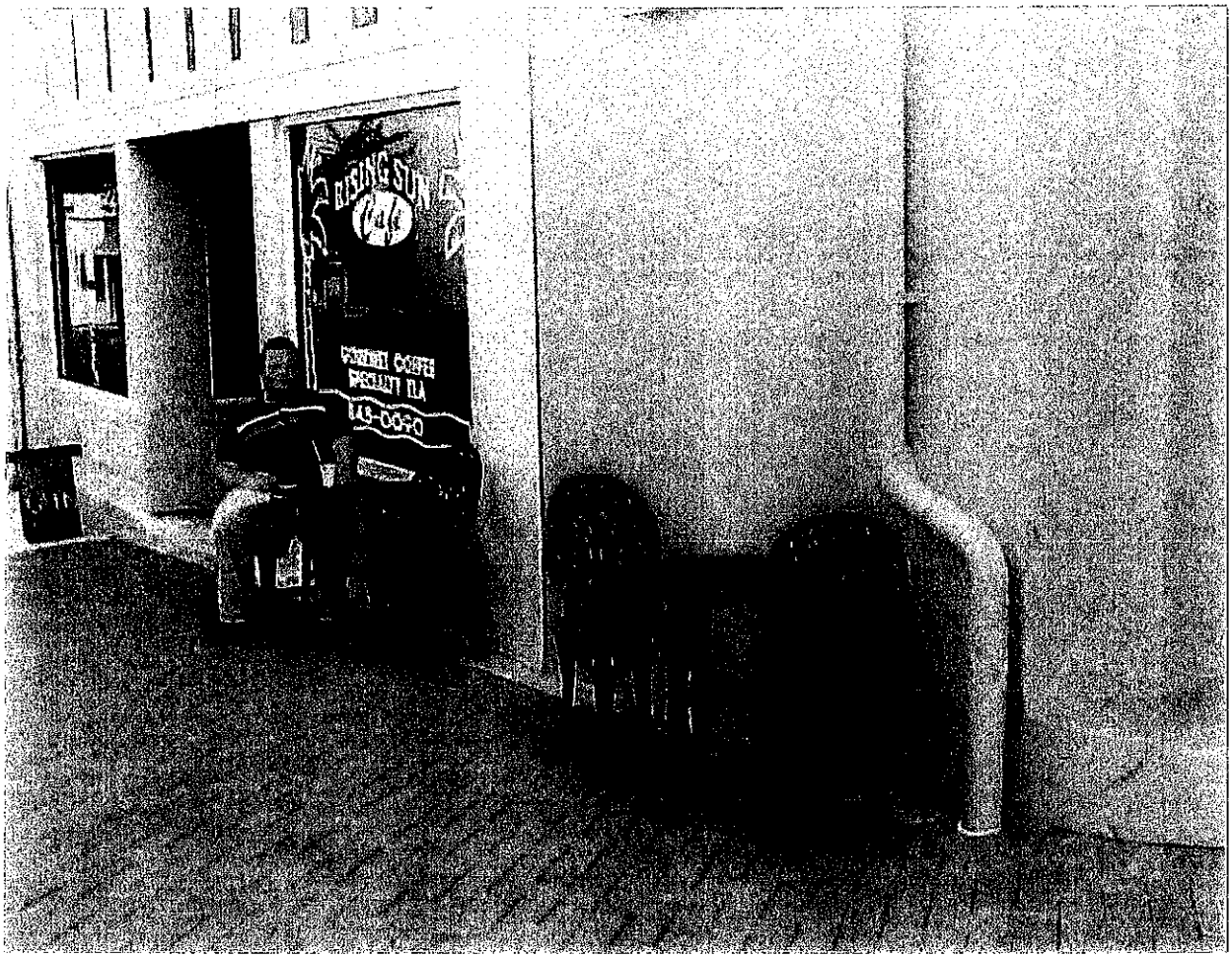

THE RISING SUN CAFE
PARICIAS BOUTIQUE
EET

Exhibit "B"

RISING SUN
Cafe
GOURMET C
SPECIALTY
848-0(



Attachment 2

September 5, 2014

City of Brooksville
Brooksville, Florida

Re: 10 Main Street
Brooksville, Florida 34601

Please know by this statement that Historic Downtown Partners, LLC, as owners of the above mentioned property situate at 10 Main Street, Brooksville, Florida, supports the application of CC'S Southern Charm LLC (Tenant) for placement of tables and seating at the exterior front sidewalk of the building.
Thank you for your consideration.

Howard P. Moore, Managing Partners
Historic Downtown Partners LLC
245 Mt. Fair Avenue
Brooksville, Florida 34601
Phone (352) 796 3647

Attachment 3

September 18, 2014

Patricia's Boutique
11 S. Broad St.
Brooksville, Fl. 34601

City of Brooksville
Community Development Department
201 Howell Ave.
Brooksville, Fl. 34601

To Whom It May Concern:

Please accept this letter as authorization to allow Rising Sun Bistro and Market to place outdoor tables and chairs on the Main Street sidewalk in front of Patricia's Boutique.

Thank you.

Richard and Patricia Lambright

Patricia Lambright

AGENDA ITEM NO. F-3
10/6/14

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER Jennene Norman-Vacha per

FROM: RICHARD RADACKY, DIRECTOR OF PUBLIC WORKS Richard Radacky

SUBJECT: MOWING CONTRACT WITH BENCHMARK OF CENTRAL FLORIDA, LLC – APPROVAL OF SECOND ONE-YEAR EXTENSION

DATE: SEPTEMBER 15, 2014

GENERAL SUMMARY/BACKGROUND: The Utility Division contracts the mowing of the various treatment plants and pump station sites.

Through the public bidding procedure in 2011, a contractor was selected and an agreement for mowing services was entered into with Benchmark of Central Florida, LLC (Attachment 1). The agreement provides for an initial term of two (2) years, with two (2) additional 1-year extensions, provided the rate and terms remain the same. The original term expired November 6, 2013, and Council, at its October 21, 2013 meeting, approved the first of two additional one-year extensions.

Benchmark of Central Florida LLC provided a letter of interest in extending the agreement for an additional one-year period at the same rates and terms and staff is in agreement. (Attachment 2)

BUDGET IMPACT: The cost of this activity is between $17,000 and $19,000 annually depending on the growing season. Funds for this activity are approved in the Fiscal Year 2014 Utility Division Budget, Water and Sewer Account Numbers 401-021-536-5400 and 401-027-536-5400.

LEGAL REVIEW: Council has home-rule authority (Article VIII, 2(b), Florida Constitution, Section 166.011, Florida Statutes) to consider matters of fiscal and intergovernmental benefit.

STAFF RECOMMENDATION: Staff recommends Council approve the extension of the contract with Benchmark of Central Florida, LLC for an additional one-year period as provided for in the agreement.

ATTACHMENTS:
1. Letter of interest
2. Original Contract

Attachment 1

Janice Peters

From: JOHN [benchmarkocf@live.com]
Sent: Friday, August 22, 2014 9:44 AM
To: Janice Peters
Subject: Benchmark contract extension

We are willing to provide mowing services for an additional year under the same terms as our current contract SD2011-16.

John Summers
Benchmark of Central Florida, LLC.
9743 SE US Hwy. 441
Belleview, FL. 34420
(352) 347-2400

Attachment 2

ADDENDUM NO. 1

This Addendum is entered into this 21st day of October, 2013, by and between the **City of Brooksville** and **Benchmark of Central Florida, LLC**. It is expressly agreed by the parties that the Addendum is supplemental to the Mowing Services Agreement of November 7, 2011, of which this Addendum is made a part by reference and all terms, conditions and provisions of the original, unless specifically modified herein, are of full force and effect.

1. Pursuant to Article 2 of the Agreement, the parties hereby agree to extend the term of this Agreement for one (1) additional one (1) year period ending November 7, 2014, conditioned by all the terms and provisions contained in the original agreement.

ATTEST:

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

(Seal)

CITY OF BROOKSVILLE

By: _____
Lara Bradburn, Mayor

Date Signed: 10/21/13

Contractor Witnesses:
(2 Required)

Witness: RAENARD W. RADACKY
Name

_____
Signature

Witness: WILLIAM SMITH
Name

_____
Signature

Contractor

Benchmark of Central Florida LLC
Business Name

By: _____
Signature

John Summers Owner
Print Name & Title

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

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

AGREEMENT FOR CONTRACTOR SERVICES FOR MOWING SERVICES BID NO.: SD2011-16

This Agreement made as of this 7TH day of, November, 2011 by and between the **City of Brooksville**, Florida - (the "CITY"), and **Benchmark of Central Florida, LLC**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 308 **Poplar Rd., Ocala, FL 34480**, phone:**352-347-2400** fax: **352-347-2402**.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for Mowing Services, Bid No. SD2011-16.

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

ARTICLE 2 - SCHEDULE

This contractor shall commence services on November 7, 2011, and complete all services by November 6, 2013.

This Agreement, as indicated above, is for an initial term of two (2) years, unless sooner terminated pursuant to the terms of this agreement. The City shall have the option of extending the term of this Agreement for two (2) additional one (1) year periods conditioned by all terms and provisions contained herein, and at the same rate of compensation, provided the Contractor shall agree with such an extension of term. In the event an extension of term is mutually agreed to, or in that circumstance whereby the rate of compensation is renegotiated, or where any other provision or condition as stipulated herein is changed or altered in any manner, then such extension or change of provision or condition shall be memorialized by an addendum, hereto executed by both parties.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly, based on the unit prices per cut as indicated on bid forms A and B.

B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.

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

ARTICLE 4 - TERMINATION

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

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of $100,000/$500,000/$1,000,000 or $1,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of $500,000/$1,000,000 or $1,000,000 combined single limit coverage for bodily injury.

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

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

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

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

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

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

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

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14 - CONTRACT ASSIGNMENT

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

ARTICLE 15 - AMENDMENT

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

ARTICLE 16 - ENFORCEMENT COSTS

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

ARTICLE 17 - AUTHORITY TO PRACTICE

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

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

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

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

ARTICLE 20 - MODIFICATION

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

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

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

ARTICLE 21 - CONTRACT DOCUMENTS

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

A. Advertisement for Bids.
B. Special Instructions and Conditions
C. General Instructions and Conditions
D. Minimum Technical Specifications
E. Bid Forms
   Bid Certification Form
   Drug-Free Workplace Certification
   Public Entity Crimes Statement

State of Florida License

G. Addendums (if any)

H. Performance & Payments Bonds (if required)

I. Change Orders (if any)

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

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

ARTICLE 22 - VENUE

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

ARTICLE 23 - NOTICE

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

Benchmark of Central Florida LLC
38 Poplar Rd.
Ocala, FL 34480

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

CITY CLERK

Attest: _____
Janice L. Peters, CMC
City Clerk

Contractor Witnesses:
(2 REQUIRED)

Witness Freda Summers
Name (Print)

Freda Summers
Signature

Witness CHARLES BROWN
Name (Print)

_____
Signature

CITY OF BROOKSVILLE, FLORIDA

By: _____
Frankie Burnett, Mayor

Contractor: John Summers

Benchmark of Central Florida, Llc.
Business Name

By: _____
Signature

John Summers (Owner)
Print Name and Title

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

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

AGENDA ITEM NO. F-4
10/6/14

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: PUMPING AND PROCESSING EQUIPMENT PURCHASE

DATE: September 17, 2014

GENERAL SUMMARY/BACKGROUND: The Utilities Division of the Public Works Department is requesting Council approval to purchase replacement pumps for the Howell Avenue sewage pump station (2 pumps) and replacement mixers (2 mixers) at the Cobb Road Water Reclamation Facility. This equipment is needed because the existing equipment has been in continuous operation for 12+ years and is worn out beyond its serviceable life. The equipment is critical, at these facilities.

The installed equipment brand is Flygt, which is manufactured and sold by Xylem Water Solutions U.S.A., Inc. Flygt is a sole-source brand. Xylem is the only factory sales organization in Florida. Even though this equipment is sole source, the bid documents were fashioned to allow other manufacturers to bid, provided the modification costs to fit the different brand equipment, in place of the existing equipment, were included in the bid price.

Bids were opened on July 30, 2014, for the sewer equipment. The only bidder was Xylem Inc. The bid price was $142,588 for all the equipment (two (2) pumps and two (2) mixers).

Also included in the bid was the replacement of two (2) well pumps, one (1) at Hope Hill water plant and the other at the Lamar Avenue water plant. Only one (1) bidder responded for this equipment, A.C. Schultes of Florida., Inc. This type of equipment is not sole source or proprietary in nature. It is recommended that this equipment be rebid.

BUDGET IMPACT: $143,588 was budgeted in the Fiscal Year 2015 budget from Line Item Account Number 401-000-166-19037 for the sewer equipment. The bid amount is $142,588.

LEGAL REVIEW: Pursuant to the City's Charter, Article V, Section 5.05, Competitive Bidding, the City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to Florida Statutes, Chapter 287.

STAFF RECOMMENDATION: Staff recommends the City Council approve the purchase of the sewer pumping and processing equipment from Xylem Water Solutions U.S.A., Inc., in the amount of $142,588 and that staff rebids the well pump equipment.

ATTACHMENTS:
1. Xylem Water Systems U.S.A., Inc. Bid Certification
2. A.C. Schultes of Florida, Inc. Bid Certification

Attachment 1

Bidder/Company Name: Xylem Water Solutions
Flygt Pumps

BID/CERTIFICATION FORM
CITY OF BROOKSVILLE
WATER AND WASTEWATER
PUMPING & PROCESSING EQUIPMENT
BID NO. UD2014-01

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

1. The undersigned warrants that: (A) this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any), the Minimum Technical Specifications, Plans, Addendum, Exhibits, Agreement, Bonds and Insurance requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Bidder.

2. Please check one:
   - ☒ Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.
   - ☐ Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Bidder proposes and agrees to provide all materials, services or equipment required for the City Of Brooksville **WATER AND WASTEWATER PUMPING & PROCESSING EQUIPMENT BID NO. UD2014-01**, for the **Total Bid Sum** (*must reflect same total of attached itemized data sheet(s) as summarized below*) of One Hundred Forty two thousand Five Hundred eighty-Eight Dollars ($ 142,588.00).

Bidder/Company Name: Xylem Water Solutions
Flygt Pumps

5. Bid Proposal Summary as reflected in attachments:

Item 1 – Replacement of a Deep-well Turbine Pump at the Lamar Avenue Potable Water Treatment Plant.

Total Sum for Item 1: $ N/A

Item 2 – Furnish and Install a Deep-well Submersible Pump at the Hope Hill Water Plant.

Total Sum for Item 2: $ N/A

Item 3 – Supply Two (2) Submersible Sewage Pumps for the Howell Avenue Pump Station

Total Sum for Item 3: $ 95,750.00

Item 4- Supply Two (2)Submersible Mixers for the Cobb Road Water Reclamation Facility.

Total Sum for Item 4: $ 46,838.00

TOTAL BID SUM: $ 142,588.00

6. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein and as shown on the plans.

120 DAYS
(Maximum 120 Calendar Days)

7. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.

8. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

_____

_____

Bidder/Company Name: Xylem Water Solutions
Flygt Pumps

Name of Bidder: Xylem Water Solutions U.S.A. Inc. Flygt Pumps

Business structure: (X) Corporation, ( ) Partnership, ( ) Individual, ( ) Other: _____

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: Xylem Water Solutions U.S.A. Inc.

Incorporated in State of: Delaware Date of Incorporation: May 4, 2011

Business Address: 2152 Sprint Blvd.

City: Apopka State FL. Zip 32703

Telephone Number: (407) 880-2900 Fax (407) 880-2962

Submitted By: Matthew Fisher
(Print)

Title: Vice-President, Treasurer & Controller

Signature: _____

ATTEST: _____
~~Secretary~~

By: PATRICK RIENKS
Print Name Vice-President

Affix Corporate Seal
(If Corporation)

State of ~~Florida~~ North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me this 29th day of July, 2014, by Matthew Fisher, who is personally known to me or who presented _____ as identification, and who (did) (~~did not~~) take an oath.

Rhonda Hinson
[Signature of Notary Public]

Rhonda Hinson
[Printed, typed or stamped name of Notary Public]

NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

XYLEM WATER SOLUTIONS U.S.A., INC.

UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS

The undersigned, constituting all of the members of the Board of Directors of Xylem Water Solutions U.S.A. Inc., a corporation formed pursuant to the laws of the State of Delaware (the "Corporation"), do hereby consent, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, to the adoption of the resolutions set forth below with the same effect as if said actions were taken by unanimous approving vote at a meeting at which all of the Directors were present in person:

RESOLVED: That the acts and contracts of the current and past officers of the Company are hereby adopted, ratified and approved.

RESOLVED FURTHER: That the following named persons are appointed as officers of the Corporation in the capacities indicated opposite their respective names, to serve as officers from this date forward until their resignation, removal or death or until their successors are duly appointed.

Individuals	Offices
Ron Askin	President
Matthew Fisher	Vice President, Treasurer & Controller
Jane Dobson	Vice President, Secretary & General Counsel
Wesley Lobo	Vice President
Jim Peterson	Vice President
Patrick Rienks	Vice President
James Randall	Vice President
Marda Kornhaber	Vice President
Diana Yan	Vice President
Joe Vesey	Vice President
Keith Richey	Vice President & Assistant Secretary
Linda Lynch	Vice President & Assistant Treasurer
Sonia Hollies Bell	Vice President & Assistant Treasurer
Erica Flores	Vice President & Assistant Treasurer
Lawrence Ault	Vice President & Assistant Treasurer

RESOLVED FURTHER: That any previous appointment of officers for the Corporation are hereby revoked.

RESOLVED, that this Unanimous Written Consent may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same document, and that the different directors of the Corporation need not be signatories to the same counterpart.

Dated: April 22, 2014

Ron Askin

Jane Dobson

Diana Yan

Attachment 2

BID/CERTIFICATION FORM
CITY OF BROOKSVILLE
WATER AND WASTEWATER
PUMPING & PROCESSING EQUIPMENT
BID NO. UD2014-01

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

1. The undersigned warrants that: (A) this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any), the Minimum Technical Specifications, Plans, Addendum, Exhibits, Agreement, Bonds and Insurance requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Bidder.

2. Please check one:
   - ☒ Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.
   - ☐ Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Bidder proposes and agrees to provide all materials, services or equipment required for the City Of Brooksville **WATER AND WASTEWATER PUMPING & PROCESSING EQUIPMENT BID NO. UD2014-01**, for the **Total Bid Sum** (*must reflect same total of attached itemized data sheet(s) as summarized below*) of Ninety four Thousand, Three hundred Dollars ($94,300.00).

5. Bid Proposal Summary as reflected in attachments:

Item 1 – Replacement of a Deep-well Turbine Pump at the Lamar Avenue Potable Water Treatment Plant.

Total Sum for Item 1: $ 60,600.00

Item 2 – Furnish and Install a Deep-well Submersible Pump at the Hope Hill Water Plant.

Total Sum for Item 2: $ 33,700.00

Item 3 – Supply Two (2) Submersible Sewage Pumps for the Howell Avenue Pump Station

Total Sum for Item 3: $ Not Available

Item 4- Supply Two (2)Submersible Mixers for the Cobb Road Water Reclamation Facility.

Total Sum for Item 4: $ Not Available

TOTAL BID SUM: $ 94,300.00

6. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein and as shown on the plans.

120 Calendar Days
(Maximum 120 Calendar Days)

7. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.

8. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

_____

_____

Name of Bidder: A.C. Schultes of Florida, Inc

Business structure: (X) Corporation, ( ) Partnership, ( ) Individual, ( ) Other: _____

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: A.C. Schultes of Florida, Inc

Incorporated in State of: Florida Date of Incorporation: 02/10/2003

Business Address: 11865 US Highway 41 South

City: Gibsonton State FL Zip 33534

Telephone Number: (813) 741-3010 Fax (813) 741-3170

Submitted By: Gregory Schultes
(Print)

Title: Vice President

Signature: _____

ATTEST: _____
Secretary

By: Jeffrey DeMatte
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 29 day of July, 2014 by Gregory Schultes, who is (personally known to me) or who presented _____ as identification, and who (did) (did not) take an oath.

Kevin McDowell
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF006024
Expires 4/8/2017

[Signature of Notary Public]

[Printed, typed or stamped name of Notary Public]

NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

AGENDA ITEM NO. F-5
10/6/14

CONSENT AGENDA ITEM MEMORANDUM

TO: Honorable Mayor and Members, Brooksville City Council

VIA: Jennene Norman-Vacha, City Manager Jennene Norman-Vacha MR

FROM: George B. Turner, Chief of Police GBTurner JP

SUBJECT: Police Car Purchase and Surplus of Retired Police Car

DATE: October 06, 2014

GENERAL INFORMATION/BACKGROUND: The City Council has approved the purchase of one patrol vehicle through the 2014/2015 JAG Grant. Per City of Brooksville Purchasing Policy staff requests to complete the approved purchase by the State Bid Contract through AutoNation Chrysler Dodge, 601 Pines Blvd, Pembroke Pines Florida.

The 2014 state bid price on the 2014 Dodge Charger police package vehicles, including installed emergency equipment by Dana Supply, is $ 29,514.

This purchase will be completed by using the 2014/2015 JAG Grant award, line 118-013-521-55500, in the amount of $24,363. with the balance paid from proceeds of listed surplus/trade vehicle(s).

As reference above, staff is requesting to surplus one 2007 Dodge Charger. The retired vehicle will be placed for public auction on the City approved public auction site to offset the purchase price of the new police vehicle.

BUDGET IMPACT: The City Council approved the 2012/2013 JAG GRANT in the amount of $24,363, which is earmarked for the purchase of one fully equip marked patrol car. The City Council has approved the expenditure of $31,000 from 118-013-521-55500 to complete the purchase of the listed police vehicles above.

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

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

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

ATTACHMENT: Quote

2C3CDXAT2DH721364

AutoNation Chrysler Dodge Jeep Ram

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

CELL PHONE (954) 383-1009

OFFICE (954) 441-2034 | FAX (954) 441-2004 | EMAIL SCHENRY1@COMCAST.NET

13601 Pines Blvd Pembroke Pines, FL 33027

QUICK QUOTE SHEET

FOR VEHICLES SOLD UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

REQUESTING AGENCY: Brooksville Police Department
ORIGINAL QUOTE DATE: 5/15/2014 REVISED QUOTE DATE:
CONTACT PERSON: George Turner
PHONE NUMBER: 352-540-3800 CELL PHONE:
FAX NUMBER: e-mail:

MODEL: 2013 Dodge Charger (LDDE48) SPECIFICATION #: 3
PAGE #:
FSA BID NUMBER'S 13-11-04-13-21-04 BASE DISTRICT PRICE: $21,159.00
http://www.flsheriffs.org

OPTION CODE #	DESCRIPTION	OPTION COST
	EXTERIOR COLOR WHITE W/ DARKEST INTERIOR POSSIBLE	
29A	5.7 V-8	$2,225.00
CW6	Disable rear doors & locks	$24.00
	TOTAL OF OPTIONS:	$2,249.00
	TOTAL COST:	$23,408.00
	QTY 1 =	$23,408.00

Comments:

AUTO NATION CRYSLER DODGE JEEP RAM

VEHICLE QUOTED BY: Steve Henry, Fleet Manager schenry1@comcast.net

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. IF there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance

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

Telephone: 800-845-0405

Sales Quote

Sales Quote No.	132170-C
Customer No.	BROOKPD

Bill To

BROOKSVILLE POLICE DEPT.
87 VETERANS AVE
BROOKSVILLE, FL 34601

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

Ship To

BROOKSVILLE POLICE DEPT.
87 VETERANS AVE
BROOKSVILLE, FL 34601

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

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
05/20/14	GROUND	PPAY & ADD TO	REPLACEMENT CHARGER	CASH

Entered By	Salesperson	Ordered By	Resale Number
Kevin Brennan	TOM SABO	GEORGE TURNER	85-8012740085c2

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL U of M : EACH INSTALLATION OF VEHICLE EQUIPMENT (PATROL CHARGER) Warehouse: INSTT ********** SPECIFICS: TO BE DONE AT DSS TAMPA FACILITY (3810-A WEST OSBORNE AVE). INSTALLATION OF EQUIPMENT LISTED BELOW PLUS CUSTOMER SUPPLIED RADIO, ANTENNAS, AND GPS. PRICE INCLUDES WIRE, LOOM, CONNECTORS, FUSES, HARDWARE, CIRCUIT BREAKER, ETC. INSTALLATION WARRANTY COVERS WORKMANSHIP FOR THE DURATION OF THE EQUIPMENT MANUFACTURER'S WARRANTY. ********** TRUNK MOUNTED EQUIPMENT IS TO BE INSTALLED ON THE UNDERSIDE OF THE REAR DECK. OEM HEADLIGHT & TAILLIGHT FLASHER WILL BE WIRED TO SIREN CONTROLLER.	1,050.0000	1,050.00
1	1	Y	INSTALL KIT U of M : EACH MISC INSTALLATION SUPPLIES I.E. Warehouse: INSTT LOOM, WIRE, HARDWARE, CONNECTORS, BREAKER, ETC	50.0000	50.00
1	1	Y	SA315P U of M : EACH WHELEN 100W COMPACT BLACK COMPOSITE 122dB SPEAKER Warehouse: INSTT (LIST $310.00)	115.0000	115.00
1	1	Y	SAK37 U of M : EACH	18.0000	18.00

Print Date	05/23/14
Print Time	05:43:17 PM
Page No.	1

Printed By: TOM SABO

Continued on Next Page

DANA SAFETY SUPPLY, INC
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Telephone: 800-845-0405

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05/20/14	GROUND	PPAY & ADD TO	REPLACEMENT CHARGER	CASH

Entered By	Salesperson	Ordered By	Resale Number
Kevin Brennan	TOM SABO	GEORGE TURNER	85-8012740085c2

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			WHELEN SA315 BRACKET FOR 2011+ CHARGER Warehouse: INSTT (LIST $35.50)		
1	1	Y	295SLSA6 U of M : EACH WHELEN 100/200W SCAN-LOCK SIREN/PA/SWITCH CONTROLLER Warehouse: INSTT (LIST $638.00)	269.0000	269.00
2	2	Y	VTX609J U of M : EACH WHELEN VERTEX SPLIT RED/BLUE Warehouse: INSTT (LIST $132.00) FOR FRONT FENDERS	58.0000	116.00
2	2	Y	VTXFB U of M : EACH WHELEN BLACK FLANGE FOR VERTEX-SURFACE MOUNT Warehouse: INSTT (LIST $8.50)	4.5500	9.10
1	1	Y	AVN1R U of M : EACH WHELEN SINGLE AVENGER RED Warehouse: INSTT (LIST $194.00) REAR DECK	95.0000	95.00
1	1	Y	AVN1B U of M : EACH WHELEN SINGLE AVENGER BLUE Warehouse: INSTT	95.0000	95.00

Print Date	05/23/14
Print Time	05:43:17 PM
Page No.	2

Printed By: TOM SABO

Continued on Next Page

DANA SAFETY SUPPLY, INC
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GREENSBORO, NC 27409

Telephone: 800-845-0405

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05/20/14	GROUND	PPAY & ADD TO	REPLACEMENT CHARGER	CASH

Entered By	Salesperson	Ordered By	Resale Number
Kevin Brennan	TOM SABO	GEORGE TURNER	85-8012740085c2

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			(LIST $194.00) REAR DECK		
1	1	Y	14.0553 U of M : EACH ABLE2 TRIPLE 12V OUTLET BOX Warehouse: INSTT	14.0000	14.00
1	1	Y	TH400 U of M : EACH THOR 400 WATT 12VDC TO 120VAC INVERTER Warehouse: INSTT	33.0000	33.00
1	1	Y	10-XL-C U of M : EACH SETINA #10 SPACE-SAVER CAGE W/ OFFSET PASSENGER SIDE Warehouse: INSTT (LIST $799.00) COATED SCRATCH RESISTANT LEXAN, SLIDER WINDOW W/ MESH INSERT, RECESSED SPACE-SAVER CENTER PANEL, OFFSET (MORE LEGROOM FOR PRISONERS BEHIND PASSENGER), INCLUDES LOWER EXTENSION PANELS.	519.3500	519.35
1	1	Y	DUALWEAPONMOUNT U of M : EACH SETINA DUAL WEAPON MOUNT Warehouse: INSTT (LIST $419.00) TO BE MOUNTED IN DODGE CHARGER - CENTER SECTION OF XL PARTITION. TWO LARGE UNIVERSAL ELECTRONIC LOCKS TO FIT ANY WEAPONS, HANDCUFF KEY OVERRIDE.	272.3500	272.35
1	1	Y	RE7019 U of M : EACH MAGLITE RECHARGABLE FLASHLIGHT W/ CHARGER	85.0000	85.00

Print Date	05/23/14
Print Time	05:43:17 PM
Page No.	3

Printed By: TOM SABO

Continued on Next Page

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
05/20/14	GROUND	PPAY & ADD TO	REPLACEMENT CHARGER	CASH

Entered By	Salesperson	Ordered By	Resale Number
Kevin Brennan	TOM SABO	GEORGE TURNER	85-8012740085c2

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Warehouse: INSTT		
			(LIST $142.22)		
1	1	Y	50B02ZCR U of M : EACH WHELEN BLUE 500 SERIES LINEAR SUPER LED	89.8800	89.88
			Warehouse: INSTT		
			(LIST $168.00)		
1	1	Y	50R02ZCR U of M : EACH WHELEN RED 500 SERIES LINEAR SUPER LED	89.8800	89.88
			Warehouse: INSTT		
			(LIST $168.00)		
2	2	Y	5BKT1 U of M : EACH WHELEN 500 SERIES SUPER LED SINGLE MTG BRACKET	6.9600	13.92
			Warehouse: INSTT		
			(LIST $13.00)		
2	2	Y	5FLANGEB U of M : EACH WHELEN BLACK FLANGE FOR 500 SERIES	4.8200	9.64
			Warehouse: INSTT		
			(LIST $9.00)		
1	1	Y	SXD8BBRRPC U of M : EACH WHELEN LIBERTY FSA PREMIUM 15-MODULE LIGHTBAR 48.5 R/B	1,179.0000	1,179.00
			Warehouse: INSTT		
			ALL LED LIGHTBAR W/ CLEAR LENSES. RED DRIVER SIDE, BLUE PASSENGER SIDE, WHITE LED TAKEDOWN & ALLEY LIGHTS, SPLIT R/B FRONT CENTER MODULE.		

Print Date	05/23/14
Print Time	05:43:17 PM
Page No.	4

Printed By: TOM SABO

Continued on Next Page

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

Telephone: 800-845-0405

Sales Quote

Sales Quote No.	132170-C
Customer No.	BROOKPD

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BROOKSVILLE, FL 34601

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Telephone: (352) 754-6800

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
05/20/14	GROUND	PPAY & ADD TO	REPLACEMENT CHARGER	CASH

Entered By	Salesperson	Ordered By	Resale Number
Kevin Brennan	TOM SABO	GEORGE TURNER	85-8012740085c2

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	MKEZ82 U of M : EACH WHELEN LIGHT BAR STRAP KIT FOR 2011+ DODGE CHARGER Warehouse: INSTT	0.0000	0.00
1	1	Y	7160-0327 U of M : PKG GJ CONSOLE PKG FOR 2011+ DODGE CHARGER Warehouse: INSTT PACKAGE INCLUDES CONSOLE, DUAL CUPHOLDER, FLIP-UP ARMREST, & THE FOLLOWING EQUIPMENT FACEPLATES & WHATEVER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION --- 1- 1- 1- 1- ********** ***** ********** *****	399.0000	399.00
1	1	Y	3130-0361 U of M : EACH GJ FACEPLATE WITH 12V OUTLET KNOCK-OUTS Warehouse: INSTT 12V OUTLETS ARE NOT INCLUDED WITH THIS FACEPLATE **********	16.0000	16.00
1	1	Y	7160-0329 U of M : EACH GJ COMPUTER MOUNTING BASE FOR 2011 DODGE CHARGER	79.0000	79.00

Print Date	05/23/14
Print Time	05:43:17 PM
Page No.	5

Printed By: TOM SABO

Continued on Next Page

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

Telephone: 800-845-0405

Sales Quote

Sales Quote No.	132170-C
Customer No.	BROOKPD

Bill To

BROOKSVILLE POLICE DEPT.
87 VETERANS AVE
BROOKSVILLE, FL 34601

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

Ship To

BROOKSVILLE POLICE DEPT.
87 VETERANS AVE
BROOKSVILLE, FL 34601

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

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
05/20/14	GROUND	PPAY & ADD TO	REPLACEMENT CHARGER	CASH

Entered By	Salesperson	Ordered By	Resale Number
Kevin Brennan	TOM SABO	GEORGE TURNER	85-8012740085c2

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Warehouse: INSTT NO HOLES BORED DESIGN **********		
1	1	Y	DS-LOWER-9 U of M : EACH GJ 9 LOWER POLE BASE (BOTTOM OF DS-P0LE)	36.0000	36.00
			Warehouse: INSTT		
1	1	Y	QADJ-UPPER-M U of M : EACH GJ QUICK ADJUST UPPER POLE ASSY W/8.0 TOP PLATE	75.0000	75.00
			Warehouse: INSTT		
1	1	Y	7160-0284 U of M : EACH GJ QUAD MOTION TS3 ATTACHMENT - 3.5" SLIDE	79.0000	79.00
			Warehouse: INSTT		
1	1	Y	7160-0250 U of M : EACH GJ NOTEPAD-5 UNIVERSAL COMPUTER CRADLE	250.0000	250.00
			Warehouse: INSTT WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES **********		
1	1	Y	7160-0251 U of M : EACH GJ SCREEN SUPPORT FOR NOTEPAD V	29.9900	29.99
			Warehouse: INSTT		
4	4	Y	RR-ICCA U of M : EACH	36.0000	144.00

Print Date	05/23/14
Print Time	05:43:17 PM
Page No.	6

Printed By: TOM SABO

Continued on Next Page

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

Telephone: 800-845-0405

Sales Quote

Sales Quote No.	132170-C
Customer No.	BROOKPD

Bill To

BROOKSVILLE POLICE DEPT.
87 VETERANS AVE
BROOKSVILLE, FL 34601

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

Ship To

BROOKSVILLE POLICE DEPT.
87 VETERANS AVE
BROOKSVILLE, FL 34601

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

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
05/20/14	GROUND	PPAY & ADD TO	REPLACEMENT CHARGER	CASH

Entered By	Salesperson	Ordered By	Resale Number
Kevin Brennan	TOM SABO	GEORGE TURNER	85-8012740085c2

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	AVT CAMERA WIRING HARNESS FOR SPARE CAMERA Warehouse: INSTT FL-80RFI U of M : EACH BI REAR INTERFACE WITH CENTER PANEL AND AUX. OUTPUTS Warehouse: INSTT (THIS UNIT COMPLETELY ISOLATES FLASHING OEM HEADLIGHTS & TAILLIGHTS FROM THE OEM LIGHTING CONTROL MODULE. THIS PREVENTS BACKFEEDS AND OTHER ELECTRICAL ISSUES WHICH OCCUR COMMONLY WITH DODGE'S FLASHER CIRCUIT. THIS FLASHER ENABLES THE REAR CENTER LED STRIP TO FLASH ALTERNATELY WITH THE TAILLIGHTS. ALSO ALLOWS FOR PROPER FUNCTION OF BRAKE AND TURN INDICATORS BY INTERRUPTING THE FLASH PATTERN DURING USE OF BRAKES AND TURN SIGNALS)	225.0000	225.00

Approved By: _____

☐ **Approve All Items & Quantities**

Print Date	05/23/14
Print Time	05:43:17 PM
Page No.	7

Printed By: TOM SABO

Subtotal	5,456.11
Freight	0.00
Order Total	5,456.11

AGENDA ITEM NO. G-2
10/06/14

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER Jennene Norman-Vacha MR

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

SUBJECT: 2014 PAVING PROJECTS PHASE I BID AWARD TO B.R.W. CONTRACTING, INC.

DATE: September 16, 2014

GENERAL SUMMARY/BACKGROUND: On Friday, July 11, 2014, staff posted a bid for the aforementioned project. The project includes road reconstruction on Chatman Boulevard from U.S. Highway 41 to the end of the existing pavement- a distance of 730 feet; Bell Avenue from Cherry Street to Oak Street- a distance of 402 feet; reconstruction of the intersection at Bell and Ft. Dade Avenues from brick to brick north and south, and stop bar to stop bar east and west; and Brooksville Avenue from Dr. Martin Luther King, Jr., Boulevard to Russell Street- a distance of 1,343 feet. Attached are aerials (1-4) depicting the location of the Phase I roads. Two (2) bids were opened on Friday, September 5, 2014. Of the bidders, B.R.W. Contracting, Inc., was the overall lowest bidder as detailed below.

BIDDER	TOTAL ESTIMATE
B.R.W. Contracting, Inc.	$394,420.25
Pave-Rite, Inc.	$621,778.15

The bid of B.R.W. Contracting, Inc., is $227,357.90 less than the bid from Pave-Rite, Inc. Staff and GPI engineers recommend the City Council approve the B.R.W. Contracting, Inc., bid for road reconstruction on Chatman Boulevard, Bell Avenue, and Brooksville Avenue. Attachment 2 is a letter from Dale Ravencraft, P.E., recommending bid award.

BUDGET IMPACT: Funds are available in Account #308-019-541-55630.

LEGAL NOTE: Pursuant to the City's Charter, Article V, Section 5.04., Competitive Bidding, the City Council is authorized to approve the award for procurement of construction services via the bid process within the statutory categories and limits established pursuant to Florida Statutes, Chapter 287.

STAFF RECOMMENDATION: Award Bid No.UD2014-05 to B.R.W. Contracting, Inc., in the amount of $394,420.25, and authorize the Mayor to sign the contract for services following receipt and approval of the Payment and Performance Bond Documents by the City Attorney.

ATTACHMENTS:

1. GPI Letter of Recommendation
2. B.R.W. Contracting, Inc., Bid Certification
3. Bid Opening Minutes
4. Signed Contract with B.R.W. Contracting, Inc.
5. Aerials 1-4 Depicting Roads.

Attachment 1

GPI Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | ENVIRONMENTAL | COATINGS | CONSTRUCTION INSPECTION

September 15, 2014

Richard Radacky, Director
City of Brooksville Public Works Department
201 Howell Avenue
Brooksville FL 34601

Subject: Pavement Management Plan FY2014 Phase I Bid Recommendation

The Request for Bids (RFB) for the Pavement Management Plan was advertised on Saturday, August 2, 2014 and the Phase I Bid Opening was September 5, 2014. Two bids were received as follows:

BRW Contracting Inc.	$394,420.25
Pave-Rite, Inc.	$621,778.15

GPI engineers reviewed the two bids received. Clarification was sought on the BRW bid package, for the required geotechnical engineer and testing company. BRW has responded that geotechnical and testing services will be performed by:

Driggers Engineering Services Inc. (DESI)
12220 49th Street North, Clearwater, Florida 33762
Office: 727-571-1313 Fax: 727-572-4090
Email: clwoffice@driggers-eng.com
Point of Contact: Kevin Bice, Direct Line: 727-439-5047

The BRW bid is in line with cost projections and GPI recommends that the award be to BRW Contracting, Inc., as the lowest responsive and responsible bidder.

Respectfully,

Kenneth Dale Ravencraft, PE, CGC
Senior Engineering Manager
GPI Engineering and Construction Services

Attachment 2

Bidder/Company Name: B.R.W. Contracting, Inc

BID/CERTIFICATION FORM
CITY OF BROOKSVILLE
2014 PAVING PROJECTS PHASE I
BID NO: UD2014-05

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

1. The undersigned warrants that: (A) this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any), the Minimum Technical Specifications, Plans, Addendum, Exhibits, Agreement, Bonds and Insurance requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Bidder.

2. Please check one:
   - ☒ Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.
   - ☐ Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Bidder proposes and agrees to provide all materials, services or equipment required for the City Of Brooksville **2014 PAVING PROJECTS PHASE I BID NO: UD2014-05, Projects A - D**, for the Total Bid Sum of Three hundred Ninety-four Four hundred twenty and 25/100 Dollars ($ 394,420.25).

   Alternate Projects A1 - D1 Total Bid Sum of One hundred four thousand one hundred sixty and 00/100 Dollars ($ 104,160.00).

Bidder/Company Name: B.R.W. Contracting, Inc

All relative amounts must match.

Project A - Daniel Avenue Total for Project A: $ N/A

Alternate Bid Item A1 – Crushed Concrete Base Total for Project A1: $ N/A

Project B - Chatman Blvd. Total for Project B: $ 113,109.41

Alternate Bid Item B1 – Crushed Concrete Base Total for Project B1: $ 30,520.00

Project C - Bell Avenue N. Total for Project C: $ 67,261.76

Alternate Bid Item C1 – Crushed Concrete Base Total for Project C1: $ 19,040.00

Project D - Brooksville Ave. Total for Project D $ 214,049.08

Alternate Bid Item D1 – Crushed Concrete Base Total for Project D1: $ 54,600.00

TOTAL BID SUM PROJECTS A - D: $ 394,420.25

TOTAL ALTERNATE BID SUM PROJECTS A1 - D1: $ 104,160.00

5. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein and as shown on the plans.

120 Calender Days
(Maximum 120 Calendar Days)

6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

Addendum #1 Dated 8/7/14
Addendum #2 Dated 8/20/14
Addendum #3 Dated 8/27/14

CITY OF BROOKSVILLE
2014 PAVING PROJECTS PHASE I
BID NO.: UD2014-05

Bidder/Company Name: _____

PROJECT A - DANIEL AVENUE				
BID FORM PAY ITEMS	**UNIT**	**QTY**	**UNIT PRICE**	**TOTAL AMOUNT**
MOBILIZATION / PERMITS	LS	1	$	$
PAYMENT AND PERFORMANCE BOND	LS	1	$	$
MAINTENANCE OF TRAFFIC (MOT)	LS	1	$	$
EROSION CONTROL / SILT FENCE / NPDES PERMIT	LS	1	$	$
SURVEY / ASBUILTS	LS	1	$	$
QUALITY CONTROL / TESTING / GEOTECHNICAL SERVICES	LS	1	$	$
UTILITY COORDINATION	LS	1	$	$
REMOVE EXISTING BASE (12" AVG. DEPTH, 80%?)	CY*	165	$	$
SUB SOILS EXCAVATION (UNSUITABLE SOILS, IF ANY)	CY*	50	$	$
TYPE B STABILIZATION - 12" COMPACTED SUBGRADE / LBR 40 USING RECLAIMED ASPHALT-BASE-SAND	SY	730	$	$
MISC. MATERIALS - PLACED & COMPACTED				
FILL SAND	CY*	40	$	$
CRUSHED CONCRETE	CY*	40	$	$
LIMEROCK	CY*	40	$	$
LIMEROCK BASE - PLACED & COMPACTED (8" DEPTH) / LBR 100	SY	620	$	$
2.5" ASPHALT – 2 LIFTS				
SP-12.5 1.5"	SY	620	$	$
SP-9.5 1.0"	SY	620	$	$
MISC ASPHALT PAVEMENT	TN	10	$	$
CONCRETE CURB & GUTTER				
TYPE F	LF	20	$	$
MIAMI	LF	340	$	$
VALLEY GUTTER	LF	70	$	$
STRIPING - 6" SOLID WHITE EDGE LINE (THERMOPLASTIC)	LF	0	$	$
STRIPING - 24" SOLID WHITE STOP BAR (THERMOPLASTIC)	LF	12	$	$
STRIPING - 6" SOLID DBL YELLOW CENTER LINE (THERMOPLASTIC)	LF	0	$	$
RESTORATION				
GRADING AND SODDING	SY	150	$	$
PRIVATE DRIVE WAYS				
ASPHALT	SY	0	$	$
CONCRETE	SY	30	$	$
TOTAL BASE BID				$
ALTERNATE BID ITEM - PROJECT A1				
CRUSHED CONCRETE BASE - COMPACTED (8" DEPTH) / LBR 120 IN COMPLIANCE WITH FDOT SECTION 204	SY	620	$	$

***NOTE - ALL VOLUMES ARE IN SITU/UNDISTURBED OR PLACED/COMPACTED. BIDDERS ARE ADVISED TO APPLY APPROPRIATE FLUFF/HAUL FACTORS.**

REMOVED FROM BID.

CITY OF BROOKSVILLE
2014 PAVING PROJECTS PHASE I
BID NO.: UD2014-05

Bidder/Company Name: BRW Contracting, Inc.

PROJECT B - CHATMAN BOULEVARD

BID FORM PAY ITEMS	UNIT	QTY	UNIT PRICE	AMOUNT
MOBILIZATION / PERMITS	LS	1	$ 2,500.00	$ 2,500.00
PAYMENT AND PERFORMANCE BOND	LS	1	$ 2,488.41	$ 2,488.41
MAINTENANCE OF TRAFFIC (MOT)	LS	1	$ 5,000.00	$ 5,000.00
EROSION CONTROL / SILT FENCE / NPDES PERMIT	LS	1	$ 1,900.00	$ 1,900.00
SURVEY / ASBUILTS	LS	1	$ 2,400.00	$ 2,400.00
QUALITY CONTROL / TESTING / GEOTECHNICAL SERVICES	LS	1	$ 3,500.00	$ 3,500.00
UTILITY COORDINATION	LS	1	$ 1,500.00	$ 1,500.00
MILL & MIX/REMOVE EXISTING ASPHALT PAVEMENT & BASE (5"-7" AVG. DEPIH)	CY*	350	$ 24.70	$ 8,645.00
SUB SOILS EXCAVATION/REMOVAL (16" AVG. DEPTHI	CY*	1000	$ 23.94	$ 23,940.00
TYPE B STABILIZATION - 12" COMPACTED SUBGRADE / LBR 40				
USING RECLAIMED ASPHALT-BASE-SAND	SY	2280	$ 2.50	$ 5,700.00
MISC. MATERIALS - PLACED & COMPACTED				
FILL SAND	CY*	40	$ 13.00	$ 520.00
CRUSHED CONCRETE	CY*	40	$ 30.00	$ 1,200.00
LIMEROCK	CY*	40	$ 19.95	$ 798.00
LIMEROCK BASE - COMPACTED (8" DEPTH) / LBR 100	SY	2180	$ 8.00	$ 17,440.00
2.5" ASPHALT - 2 LIFTS				
SP-12.5 1.5"	SY	2080	$ 7.60	$ 15,808.00
SP-9.5 I.0"	SY	2080	$ 5.25	$ 10,920.00
MISC ASPHALT PAVEMENT	TN	10	$ 125.00	$ 1,250.00
CONCRETE CURB				
TYPE F	LF	0	$ 50.00	$ -
MIAMI	LF	0	$ 16.00	$ -
VALLEY GUTTER	LF	0	$ 24.00	$ -
CONCRETE DITCH BLOCK AND GRADING SWALE	EA	1	$ 4,100.00	$ 4,100.00
STRIPING - 6" SOLID WHITE EDGE LINE (THERMOPLASTIC)	LF	0	$ 1.00	$ -
STRIPING - 24" SOLID WHITE STOP BAR (THERMOPLASTIC)	LF	0	$ 4.00	$ -
STRIPING - 6" SOLID DBL YELLOW CENTER LINE (THERMOPLASTIC)	LF	0	$ 2.00	$ -
RESTORATION				
GRADING AND SODDING	SY	1000	$ 3.50	$ 3,500.00
PRIVATE DRIVEWAYS				
ASPHALT	SY		$ 15.00	$ -
CONCRETE	SY		$ 50.00	$ -
TOTAL BASE BID				$ 113,109.41
ALTERNATE BID ITEM - PROJECT BI				
CRUSHED CONCRETE BASE - PLACED & COMPACTED (8" DEPTH) / LBR 120 IN COMPLIANCE WITH FDOT SECTION 204	SY	2180	$ 14.00	$ 30,520.00

***NOTE ALL VOLUMES ARE IN SITU/UNDISTURBED OR PLACED COMPACTED**
BIDDERS ARE ADVISED TO APPLY APPROPRIATE FLUFF/HAUL FACTOR

CITY OF BROOKSVILLE
2014 PAVING PROJECTS PHASE I
BID NO.: UD2014-05

Bidder/Company Name: BRW Contracting, Inc.

PROJECT C - BELL AVENUE NORTH

BID FORM PAY ITEMS	UNIT	QTY	UNIT PRICE	AMOUNT
MOBILIZATION / PERMITS	LS	1	$ 2,500.00	$ 2,500.00
PAYMENT AND PERFORMANCE BOND	LS	1	$ 1,479.76	$ 1,479.76
MAINTENANCE OF TRAFFIC (MOT)	LS	1	$ 4,000.00	$ 4,000.00
EROSION CONTROL / SILT FENCE / NPDES PERMIT	LS	1	$ 1,700.00	$ 1,700.00
SURVEY / ASBUILTS	LS	1	$ 2,000.00	$ 2,000.00
QUALITY CONTROL / TESTING / GEOTECHNICAL SERVICES	LS	1	$ 3,800.00	$ 3,800.00
UTILITY COORDINATION	LS	1	$ 2,500.00	$ 2,500.00
MILL & MIX/REMOVE EXISTING ASPHALT PAVEMENT & BASE (5"-7" AVG. DEPTH)	CY*	230	$ 26.00	$ 5,980.00
SUB SOILS EXCAVATION/REMOVAL (16" AVG. DEPTH	CY*	300	$ 23.94	$ 7,182.00
TYPE B STABILIZATION - 12" COMPACTED SUBGRADE / LBR 40				
USING RECLAIMED ASPHALT-BASE-SAND	SY	1360	$ 2.50	$ 3,400.00
MISC. MATERIALS - PLACED & COMPACTED				
FILL SAND	CY*	40	$ 13.00	$ 520.00
CRUSHED CONCRETE	CY*	40	$ 30.00	$ 1,200.00
LIMEROCK	CY*	40	$ 19.95	$ 798.00
LIMEROCK BASE - COMPACTED (8" DEPTH) / LBR 100	SY	1360	$ 8.00	$ 10,880.00
2.5" ASPHALT - 2 LIFTS				
SP-12.5 1.5"	SY	1360	$ 7.60	$ 10,336.00
SP-9.5 1.0"	SY	1360	$ 5.25	$ 7,140.00
MISC ASPHALT PAVEMENT	TN	10	$ 125.00	$ 1,250.00
CONCRETE CURB				
TYPE F	LF	10	$ 50.00	$ 500.00
MIAMI	LF	0	$ 16.00	$ -
VALLEY GUTTER	LF	0	$ 24.00	$ -
STRIPING - 6" SOLID WHITE EDGE LINE (THERMOPLASTIC)	LF	0	$ 1.00	$ -
STRIPING - 24" SOLID WHITE STOP BAR (THERMOPLASTIC)	LF	24	$ 4.00	$ 96.00
STRIPING - 6" SOLID DBL YELLOW CENTER LINE (THERMOPLASTIC)	LF	0	$ 2.00	$ -
RESTORATION				
GRADING AND SODDING	SY	0	$ 3.50	$ -
PRIVATE DRIVEWAYS				
ASPHALT	SY	0	$ 15.00	$ -
CONCRETE	SY	0	$ 50.00	$ -
TOTAL BASE BID				$ 67,261.76
ALTERNATE BID ITEM - PROJECT B				
CRUSHED CONCRETE BASE - PLACED & COMPACTED (8" DEPTH) / LBR 120 IN COMPLIANCE WITH FDOT SECTION 204	SY	1360	$ 14.00	$ 19,040.00

***NOTE ALL VOLUMES ARE IN SITU/UNDISTURBED OR PLACED COMPACTED**
BIDDERS ARE ADVISED TO APPLY APPROPRIATE FLUFF/HAUL FACTOR

CITY OF BROOKSVILLE
2014 PAVING PROJECTS PHASE I
BID NO.: UD2014-05

Bidder/Company Name: BRW Contracting, Inc.

PROJECT D - BROOKSVILLE AVENUE

BID FORM PAY ITEMS	UNIT	QTY	UNIT PRICE	AMOUNT
MOBILIZATION / PERMITS	LS	1	$ 2,500.00	$ 2,500.00
PAYMENT AND PERFORMANCE BOND	LS	1	$ 4,709.08	$ 4,709.08
MAINTENANCE OF TRAFFIC (MOT)	LS	1	$ 5,500.00	$ 5,500.00
EROSION CONTROL / SILT FENCE / NPDES PERMIT	LS	1	$ 3,475.00	$ 3,475.00
SURVEY / ASBUILTS	LS	1	$ 2,400.00	$ 2,400.00
QUALITY CONTROL / TESTING / GEOTECHNICAL SERVICES	LS	1	$ 4,700.00	$ 4,700.00
UTILITY COORDINATION	LS	1	$ 1,500.00	$ 1,500.00
MILL & MIX/REMOVE EXISTING ASPHALT PAVEMENT & BASE (5"-7" AVG. DEPTH)	CY*	1300	$ 19.95	$ 25,935.00
SUB SOILS EXCAVATION/REMOVAL (16" AVG. DEPTHI	CY*	1250	$ 23.94	$ 29,925.00
UNDERDRAIN / CROSS DRAINS (3 LOCATIONS)	LF	300	$ 25.00	$ 7,500.00
UNDERDRAIN CLEANOUTS	EA	3	$ 450.00	$ 1,350.00
TYPE B STABILIZATION - 12" COMPACTED SUBGRADE / LBR 40 USING RECLAIMED ASPHALT-BASE-SAND	SY	4420	$ 2.50	$ 11,050.00
MISC. MATERIALS - PLACED & COMPACTED				
FILL SAND	CY*	40	$ 13.00	$ 520.00
CRUSHED CONCRETE	CY*	40	$ 30.00	$ 1,200.00
LIMEROCK	CY*	40	$ 19.95	$ 798.00
LIMEROCK BASE - COMPACTED (8" DEPTH) / LBR 100	SY	3900	$ 8.00	$ 31,200.00
2.5" ASPHALT - 2 LIFTS				
SP-12.5 1.5"	SY	3900	$ 7.60	$ 29,640.00
SP-9.5 1.0"	SY	3900	$ 5.25	$ 20,475.00
MISC ASPHALT PAVEMENT	TN	10	$ 125.00	$ 1,250.00
CONCRETE CURB				
TYPE F	LF	0	$ 50.00	$ -
MIAMI	LF	1240	$ 16.00	$ 19,840.00
VALLEY GUTTER	LF	160	$ 24.00	$ 3,840.00
SIDEWALK 5' - REMOVE AND REPLACE (INCLUDES 2 CURB RAMPS W/ TRUNC. DOME)	SY	28	$ 50.00	$ 1,400.00
STRIPING - 6" SOLID WHITE EDGE LINE (THERMOPLASTIC)	LF	0	$ 1.00	$ -
STRIPING - 24" SOLID WHITE STOP BAR (THERMOPLASTIC)	LF	48	$ 4.00	$ 192.00
STRIPING - 6" SOLID DBL YELLOW CENTER LINE (THERMOPLASTIC)	LF	0	$ 2.00	$ -
RESTORATION				
GRADING AND SODDING	SY	900	$ 3.50	$ 3,150.00
PRIVATE DRIVEWAYS				
ASPHALT	SY	0	$ 15.00	$ -
CONCRETE	SY	0	$ 50.00	$ -
TOTAL BASE BID				$ 214,049.08
ALTERNATE BID ITEM - PROJECT BI CRUSHED CONCRETE BASE - PLACED & COMPACTED (8" DEPTH) / LBR 120 IN COMPLIANCE WITH FDOT SECTION 204	SY	3900	$ 14.00	$ 54,600.00

***NOTE ALL VOLUMES ARE IN SITU/UNDISTURBED OR PLACED COMPACTED**
BIDDERS ARE ADVISED TO APPLY APPROPRIATE FLUFF/HAUL FACTOR

Name of Bidder: B.R.W. Contracting, Inc

Business structure: (X) Corporation, ( ) Partnership, ( ) Individual, ( ) Other: _____

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: _____

Incorporated in State of: FL Date of Incorporation: 12/17/2001

Business Address: 2522 Hunt Road

City: Land O' Lakes State FL Zip 34638

Telephone Number: (813) 996-5882 Fax (813) 996-1129

Submitted By: Phyllis K. Blankenship
(Print)

Title: President

Signature: Phyllis K. Blankenship

ATTEST: Phyllis K. Blankenship
Secretary

By: Phyllis K. Blankenship
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of

The foregoing instrument was acknowledged before me this 5 day of Sept, 2014 by Phyllis K. Blankenship who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

NOTARY PUBLIC STATE OF FLORIDA
JEAN A. OVERSTREET
MY COMMISSION # EE 205277
EXPIRES: June 25, 2016
Bonded Thru Budget Notary Services

Jean A. Overstreet
[Signature of Notary Public]

[Printed, typed or stamped name of Notary Public]

NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

Attachment 3

MANDATORY BID OPENING MEETING MINUTES
2014 PAVING PROJECTS PHASE I
BID NO. UD2014-05

September 5, 2014 **3:00 P.M.**

A Bid Opening was held at approximately 3:00 p.m. on Friday, September 5, 2014, for the **2014 PAVING PROJECTS PHASE I - BID NO. UD2014-05.** Janice L. Peters, City Clerk; Ryan Timothy, Deputy City Clerk; Richard Radacky, Public Works Director; John Dowler, Project Coordinator and Alan Garman and Dale Ravencraft of GPI were in attendance.

City Clerk Peters advised that an Invitation to Bid was published in the Tampa Bay Times Hernando Today section on Saturday, August 2, 2014 and a Pre-Bid meeting was held on August 13, 2014. Subsequently there were three addendums issued, one of which removed Daniel Avenue from this bid.

As a result, 2 sets of bids were received, all properly sealed and notated. The bids were to include a Bid Certification Form, Bid Bond or Cashier's Check in the amount of 5% of the bid, Public Entity Crime Statement, Drug Free Workplace Form, Conflict of Interest Disclosure Statement, Equipment List, Proof of License Certification and Insurance, list of sub-contractors (if applicable), list of references and one signed original with five copies.

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

B.R.W. Contracting, Land O Lakes, FL **120-Days**
All required documentation included; Drug Program Implemented

Project B - Chatman Blvd.	$113,109.41
Total Additive Alternate Crushed Concrete Base	$ 30,520.00
Project C - Bell Avenue North	$67,261.76
Total Additive Alternate Crushed Concrete Base	$ 19,040.00
Project D - Brooksville Avenue	$214,049.08
Total Additive Alternate Crushed Concrete Base	$ 54,600.00

TOTAL BASE BID: $394,420.25
TOTAL ALTERNATE BID: $104,160.00

Pave-Rite Inc., Lecanto, FL **120-Days**
All required documentation included; Drug Program Implemented

Project B - Chatman Blvd.	$190,574.93
Total Additive Alternate Crushed Concrete Base	$ 192,667.73
Project C - Bell Avenue North	$138,058.12
Total Additive Alternate Crushed Concrete Base	$ 138,778.92
Project D - Brooksville Avenue	$293,145.10
Total Additive Alternate Crushed Concrete Base	$ 294,939.10

TOTAL BASE BID: $621,778.15
TOTAL ALTERNATE BID: $626,385.75

City Clerk Peters informed bidders that the packets would be further reviewed by staff and their recommendations would be submitted to Council at a future meeting for award. The bid opening concluded at 3:10 p.m.

City Clerk/Recording Secretary

Attachment 4

AGREEMENT FOR CONTRACTOR SERVICES
2014 PAVING PROJECTS PHASE I
BID NO: UD2014-05

This Agreement made as of this 6th day of, October , 2014 by and between the **City of Brooksville**, Florida - (the "CITY"), and **B.R.W. Contracting, Inc.,** authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **2522 Hunt Road, Land O' Lakes, FL 34638** Phone No.: **813-996-5882** Fax No.: **813-996-1129**.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, provide labor, and infrastructure and to install water and wastewater lines and associated infrastructure in accordance with the plans and specifications and as listed in the Bid Form for the **City of Brooksville 2014 Paving Projects Phase I**.

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

ARTICLE 2 - SCHEDULE

This contractor shall commence services within 10 days of the Notice to Proceed and complete all services **WITHIN 120 DAYS**.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed **$394,420.25**, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.

B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.

C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.

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

ARTICLE 4 - TERMINATION

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

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of $1,000,000 and $2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of $1,000,000 and $2,000,000 combined single limit coverage for bodily injury.

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

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

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

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

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least the statutory limit, or provide notarized affidavit of exemption listing relevant statutes. CONTRACTOR shall also purchase any other coverages required by law.

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

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

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

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

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

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

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

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

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

ARTICLE 14 - CONTRACT ASSIGNMENT

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

ARTICLE 15 - AMENDMENT

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

ARTICLE 16 - ENFORCEMENT COSTS

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

ARTICLE 17 - AUTHORITY TO PRACTICE

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

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

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

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

ARTICLE 20 - MODIFICATION

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

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

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

ARTICLE 21 - CONTRACT DOCUMENTS

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

A. Advertisement for Bids.

B. Special Instructions and Conditions

C. General Instructions and Conditions

D. Minimum Technical Specifications

E. Bid Forms
Bid Certification Form
Drug-Free Workplace Certification
Public Entity Crimes Statement

G. Addendums (if any)

H. Performance & Payment Bonds

I. Change Orders (if any)

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

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

ARTICLE 22 - VENUE

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

ARTICLE 23 - NOTICE

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

B.R.W. Contracting, Inc
P.O. Box 1188
Land O' Lakes, FL 34639

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

CITY CLERK

Attest: _____
Janice L. Peters, CMC
City Clerk

CITY OF BROOKSVILLE, FLORIDA

By: _____
Kevin Hohn, Mayor

Contractor Witnesses:
(2 REQUIRED)

Witness: Joan A. Overstreet
Name

Joan A. Overstreet
Signature

Witness: Dylan Northrup
Name

Dylan Northrup
Signature

Contractor:

B.R.W. Contracting, Inc
Business Name

By: Phyllis K. Blankenship
Signature

Phyllis K. Blankenship President
Print Name and Title

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

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

Attachment 5

E. Fort Dade Ave.
Bell Ave.

Cherry St.
Oak St.
Bell Ave.
DRIVEWAY

Chatman Blvd.
S BROAD ST

COOK AVE
MAIN ST
DANIEL AVE
DR M L KING JR BLVD
South Brooksville Ave.
JOSEPHINE ST
ELLINGTON AVE
E JEFFERSON ST

AGENDA ITEM NO. G.3
10/6/14

AGENDA ITEM
MEMORANDUM

TO: **HONORABLE MAYOR AND CITY COUNCIL**

VIA: **T. JENNENE NORMAN-VACHA** Jennene Norman-Vacha MR
CITY MANAGER

FROM: **TELINA DOWDELL, HUMAN RESOURCES SPECIALIST**

CC: **CLIFF TAYLOR, ESQ, THE HOGAN LAW FIRM, LLC**
AS CITY ATTORNEY

SUBJECT: **PERSONNEL POLICIES AND PROCEDURES**

DATE: **September 4, 2014**

GENERAL SUMMARY: We continue to update personnel policies and procedures based on changes to the law and/or changes implied through the court system. With recent court opinions we find it necessary to update and change the City's Drug Free workplace policy as outlined in the personnel policies and procedures manual, Section 8. The proposed policy amendment, if approved, shall apply to all employees except those employees in collective bargaining units, unless the union waives its right to bargain on this policy. The following policy amendment is proposed for City Council's approval:

- ***Section 8.00 Drug Free Workplace***
  G. 2. Types of Testing

  a. Post-job Offer/Pre-employment Testing. All job applicants and Employees in special risk and safety sensitive and/or mandatory testing positions shall be subject to post-job offer / pre-employment drug testing as a prerequisite to employment or continuation of employment with the City. All applicants for employment in a special risk and safety sensitive and/or mandatory testing positions with the City must pass a drug-screening to be considered eligible for employment.

BUDGET IMPACT: There is no budget impact as a result of the adoption of the proposed policy amendment.

LEGAL REVIEW: Council has the legal authority to set policy for operations and management of its employees. With respect to collective bargaining units the proposed policy amendment. The proposed policy amendment, if approved, shall apply to all employees except those employees in collective bargaining units unless the union waives its right to bargain on this policy.

STAFF RECOMMENDATION: Staff recommends Council consideration of approval and adoption of the personnel policy amendment as proposed. The policy, if adopted, shall become effective immediately.

ATTACHMENTS: Current Section 8 Drug Free Workplace Personnel Policy

SECTION 8.00 DRUG-FREE WORKPLACE POLICY

I. POLICY

The City is committed to providing a safe work environment; fostering the well being and health of its Employees and maintaining a Drug Free Workplace program to promote a drug free workplace. This policy and program is intended to comply with the Drug Free Workplace Program requirements set forth in the Drug Free Workplace Act of 1988, and Florida Administrative Code. Other federal and state laws and regulations may subject certain Employees to additional drug testing requirements.

It is prohibited for an applicant or an Employee(s) to unlawfully use, possess, manufacture, cultivate, distribute, dispense, purchase, transfer or be under the influence of illegal controlled substances or other intoxicants at any time whether on or off duty, whether on or off City property. Any Employee convicted of or acknowledging their involvement in an unlawful drug activity either on or off duty, or on or off City premises, is in violation of this policy

It is prohibited for an applicant or an Employee(s) to abuse or misuse Legal Drugs to the point where such use adversely affects the Employee's job performance.

II. DEFINITIONS

A. Illegal Controlled Substances. An Illegal Controlled Substance will be defined as a controlled substance included in Schedule I or II, as defined by section 802 (6) of Title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title and/or a controlled substance named or described in Schedules I through V of the Florida Statutes Section 893.03 or any other applicable section of the law. The term Illegal Controlled Substances does not mean the use of a controlled substance pursuant to a valid prescription issued in the Employee's name or other uses authorized by law.

B. Legal Drug. Legal drugs will include controlled substances obtained through a valid prescription or uses that are otherwise authorized by law; Legal Drugs are also inclusive of alcoholic beverages.

C. Special Risk and Safety Sensitive Employees. Employees in all classifications requiring a Commercial Driver's Licenses (CDL), and firefighter/emergency medical technicians (EMTs), firefighter paramedics, and police officers regardless of their rank. Other Employees may be included in this classification if the position they are employed in is deemed Special Risk or Safety Sensitive. Employees affected are notified prior to the provisions of the policy becoming applicable to them.

D. Reasonable Suspicion. Reasonable suspicion is a belief by two (2) or more Employees, supervisors or managers that an Employee is using or has used Illegal Controlled Substances or is abusing or misusing Legal Drugs in violation of this policy drawn from specific objective and particular facts and reasonable inferences drawn from those facts in light of experience.

E. Leave of Absence. For the purpose of this policy, Leave of Absence shall mean any paid or unpaid leave of absence greater than thirty (30) calendar days.

III. PROCEDURE

A. Illegal Controlled Substances. The City prohibits the use, possession, manufacture, cultivation, distribution, dispensation, purchase, transfer, sale or attempt to sell or to be under the influence of Illegal Controlled Substances at any time whether on or off duty, whether on or off City property.

B. Legal Drugs. The City prohibits abuse or misuse of Legal Drugs to the point where such use adversely affects the Employee's job performance.

1. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty or on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; or from reporting to work under the influence of alcohol; and from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.

2. Prescription Drugs and Substances. It is against City policy to report to work, or to work, under the influence of prescription drugs that result in an Employee being unable to perform the essential functions of his/her job or which result in a direct threat to the health or safety of the Employee or others in the workplace.

a. Any Employee who is taking a prescription drug that may affect his or her ability to work, must advise his or her Immediate Supervisor before reporting to work under such medication.

b. If the City determines that such prescription use does not pose a direct threat to the Employee, or others in the workplace, and does not result in the Employee being unable to perform the essential functions of his or her job, the Employee may be permitted to work. If a City selected

c. Improper use of prescription drugs is prohibited and may result in disciplinary action. Prescription drugs must be kept in the original container if such medication is taken during the work hours or on City property.

C. The City will not permit any Employee to work, or to perform his or her duties, under the influence of Illegal Controlled Substances, Legal Drugs or while under the influence of alcohol.

D. On rare occasions, Employees may attend or participate at off-site social events that are work related or sponsored by the City where alcoholic beverages may be served. The provisions of this policy related to use of alcohol beverages may not apply depending on the circumstances.

E. It is a condition of employment to abide by the terms of the City's Drug Free Workplace Program. Any Employee who violates the program is subject to disciplinary action up to and including termination.

F. Drug Free Workplace Education/Awareness.

1. The City displays and distributes a copy of the City's Drug Free Workplace Program and provides notice of drug testing on vacancy announcements.

2. A notice of the City's drug testing policy is posted on the official bulletin boards at the Employee's worksite, and copies of the policy are made available, during the regular business hours of the City, for inspection by the general public.

3. Prior to testing, the following are made available to Employees and applicants for employment :

   a. A copy of the Drug Free Workplace Policy;
   b. A list of drugs that may alter or affect a drug test;
   c. A list of local Employee Assistance Programs; and
   d. A list of alcohol and drug rehabilitations programs.

4. Drug Free Workplace Acknowledgment of Receipt and Understanding; Drug Screening Consent Form. All applicants and Employees, as a condition of employment, are required to sign the City's Drug Free Workplace Acknowledgment of Receipt, Understanding and Drug Screening Consent.
    a. By signing this form an Employee acknowledges that he or she has read, understands and has received a copy of the City's Drug Free Workplace Program.
    b. Signed copies of these forms are maintained in the Employee's personnel file.
    c. Refusal to execute this consent will result in disqualification for further employment consideration or will result in disciplinary action up to and including termination of employment with the City.

G. Drug and Alcohol Testing. The City conducts drug testing on applicants and Employees.

1. Substances Tested For. Employees will subject to drug testing for the detection of the following Illegal Controlled Substances/drug groups, as well as others that may from time to time be declared illegal by state or federal law:

    a. Amphetamines
    b. Barbiturates
    c. Benzodiazepines
    d. Cannabinoids (marijuana)
    e. Cocaine
    f. Methadone
    g. Methaqualone
    h. Opiates (heroin, morphine, codeine)
    i. Phencyclidene (PCP)
    j. Propoxyphene

2. Types of Testing.

    a. Post-job Offer/Pre-employment Testing. All job applicants and Employees shall be subject to post-job offer/pre-employment drug testing as a prerequisite to employment or continuation of employment with the City. All applicants with the City must pass a drug screening to be considered eligible for employment.

        i. It is the obligation of the job applicant to notify the approved testing facility of any Legal Drugs

ii. Applicants who refuse to be drug tested will not be considered for employment.

iii. Those who take a post-job offer/pre-employment test and fail or refuse to take such a test will be terminated.

b. Reasonable Suspicion Testing. All Employees are subject to Reasonable Suspicion Testing. A drug or alcohol test is administered when a Reasonable Suspicion exists to believe the Employee is using drugs or alcohol in violation of this policy. Reasonable Suspicion Testing may be based upon:

i. Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;

ii. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;

iii. A report of drug use;

iv. Evidence that an Employee or applicant tampered with a drug test during his or her employment with the City;

v. Evidence that an Employee has caused, contributed to, or been involved in an accident while at work;

vi. Evidence that an Employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs; or

vii. Frequent absences from work without a satisfactory explanation.

c. Post-accident Testing. All Employees will be subject to Post-accident Testing. A drug and/or alcohol test is administered when an Employee is directly involved at any time in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe or negligent

d. Random Testing. Only those Employees in Special Risk or Safety Sensitive Positions are subject to Random Testing. A drug test will be administered on a random basis. All names of Employees in Special Risk or Safety Sensitive positions comprise the pool of names from which a random sample is drawn on a periodic basis such that a minimum of twenty-five percent (25%) of all Special Risk and Safety Sensitive positions are tested annually. No advance notice is provided.

e. Follow Up Testing. If, in the course of employment, an Employee enters an Employee Assistance Program for drug-related problems, or an alcohol or drug rehabilitation program, and returns to work after successfully completing the program, the Employee must submit to drug and/or alcohol testing as a follow-up to such a program on a semi-annual basis for at least two (2) years.

    i. An executed Agreement for Continued Employment with the City must be in place.

    ii. Human Resources will schedule the testing and will not provide advance notice as to when the testing is to occur.

    iii. In the event of a confirmed positive follow-up test, the Employee will be terminated.

f. Fitness for Duty. All Employees will be subject to Fitness for Duty testing. A drug test will be administered at all annual physicals that are job related and consistent with operational consideration for Safety Sensitive and Special Risk Employees. In addition, Employees returning to work from a Leave of Absence, including absences due to qualified injuries under worker's compensation and absences due to the serious health condition of the employee under FMLA Leave, may be subject to testing as part of their return-to-work requirements.

3. Refusal to Submit to Testing. Any Employee who refuses to submit to a drug test may forfeit his/her eligibility for medical or indemnity benefits under the Florida Worker's Compensation law and the Division of Drug Testing Rules. Such an Employee will be subject to disciplinary action up to and including termination of employment with the City. A Refusal to test includes, but is not limited to, the following:
    a. Refusing to submit to testing;
    b. Not reporting for testing as directed;
    c. Attempting to adulterate or substitute a specimen;
    d. Admitting that the specimen was adulterated or substituted;
    e. Interfering with collection process or procedure, including possessing or wearing a prosthetic or other device that could be used to interfere with the collection process; or
    f. Failing to adhere to the instructions of the collector or MRO.

4. Confidentiality. All information, interviews, reports, statements, memoranda, and drug test results received by the City in conjunction with its Drug Testing Program are considered confidential communications and will not be disclosed or released, except as authorized pursuant to state and federal law or regulations or written consent by the person tested.

5. Cost of Testing. The City will pay the costs of initial and confirmation drug testing that it requires of both job applicants and Employees. Applicant and Employees will pay the cost of any additional drug testing not required by the City.

H. Testing Procedures.

1. Transportation. Transportation of an Employee determined to be visibly or otherwise impaired will be arranged by the Department Director or Human Resources or other designee.

    a. If, in the opinion of the Immediate Supervisor or Department Director, corroborated by another Department Director or Human Resources, an Employee is determined to be impaired, arrangements will be made to transport the Employee for testing and then to his or her home.

    b. If the Employee insists on driving, the Employee will be told that the police will be notified or called in to assist in the escort of the Employee from the premises.

c. After normal laboratory hours, the Employee will be taken to another designated collection site after contact is made with the Human Resources or City Manager or other designee.

2. Reporting Medication Which May Alter or Affect a Drug Test Result. An applicant or Employee will be given the opportunity by the testing facility and the Medical Review Officer (MRO) to report the use of any Legal Drugs, including prescription drugs or over the counter medications, that may affect the results of the test both before and after the test.

3. Licensed Laboratory, Collection Site(s). All drug testing will be conducted by a City designated facility that is licensed by the State.

    a. The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling, transfer, and storage.

    b. The initial and confirmation tests will include testing for all drugs at the specified cut-off levels according to Florida Administrative Code. The City retains the right to change or add collection sites and laboratories.

    c. Locations and contact information for collection sites and laboratories are provided as needed and posted as required.

4. Collection Site and Laboratory Procedures.

    a. Collection Site Personnel. A specimen for a drug test will be taken or collected by:

        i. A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of the accident for the purpose of rendering emergency service or treatment; or

        ii. A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.

b. Testing Laboratory. The laboratory used to analyze initial or confirmation specimens will be licensed and approved by the State of Florida.

i. All laboratory security, chain of custody, transporting and receiving of specimens, specimen processing, re-testing, storage of specimens, instrument calibration and reporting of results will be in accordance with state laws and rules.

ii. The laboratory will provide assistance to the Employee or job applicant for the purpose of interpreting any positive confirmed test results.

I. Review and Challenge of Test Results.

1. A Medical Review Officer (MRO). The City has engaged at least one licensed physician as a Medical Review Officer. The MRO is responsible for receiving and reviewing all confirmed test results from the testing laboratory. The MRO is also responsible for contacting all positively tested donors to inquire about possible prescriptive or other over-the-counter medicines that could have caused a positive test result. Names, addresses and telephone numbers of the MRO(s) are available from Human Resources.

2. Reporting Results and Notice to Donor.

a. Negative Results. The testing laboratory will report all negative drug test results to the MRO immediately, and must provide the MRO quantification of the test results upon request. The MRO will advise Human Resources of the results. After receipt of a negative test result from the MRO, the Human Resources will inform the donor and the donor's Department Director or designee.

b. Positive Results. The testing laboratory will report all positive drug test results to the MRO immediately, and must provide the MRO quantification of the test results upon request. The MRO will advise Human Resources of the results. After receipt of a positive test result from the MRO, the Human Resources will inform the donor and the donor's Department Director or designee, and City Manager.

i. Human Resources, Department Director, or designee will notify the applicant/Employee of a confirmed positive test result from the laboratory.

ii. All initial test results of Employees will be confirmed as provided by the Florida Worker's Compensation Law and the Division Drug Testing Rules of the Florida Administrative Code. A confirmation test is a second analytical test to identify the presence of a drug.

iii. The donor may, within five (5) working days from the date of notification, explain or contest the positive test result with the MRO and submit information to the MRO explaining or contesting the test result.

c. Challenges to Test Results. The donor may, within five (5) working days, after receiving notice of a confirmed positive test result, submit information to Human Resources explaining or contesting the result(s).

i. If the Employee's explanation or challenge of a confirmed positive test result is deemed unsatisfactory by the City, the Human Resources will notify the Employee.

ii. When an Employee is disciplined as a result of a positive drug test, the Employee may contest the validity of the test in addition to the disciplinary action pursuant to the grievance process contained in the City's Personnel Manual.

iii. The donor may contest the drug test results pursuant to applicable law or to the rules adopted by the Agency for Health Care Administration. It is the donor's responsibility to notify the lab of any administrative or civil action brought.

J. Employee Rights. In addition to other rights provided elsewhere in this Policy, Employees shall have the following rights when tested to determine the presence of Illegal Controlled Substances or the abuse or misuse of Legal Drugs:

1. Employees and job applicants have the right to consult with the testing laboratory and/or MRO for technical information regarding prescription and non-prescription medications.

2. All test results will be confidential and will only be provided to City Manager, Human Resources, Department Director or designee on a need-to-know basis unless otherwise required or allowed by applicable law.

K. Reporting Violations. It is the obligation of every Employee of the City to report violations of this policy. Failure to report may subject Employees to disciplinary action up to and including termination of employment.

1. Good Faith Reports. Any Employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies and truthfully participates in an investigation, or any Immediate Supervisor or Department Director who investigates or takes action on good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner.

2. Bad Faith Claims. Any knowingly false reporting of a violation of the policies set forth herein shall subject the reporting Employee to disciplinary action up to and including termination.

3. Reporting and Conviction of Alleged Crimes Including Drugs or Alcohol. All Employees must report to their Immediate Supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law immediately, but not later than the next work day after Employee becomes aware of it. Failure to notify the appropriate people will result in disciplinary action up to and including termination.

    a. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the City's policies. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome of any criminal case that may be brought against the Employee.

    b. Upon conviction of a crime involving Illegal Controlled Substances or other drug related violation, the Employee will be terminated.

L. Voluntary Admission/Treatment Options. It is the City's desire that individuals be allowed to address and resolve any drug or alcohol problem on a confidential basis, provided they voluntarily submit themselves to the City's Employee Assistance Program provider as set forth herein and the Employee's drug or alcohol problem does not adversely affect their performance or the operations of the City.

1. Voluntary/Confidential Employee Submission to Employee Assistance Program. Should an Employee realize that he or she has developed a dependence on drugs, alcohol, or any controlled substance, he or she is advised to seek trained, professional assistance immediately. Employees are encouraged to seek rehabilitation voluntarily to address and resolve any drug and alcohol-related problems on a confidential basis without City involvement.

    a. In order to afford an effective means of helping Employees cope with substance abuse, the City has contracted with an Employee Assistance Program provider which offers Employees and their families substance abuse treatment and rehabilitative services.

    b. Pertinent information regarding these services is available by contacting the current Employee Assistance Provider or by contacting the Human Resources.

2. Employees Who Report Substance Abuse to City. Unless the City determines that the Employee's condition or rehabilitation activities are such that he or she may continue to work in his or her or another position either full-time or part-time during the rehabilitation process, an Employee who voluntarily reports a substance abuse or alcohol problem to management may be permitted to take leave (as provided for within the Leave policies of the City), in order to obtain substance abuse rehabilitation and may use accrued leaves normally available to Employees. Such leave is conditioned upon the Employee:

    a. Signing an Agreement for Continued Employment;

    b. Actually enrolling in a rehabilitation program; and providing the City with written verification from the program's counselors on a weekly basis that the Employee has, in fact, enrolled and is, in fact, successfully participating in the program.

3. No Employee will be retaliated against for voluntarily seeking assistance for problems related to drug/alcohol use or abuse; however seeking such assistance does not excuse unsatisfactory attendance and job performance as directed by the City.

4. City Referral. In the event the City becomes aware of a drug or alcohol problem, the City may immediately terminate the Employee or, at is option, direct the Employee to participate in the EAP and set the conditions under which Employee will be allowed to return to work.

    a. Participation in any evaluation, treatment or counseling program will be at the Employee's expense, unless Employee is entitled to such benefits under the terms of the City's group health plan or by other available benefits.

    b. If the Employee presents written proof, as described above in this section, that he or she has successfully completed the program within the time prescribed, he or she may be eligible to return to work with the City provided there is a vacancy in a position the City considers the Employee is qualified to perform. The Employee will undergo follow up testing in accordance with other provisions of this policy.

    c. Other than as required by law, this policy does not require the City to hold any position open nor create a position for Employees who successfully complete drug rehabilitation counseling.

    d. Nothing in this policy is to be construed as an obligation upon the City to provide, or to pay for, substance abuse counseling except to the extent it may, from time to time, be available to participating Employees as part of the City's fringe benefit package or otherwise required by law.

    e. Employees are subject to immediate termination of employment if they fail to meet the conditions of continued employment under this policy.

M. Disciplinary Provisions/Consequences of a Failed Drug Screen.

1. Job Applicants. If the results of a Post-offer/Pre-employment drug test are confirmed positive, the job applicant will be disqualified from further employment consideration and shall not be allowed to reapply for a period of six months.

2. Employees. Employees who violate this policy; or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and who refuse or fail to do so when and as directed; or who after having taken such examination or test are determined to have utilized Illegal Controlled Substances at any time or have violated the provisions on Legal Drug use, shall be subject to disciplinary action as provided below:

    a. The City reserves the right to suspend an Employee with or without pay pending the results of a drug test or the outcome of an investigation related to a violation of this policy.

    b. Any Non Safety Sensitive or Non-Special Risk Employee, whose test results are confirmed positive, will be subject to disciplinary action up to and including termination.

    c. Any Employee who is terminated on the basis of a confirmed positive test may forfeit his or her eligibility for all worker's compensation, medical and indemnity benefits, as well as unemployment compensation benefits. If an Employee is injured in the course and scope of his or her employment at the City and his or her results are confirmed positive, but he or she is not terminated, the Employee may forfeit his or her eligibility for medical and indemnity benefits under the Florida Worker's Compensation Law and the Division Drug Testing Rules. Any City group health insurance in effect may not cover injuries sustained in the course and scope of employment.

    d. An Employee in a Special Risk or Safety Sensitive Position who violates this policy will be discharged for the first positive result if the drug confirmed is an illicit drug under Florida Statutes Chapter 893 or any other applicable law.

    e. If an Employee violates this policy with respect to the provisions on Legal Drug use, misuse or abuse the Employee may be subject to disciplinary action up to and including termination. If an Employee is permitted to enter an Employee Assistance Program in lieu of termination, the City may place the Employee on leave without pay while the Employee is participating in the program. However, the Employee will be required to utilize accumulated paid leave benefits during the leave.

f. In the event that the City permits an Employee to enter an Employee Assistance Program or drug rehabilitation program, the Employee may be suspended without pay after signing an Agreement for Continued Employment with the City. During this suspension period the Employee will report to the Employee Assistance Program provider or other rehabilitation program and follow whatever advice is prescribed. After furnishing proof that the Employee has successfully followed the advice for treatment, the Employee will be re-tested as provided in this policy. If the Employee's tests are clear, the Employee will be permitted to return to work, provided work is available that the Employee is qualified to perform. If the Employee should test positive or fail to follow the advice for treatment of the EAP, or fail to sign the Agreement, he or she will be subject to disciplinary action up to and including termination. In the event of a second confirmed positive test result the Employee will be terminated.

N. Investigation. The City may or my not prosecute in matters involving Illegal Controlled Substances depending on the impact to the efficient operation of the City Government. The City will turn all confiscated drugs over to the proper law enforcement authorities. Further, the City reserves the right to cooperate with or enlist the service of proper law enforcement authorities in the course of any investigation. Applicable investigations into the activities of a police officer will be conducted in accordance with the provisions of Florida Statutes §112.532. Applicable investigations into the activities of a certified firefighter will be conducted in accordance with the provisions of Florida Statute §112.82.