

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

AGENDA

October 20, 2014

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. COUNCIL MEMBER RECOGNITION

1. Proclamation - 20 Years of Service

Presentation of proclamation honoring Joseph E. Johnston, III.

Presentation: Ken Small, Financial Technical Assistance
Manager, Florida League of Cities

**** Recess for Council Member Recognition ****

D. PRESENTATION & REQUESTS FOR WAIVERS

1. Tom Varn Park Fee Waiver Request - Communities in Schools of Hernando County Harvest Festival

Consideration of request for fee waivers in the amount of \$275 for their 2nd Annual Harvest Festival at Tom Varn Park on October 25, 2014.

Presentation: Director of Parks, Facilities &
Recreation
Recommendation: Direction to Staff
Attachments: Memo from Director of Parks,
Facilities & Recreation dated 10/2/14,
Letter of Request, Facility Use
Agreement, Certificate of Insurance,
Fee Waiver Policy and Spreadsheet

E. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. “Florida City Government Week” Proclamation

Consideration of Proclamation declaring the week of October 19-25, 2014, as “Florida City Government Week” in conjunction with the Florida League of Cities’ sponsored annual statewide celebration of municipal government and its contributions to the quality of life of Floridians.

Presentation: Mayor
Attachments: Proclamation

REGULAR COUNCIL MEETING AGENDA – OCTOBER 20, 2014

2. **“Weatherization Day” Proclamation**

Consideration of Proclamation declaring October 30, 2014, as “Weatherization Day” sponsored by Mid-Florida Community Services.

Presentation: Mayor
Attachments: Proclamation

3. **Enterprise Zone Proclamation**

Consideration of Proclamation in support of the continuance of the laws providing for the Enterprise Zone Program.

Presentation: Mayor
Attachments: Proclamation

F. **CITIZEN INPUT**

G. **CONSENT AGENDA**

1. **Minutes**

- a. May 19, 2014 Regular Meeting
- b. June 2, 2014 Regular Meeting
- c. June 10, 2014 Special Meeting

2. **Utility Billing Services Bid No. FI2014-06 Award**

Consideration of award for Utility Billing Services to MCCa for the not-to-exceed annual amount of \$12,960 plus an initial programming and set-up cost of \$500.

3. **Department of Public Works Vehicle Purchase**

Consideration to purchase a single-stream recycling truck for the not-to-exceed amount of \$84,280.50.

4. **Police Department Radio Upgrades**

Consideration of purchase of Motorola radio upgrade(s) \$39,980.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from Assistant Finance Director dated 10/08/14, Bid Certification, Bid Opening Minutes, Contract; 3) Memo from Director of Public Works dated 10/02/14, Quote and Specifications; 4) Memo from Chief of Police dated 10/20/14, Quote

REGULAR COUNCIL MEETING AGENDA – OCTOBER 20, 2014

H. REGULAR AGENDA

1. Fee Waiver Policy 3-2012

Consideration of amendment to the Fee Waiver Policy.

Presentation: City Manager
Recommendation: Approval of Amendment
Attachments: Memo from City Manager dated 10/08/14; Policy

2. Kiwanis Club's 40th Annual Brooksville Christmas Parade

a) Kiwanis Club of Brooksville – Annual Christmas Parade Fee Waiver

Consideration of request to partially waive fees in the amount of \$3,308.29, with a commitment from Kiwanis to pay \$1,000 to offset costs to hold the 40th Annual Christmas Parade on Saturday, December 13, 2014.

Presentation: Club President & Chair
Recommendation: Direction to Staff
Attachments: Memo from City Clerk dated 10/10/14, Letter from Kiwanis President dated 10/08/14, Street Closure Permit, Fee Waiver Report & Policy

b) Resolution No. 2014-17 to Florida Dept. of Transportation (FDOT) – Annual Christmas Parade Route

Consideration of approval of resolution supporting annual Kiwanis Christmas Parade route and closing of SR50/Jefferson St. & US41/Broad St., with authorization for Police Chief and Mayor to sign FDOT permit application.

Presentation: City Clerk
Recommendation: Approval of Resolution No. 2014-17 upon roll-call vote
Attachments: Memo from City Clerk dated 10/17/14; Proposed Resolution, FDOT Permit

3. EPA Brownfields Assessment Grant Program Inventory – Phase II Environmental Site Assessments (ESA)

Consideration to move forward with Phase II assessment activity.

Presentation: Director of Community Development
Recommendation: Approval of Phase II
Attachments: Memo from Director of Community Development dated 10/20/14, Site Recommendations

REGULAR COUNCIL MEETING AGENDA – OCTOBER 20, 2014

4. **Bid Award - UD2014-04 Eastside Water & Wastewater Expansion Project**

Consideration of bid award to Pospiech Contracting, Inc. for the Eastside Water & Wastewater Expansion Project.

Presentation:	Director of Public Works
Recommendation:	Approval of Bid Award
Attachments:	Memo from Director of Public Works dated 10/15/14, Aerial of Project, Bid Summary, Bid Certification Form, Engineer's Bid Recommendation, Agreement for Contractor Services, Budget Amendment Form

I. CITIZEN INPUT

J. ITEMS BY COUNCIL

K. 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
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

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

**SUBJECT: TOM VARN PARK FEE WAIVER REQUEST – COMMUNITIES IN
SCHOOLS OF HERNANDO COUNTY, HARVEST FESTIVAL**

DATE: OCTOBER 2, 2014

GENERAL SUMMARY/BACKGROUND: Communities in Schools of Hernando County, a nonprofit organization, is hosting their 2nd Annual “Harvest Festival” event at Tom Varn Park on October 25, 2014, from 10am to 3pm. The organization is requesting that Council consider waving the fees in the amount of \$275.

The security deposit in the amount of \$275 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 \$275; 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, \$1,328.74 has been awarded, leaving a balance of \$8,914.12.

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:

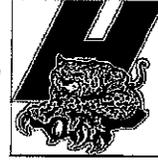
1. Letter of request
2. Facility Use Agreement
3. Certificate of Insurance
4. Special Event Fee Waiver Policy
5. Fee Waiver Spreadsheet

Attachment 1



Communities
In Schools

Hernando County



October, 3, 2014

Dear City Council Members:

Communities In Schools of Hernando County is a national program to keep students in schools and provides the resources that helps them to achieve in life.

We would like to host our 2nd Annual Harvest Festival at Tom Varn park which was proven to be a successful venue for our event last year.

As a non profit, Communities in Schools of Hernando County uses all of its resources to aid students in need of food, school supplies, clothing and other circumstances. We currently lack the funding needed to pay the full amount of the fees required to hold our event at the park. We are requesting a waiver of such fees so that we can bring this free event to the community that will benefit our students and their families overall.

Sincerely,

Jonita G. SaintLeger, Sarah Bennett, Lillian Rosenzweig

Site Coordinators of Communities in Schools of Hernando County

Attachment 2

Insurance certificate

July 2014

CITY OF BROOKSVILLE PARKS & RECREATION DEPARTMENT FACILITY USE AGREEMENT

RECEIVED
SEP 12 2014
BY: _____



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

Email: *dsarah@me.com

Name of applicant (User): Communities TV Schools of Hernando County com

If an organization, name of representative: _____

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

Address: 700 Bell Ave City: Brooksville State: FL Zip: 34601

Contact person: Sarah Bennett Day Telephone: 352-797-7015 Evening: 352-650-1209

Alternate contact person: 352 Day Telephone: _____ Evening: _____

Description of event: Harvest Festival

Anticipated attendance: _____

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: 10/25/2014 Ending date: 10/25/2014

Time event begins: 10:00 (AM) / PM Time event ends: 3:00 AM (PM)

Set-up: Date 10/25/2014 From 8:00 (AM) PM, To 10:00 (AM) / PM

Will event be open to the general public? Yes No Admission/donation/fee**: No Yes \$ _____

Food/merchandise sales*: No Yes Describe: food, arts, crafts

Refreshments served: No Yes Describe: Hot Dogs, chips, water

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 \$ 275.00 (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 than thirty (30) calendar days and the facility is subsequently leased for the same day/time period to another user, 25% if not re-leased.

Special Request * Need Stage Set Up * electric panel

USE AGREEMENT TERMS

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

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

Name: Sarah Bennett Signature: Sarah Bennett Date: 10/3/2014
 Applicant/User

Insurance Required: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes; Certificate naming City as "Additional Insured" attached <input type="checkbox"/> No <input type="checkbox"/> Yes	
Alcoholic Beverage Distribution/Consumption Permit <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Attach copy of signed permit)	
Base Rent \$ <u>275.⁰⁰</u>	Other \$ <u>275.⁰⁰</u>
Total Estimated Cost \$ <u>550.⁰⁰</u>	Total Estimated Deposit \$ <u>275.⁰⁰</u>
Initial Deposit (minimum 50% of estimated total) \$ <u>275.⁰⁰</u>	Received by <u>[Signature]</u> Date <u>10/3/14</u> Balance Due (10 days prior to event) \$ _____
Application Approved By: _____ Date: _____	
Not valid unless signed by Director of Parks and Recreation or Authorized Agent.	



CERTIFICATE OF LIABILITY INSURANCE

CISHERN

OP ID: SW

DATE (MM/DD/YYYY)
09/30/2014

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 Brown & Brown of Florida, Inc P O Box 548 273 North Broad Street Brooksville, FL 34605-0548 Christopher Scavuzzo	Phone: 352-796-8200 Fax: 352-799-1399	CONTACT NAME: Susan Wilder PHONE (A/C, No, Ext): 352-796-8200 FAX (A/C, No): 352-799-1399 E-MAIL ADDRESS: SusanWilder@BBBrooksville.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Community In Schools of Hernan 15588 Aviation Loop Drive Brooksville, FL 34604	INSURER A: Mount Vernon Fire Ins Co NAIC # 26522	
	INSURER B:	
	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
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		NPP2654583	12/30/2013	12/30/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is an additional insured in regards to General Liability.
 RE: October 25, 2014, Tom Varn Park.

CERTIFICATE HOLDER City of Brooksville 201 Howell Avenue Brooksville, FL 34601	CITYBRO	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

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

Proclamation

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

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

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

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

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

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

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim, October 19th through October 25th

“Florida City Government Week”

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

In Witness Whereof, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 20th day of October, 2014.

City of Brooksville

Kevin Hohn, Mayor

Frankie Burnett, Council Member

Joe Bernardini, Council Member

Joseph E. Johnston, III, Council Member

Lara Bradburn, Council Member

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

City of Brooksville Proclamation

Whereas, the City of Brooksville has long recognized the plight of low-income families and individuals in meeting their home energy needs; and

Whereas, the average American family spends more than \$1,300 annually on utility bills, which represents between 20 and 40% of a low-income family's income; and

Whereas, the services provided through the Weatherization Assistance Program save energy, lower energy costs and improve the comfort of the homes of low-income families, giving priority to households with elderly members, children and people with disabilities; and,

Whereas, the program not only saves energy through advanced technologies to improve the energy affordability for low-income families, but also saves lives and improves the health and safety of families by identifying carbon monoxide hazards, poor indoor air quality, mold, and other health threats, resulting in cost savings of more than \$300 annually; and,

Whereas, the Weatherization Assistance Program keeps jobs and dollars in our City and County by operating through the well-trained staff of Mid-Florida Community Services, who has been providing these much needed services to the eligible economically challenged homes in Citrus, Hernando, Pasco, Sumter and Volusia Counties since 1976; having weatherized over 2800 homes.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim October 30, 2014

“Weatherization Day”

in the City of Brooksville and encourage local weatherization professionals to deliver cost-effective, advanced technologies, to increase energy savings in each home served, and to heighten the awareness of energy efficiency in our community.

In Witness Whereof, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 20th day of October, 2014.

City of Brooksville

Kevin Hohn, Mayor

Frankie Burnett, Council Member

Joe Bernardini, Council Member

Joseph E. Johnston, III, Council Member

Lara Bradburn, Council Member

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

City of Brooksville Proclamation

Whereas, the Enterprise Zone program, a valuable tool for the State and its local governments used to create more business and jobs within our communities, began in the early 1980's and, per Florida Statute, is subject to review every 10-years, often with major and minor "tweaks" made along the way; and

Whereas, the Enterprise Zone program is a valuable instrument in a community's toolbox, providing incentives such as loans/grants to small businesses that are just getting started, as well as tax incentives such as a sales and use tax credit, tax refund for business machinery and equipment, sales tax refund for building materials, and a sales tax exemption for electrical energy; and

Whereas, the Enterprise Zone program has proven to be invaluable for the City of Brooksville/Hernando County to assist in redevelopment and promote infill development within and around our downtown core. The program further promotes business retention, the improvements to properties within the Enterprise Zone and helps to entice new businesses to be a part of Brooksville; and

Whereas, the law providing for these zones is scheduled to sunset in 2015, which will result in eliminating Enterprise Zones and the incentive tools they provide.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby support continuance of the Enterprise Zone program and the valuable tools afforded communities to assist in development and redevelopment.

It is our hope that the State of Florida will continue to support the Enterprise Zone program. This program assists your local governments to be successful which in turn helps the State to be a better place for its corporate and family citizenry.

In Witness Whereof, we have hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 20th 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

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

MINUTES

May 19, 2014

7:00 P.M.

Brooksville City Council met in regular session with Mayor Kevin Hohn, Vice-Mayor Frankie Burnett, Council Members Joe Bernardini and Lara Bradburn. Also present were Clifford Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; Tim Mossgrove, Fire Chief and George Turner, Police Chief. A reporter from the Hernando Times was also present.

The meeting was called to order at 7:02 p.m. by Mayor Hohn followed by an Invocation and Pledge of Allegiance.

PRESENTATION & REQUESTS FOR FEE WAIVERS

Brown Family Gathering - JBCC Fee Waiver Request

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

Dianna Yoder of the Jerome Brown Youth Foundation reviewed the event.

Motion:

Motion was made by Vice-Mayor Burnett and seconded by Council Member Bernardini for approval of the waiver of fees in the amount of \$265. Motion carried 4-0.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Law Enforcement Awareness Month Proclamation

The Proclamation was read in its entirety by Mayor Hohn and presented by Council to Officers and representatives of the Brooksville Police Department, Hernando County Sheriff's Office, Florida Highway Patrol and Florida Department of Law Enforcement.

Council Member Bradburn expressed appreciation to the various branches for the partnership provided to the City of Brooksville.

Mayor Hohn commented on his law enforcement experience and expressed his gratitude to those who serve.

Council Member Bernardini expressed appreciation, and gave special thanks to the auxiliaries and reserves that come and do their job for little or no pay.

CITIZEN INPUT

Mayor Hohn called for public input.

REGULAR COUNCIL MEETING MINUTES – May 19, 2014

Hamilton Hanson spoke about the Constitution of the United States Analysis and Interpretation, citing Amendment 4 and others.

Pat Miketinac reviewed and commented on the National Motor Associations' analysis of increased collisions at intersections with red light cameras.

CONSENT AGENDA

Minutes

August 19, 2013 Regular Meeting

Revised FDOT Traffic Signal Maintenance and Compensation Agreement

Consideration of revised agreement effective July 1, 2014 through June 30, 2015.

Parks & Recreation Mower Surplus and Purchase

Consideration to surplus two mowers and purchase one from Fund 503 Equipment Replacement in the amount of \$4,608 from General Auto and approval of Budget Amendment.

Motion:

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

Council Member Bernardini asked if anyone had found out if red light camera violations affect the insurance of violators. Council Member Bradburn has been told it has no affect on the insurance.

PUBLIC HEARINGS (*Board Sitting in its Legislative Capacity*)

- Entry of Proof of Publication into the Record

Mayor Hohn advised for the following Public Notice, Council will be sitting in its Legislative Capacity instead of the Quasi-Judicial Capacity for this Vacation of Right-of-Way.

Mayor Hohn called for proof of publication. City Clerk Peters advised the hearing had been published on Friday, May 2, 2013, in the Hernando Times and there is a copy on file for the record.

Resolution No. 2014-06 - Vacation of Right-of-Way - Luigi's Pizza

Consideration of petition from Luigi's Pizza for vacation of right-of way for Luigi's parking lot and street alignment, at a portion of Lot 10 and 12, and all of Lot 11 of Halemont Addition, Block 10.

City Planner, Steve Gouldman, reviewed the request. He stated he received responses from Public Works and Bright House. In response, he conditioned the resolution to require the City to maintain an easement over the entire parcel. He also added the business would be responsible for any facility relocation related to property improvements. He advised that staff recommended approval of the vacation request at the April 9th Planning and Zoning hearing.

Council Member Bradburn asked about the location and age of the utility line. Referencing potential redevelopment on adjacent property, she felt the better solution would be to grant the petitioner development use while still retaining ownership. The city would be need to also be held legally harmless. She feels the sewer line would need to be retrofitted prior to any changes.

Director Geiger advised the petitioner had been informed of all options. They reviewed a right-of-way use agreement, but the applicant wants to own the property, allowing long-term security for his property investments. Director Geiger advised if utilities need to be relocated there would be a place to put them.

REGULAR COUNCIL MEETING MINUTES – May 19, 2014

Mayor Hohn confirmed that the City has a utility easement within this request. Mr. Gouldman clarified that if the City has to tear something up, the City will pay for it. If improvements are made requiring utility relocation, Mr. Gouldman said it will be at his cost.

Council Member Bradburn requested the age of the pipe and what it would cost to upgrade. Mr. Gouldman did not have that information available, but stated most of the pipe has been smoke tested.

Motion:

Motion was made by Council Member Bradburn to delay until the age and condition of the utility can be confirmed. Motion died for lack of a second.

Council Member Bradburn expressed her concern about not receiving Bright House's approval in writing. She talked about their common goal for allowing property improvement, but believes better planning is needed to reserve our rights.

Vice-Mayor Burnett felt the resolution covers Council Member Bradburn's concerns.

Mayor Hohn called for public input.

Petitioners George and Gregory Kirshy reviewed their plan for the property. Council discussion continued.

Council Member Bradburn asked why Mr. Gouldman is in favor of this particular vacation. He advised he is in favor because it conforms to the grid system; it does not create an interruption.

Motion:

Motion was made by Vice-Mayor Burnett and seconded by Council Member Bernardini for approval of Resolution No. 2014-06.

City Clerk Peters read Resolution No. 2014-06 by title, as follows:

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

Motion carried 3-1 upon roll call vote as follows:

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

Council Member Bradburn advised she does not oppose their use of the land, she opposes the vacation of the right-of-way in lieu of other options.

REGULAR COUNCIL MEETING MINUTES – May 19, 2014

REGULAR AGENDA

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

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

Bill Geiger, Director of Community Development, reviewed the agreement.

Council Member Bradburn asked the Council to consider what will become of staff. On several occasions it was agreed that the new MPO will put out a request for application on an independent director. There still remains disagreement on operating management.

Motion:

Motion was made by Council Member Bradburn and seconded by Vice-Mayor Burnett for approval of the MPO Merger Interlocal Agreement. Motion carried 4-0.

Council consensus was to have Council Member Bradburn continue as the City Council Representative for the board and Council Member Joe Johnston to continue as alternate until December.

Accounting Resolutions

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

City Manager Norman-Vacha reviewed the resolutions, advising auditors Clifton Larsen Allen indicated GASB 54 identified several special funds that have ongoing funding sources, which require restrictions on expenditures to be set by resolution or ordinance. She stated that Council can change designations of funds if necessary. She advised if the resolutions were not adopted, those monies would go to the General Fund.

Council Member Bradburn asked if the special revenue funds can be designated as anything else and retain a separate line item. City Manager Norman-Vacha advised no, and that an emphasis of the GASB has been to eliminate special funds and the holding of monies on the side. Other related funds are the Storm Readiness Fund, Good Neighbor Trail, and the Tree and Streetscaping Fund. She will be coming back with additional information so that money is reported appropriately. Council Member Bradburn spoke of the possible need to have an ordinance or policy in place to make sure the monies are used for their intended purpose.

Council Member Bernardini asked about the operating expenses listed in the resolution regarding the red light camera safety program. City Manager Norman-Vacha went over the additional expenses related to the program. Council Member Bernardini pointed out that there are no education expenditures set aside. He advised he cannot support the resolution without designations for safety education. Vice-Mayor Burnett and Mayor Hohn believe the current language should allow for these expenses. City Manager Norman-Vacha suggested adding “other safety related expenditures, including public safety education programs” in the language for the heading, recital, and section 4.

Council concurred.

Resolution No. 2014-07 - Red Light Camera Funds

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

REGULAR COUNCIL MEETING MINUTES – May 19, 2014

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Bernardini for approval, as amended, of Resolution No. 2014-07.

City Clerk Peters read Resolution No. 2014-07 by title, as follows:

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

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

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

Resolution No. 2014-08 - The First Tee

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

Motion:

Motion was made by Council Member Bradburn and seconded by Vice-Mayor Burnett for approval of Resolution No. 2014-08 as corrected.

City Clerk Peters read Resolution No. 2014-08 by title, as follows:

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

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

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

REGULAR COUNCIL MEETING MINUTES – May 19, 2014

CITIZEN INPUT

Mayor Hohn called for public input.

Vi Coogler wished everyone a safe Memorial Day.

ITEMS BY COUNCIL

Lara Bradburn, Council Member

Road List

Council Member Bradburn thanked staff for including the road list on the agenda. She asked about Brooksville Avenue. City Manager Norman-Vacha advised she will get her the information.

First Tee

Referencing the Correspondence-to-Note, she pointed out that there is matching grant money for First Tee and congratulated the Mayor for generating money for the program.

Mosquito Control

Council Member Bradburn asked if the Mayor would provide an update. Mayor Hohn advised he and the City Manager met with Jim Kimbrough, along with County Commissioner Wayne Dukes and County Administrator Len Sossamon. The County expressed concern about lack of payment on four items, one being Mosquito Control. Mayor Hohn advised the City doesn't owe the County any of those monies and all were in agreement after discussion. Payment of the Technology Services Agreement was delayed because of outstanding negotiations, which were resolved this week. City Manager Norman-Vacha stated that conversations will continue with the County on the future of Mosquito Control.

Joe Bernardini, Council Member

Council Member Bernardini stated that Wednesday is recycling day and wished everyone a happy Memorial Day.

Frankie Burnett, Vice-Mayor

Vice-Mayor Burnett congratulated his brother, Charles "Kojack" Burnett, for becoming the President of the Blue Collar Union of the Hernando County School Board.

He referenced the "Our Father" prayer and the how to find the correct recital.

Vice-Mayor Burnett thanked the City Manager and staff for their continuous good work.

T. Jennene Norman-Vacha, City Manager

City Manager Norman-Vacha reminded Council that May 30th is the Chocachatti historical marker unveiling and dedication ceremony.

Kevin Hohn, Mayor

First Tee

Mayor Hohn advised that The Kiwanis Club of Spring Hill has announced the First Tee of Brooksville will be the primary recipient of funds from this year's charity golf tournament on September 27th.

REGULAR COUNCIL MEETING MINUTES – May 19, 2014

City Hall Art Exhibit

He commented on the great job done by the kids.

Accreditation

The Police Department received the highest marks for their accreditation efforts this year.

Council Member Bradburn pointed out that the Fire Department received the best ISO rating in City history.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:47 p.m.


City Clerk

Attest: _____
Mayor

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

MINUTES

June 2, 2014

7:00 P.M.

Brooksville City Council met in regular session with Mayor Kevin Hohn, Vice-Mayor Frankie Burnett, Council Members Joe Bernardini and Lara Bradburn. Also present were Clifford Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; Tim Mossgrove, Fire Chief and George Turner, Police Chief. A reporter from the Hernando Times was also present.

The meeting was called to order at 7:02 p.m. by Mayor Hohn followed by an invocation and Pledge of Allegiance.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Proclamation - Mary Elizabeth Preston Day

Presentation of a proclamation designating June 4, 2014, as Mary Elizabeth Preston Day.

The proclamation was read in its entirety by Mayor Hohn to be presented to Ms. Preston at an event in her honor. Ms. Preston has dedicated her life to public service. She has lived in Brooksville since 2001 while continued her volunteer work.

2014 Hurricane Season Update

Advisory presentation regarding predictions and preparations for the 2014 hurricane season.

Cecelia Patella, Emergency Management Director for the Hernando County Sheriff's Department, updated Council on the projected 2014 hurricane season as compared to the 2013 season.

She advised the annual tax-free event started Saturday and will last through June 9th to purchase storm readiness materials.

Proclamation - Code Enforcement Officers' Week

Presentation of a proclamation designating June 1 - 7, 2014, as Code Enforcement Officers' Week.

The proclamation was read in its entirety by Mayor Hohn and presented to Mark Caskie, Code Enforcement Officer for the City of Brooksville.

Emergency Communications 800 MHz Radio Upgrade

Presentation of upcoming required upgrades to Emergency Communications System.

Chief Bill Kicklighter of the Hernando County Sheriff's Office reviewed the critical P25 Upgrade Project for the Emergency Communications 800 MHz Radio System.

REGULAR COUNCIL MEETING MINUTES – June 2, 2014

Council Member Johnston pointed out that Public Works is not included on the system. City Manager Norman-Vacha, referencing the size of City, advised that they are able to utilize phones.

Council Member Bradburn asked if the money allocated by the Legislature is just for state agencies, or would the City have access at some point. Chief Kicklighter said staff is active in groups offering funding and continue to express our needs. Council Member Bradburn asked him to keep Council updated on that, as well as the federal access.

Council Member Bernardini and Chief Kicklighter discussed available channels and security.

Chief Kicklighter stated that communication between the Hernando County Sheriff's Office and City staff is phenomenal, which he appreciated.

CITIZEN INPUT

Mayor Hohn called for citizen input.

Pat Miketinac spoke on the red light camera issue and the City's process for changing the charter.

Shirley Miketinac, referencing red light cameras, spoke about the collection of signatures for a proposed referendum.

CONSENT AGENDA

Minutes

- | | |
|-----------------------|--------------------|
| a. February 26, 2013 | Financial Workshop |
| b. May 21, 2013 | Workshop |
| c. September 11, 2013 | 1st Budget Hearing |
| d. September 16, 2013 | Regular Meeting |

Police Department Vehicle Replacement

Consideration to surplus and replace vehicle involved in a motor vehicle crash and approval of appropriate budget amendment.

Motion:

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

REGULAR AGENDA

Audited Financial Statements

Review and acceptance of Annual Audit for Fiscal Year ending September 30, 2013.

Mike Carter and Sonja Holland of Clifton Larson Allen, LLP presented the 2013 audit, providing a summarized version of the audit.

Mr. Carter explained the different parts of the audit. Ms. Holland reviewed the numbers.

REGULAR COUNCIL MEETING MINUTES – June 2, 2014

Mr. Carter relayed control deficiencies and recommendations, as well as the Management Letter with best practices recommendations and required governance communication. He added that the General Fund has about 2.5 months in reserves, and the general health of the city is good.

Mr. Carter reviewed accounting statement number 54, regarding fund balance, which states special revenue funding needs to come from restricted or committed revenues. Restricted funding is usually restricted by an outside party; a statute or agreement. Committed revenue is something the Council would commit. If the fund balance is assigned with no other restriction it cannot be a special revenue fund. The Good Neighbor Trail Project, Major Storm Readiness and Tree and Streetscaping Funds were moved back into the General Fund for this reason.

They thanked the City Manager and staff for their assistance.

Mayor Hohn commended them on a thorough audit.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Bradburn for acceptance of the audit for the Fiscal Year ending September 30, 2013. Motion carried 5-0.

Mosquito Control MSTU

Discussion of available City options for Mosquito Control Services.

City Attorney Cliff Taylor reviewed special districts as required by Florida Statutes Chapter 388.

Richard Radacky, Director of Public Works, reviewed a presentation of the types of mosquitoes in Florida and their life cycle, as well the diseases caused by them and options for addressing the problem.

Mayor Hohn pointed out that the County may be leaning toward paying for the services out of the General Fund.

Council Member Bradburn suggested our legal counsel ask the courts to decide about the 30-year 1988 referendum voted for by the citizens which the county claims was negated by mosquito control vote. She said Council is responsible to ask the courts to remedy this situation. She doesn't think mosquito control can be discussed without first addressing the legality of nullifying a public referendum that our citizens supported. Due to expense and required experience, she stated she would not endorse creating a new department to provide these mosquito services. City Attorney Taylor advised a motion for judicial review could be filed within two weeks, but it would probably take a year for it to be heard. Lengthy depositions will slow it down further.

Council consensus was for the Mayor to meet with the County for a solution to mosquito control, feeling it to be a County function.

REGULAR COUNCIL MEETING MINUTES – June 2, 2014

CITIZEN INPUT

Mayor Hohn called for citizen input.

Kojack Burnett commended Council on their mosquito discussion and thanked the City Manager and staff on their work.

ITEMS BY COUNCIL

Lara Bradburn, Council Member

Council Member Bradburn wished the City Manager a belated happy birthday.

TECO

Referencing Correspondence-to-Note, Council Member Bradburn wants to ensure a full list of gathering places is provided.

Zollar Street

She asked for an update on the foreclosed properties, especially the burned house. Neighbors are expressing concern. City Manager Norman-Vacha advised Zollar Street properties are being addressed and Council Member Bradburn can visit with her about the details.

Frankie Burnett, Vice-Mayor

Vice-Mayor Burnett wished his brother Kojack Burnett a happy birthday, and wished all a Happy Father's Day. He commended staff on their work.

Kevin Hohn, Mayor

Golf Tournament

Mayor Hohn advised the Jerome Brown Scholarship Fund is hosting a golf tournament at Southern Hills next Saturday.

He wished Happy Birthday to Police Chief Turner.

T. Jennene Norman-Vacha, City Manager

Hernando Progress Invitation

City Manager Norman-Vacha advised they are putting together a governmental community summit on June 23rd and have requested participation from City Counsel, County Commission and the school board.

Joseph E. Johnston, III, Council Member

Council Member Johnston reminded everyone that Wednesday is recycling day.

REGULAR COUNCIL MEETING MINUTES – June 2, 2014

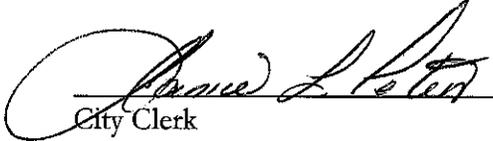
Cliff Taylor, City Attorney

Amendment to Charter

Attorney Taylor advised that the number of signatures have been certified by the Elections Supervisor. The City now needs to determine the legal sufficiency of the petitions themselves. He requested a special meeting so action can be taken.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 9:54 p.m.



City Clerk

Attest: _____
Mayor

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

MINUTES

June 10, 2014

7:00 P.M.

Brooksville City Council met in special session with Mayor Kevin Hohn, Vice-Mayor Frankie Burnett, Council Members Joe Bernardini, Lara Bradburn and Joseph E. Johnston, III present. Also present were Clifford Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager and Ryan Timothy, Deputy City Clerk.

The meeting was called to order at 7:01 p.m. by Mayor Hohn followed by an invocation and Pledge of Allegiance.

Mayor Hohn welcomed everyone and called for public comment.

Shirley Miketinac reviewed some dates pertaining to the petitions submitted for the removal of the red light cameras, as well as details about newly received petitions.

Pat Miketinac spoke against the red light cameras and requested Council give people the opportunity to vote.

Stanley Jacob spoke against the red light camera and water fluoridation.

Andrew Caamano discussed the events leading to his red light ticket, and while he understands the financial benefit, he questions whether it's a service to the public. He requested the procedure for getting his violation details. Mayor Hohn directed him to speak with Chief Turner.

Dan Patrick would like to see the red light cameras come down as was done in the past.

Michael Angelo Gordon asked that the cameras be taken down.

Angel Ortiz believes businesses will lose business since people will not come to the city because of the red light cameras. He stated police officers should be at those intersections and the red light cameras are not needed.

Amy Williams, a single mom with two kids, discussed her three red light tickets. She stated she is not a dangerous driver and it's very important to remove the red light cameras because of the effect they are having on people.

Karlene Nordgren told Council they need to let the people speak and listen to them.

REGULAR AGENDA

Petition for Charter Amendment for Upcoming Election

Attorney Taylor, referencing the Certification from the Supervisor of Elections, discussed the role and functions of the Supervisor and advised she does not weigh in on the legal sufficiency of the city charter amendment or state laws. The charter instructs that the issue now goes to Council and by resolution it shall go on the ballot, but certain criteria must be met.

Pointing out section 2.01 of the City Charter, it defines its purpose as being to establish an organic structure of government, not to place ordinance within the structure of our charter. He noted the petition itself is labeled as a charter amendment, but it doesn't act as a vehicle for a charter amendment, it is really an ordinance. He discussed the difference between charter amendment and referendum, and the different procedures for both.

If referendum, you must follow the recall statute by establishing a political action committee and gathering all petitions within 30 days, which was not done. The charter prohibits any proposed ordinance that extends to the budget, the capital improvement program or emergency ordinances, or ordinances relating to the apportionment of money, levy of taxes, or salaries of city officers and employees. There are existing contracts and budgets associated with the current ordinance. These are all reasons why this measure would not qualify, even if under referendum.

Attorney Taylor indicated that instead of this proposal putting a vote to the people, yes or no, it says to place it in the charter as a permanent prohibition against any red light camera program, and lists a vague and overbroad reference to the Florida Uniform Traffic Control Law. It is also important to have a severability clause in case any part is found unworkable or unconstitutional; that portion may then be segregated out. This proposal does not have a severability clause.

It is a permanent prohibition which binds the hands of future Council members from conducting regular city business. The only way a program may be considered is by putting it back on the ballot as a charter amendment. Reciting some of the language in the proposal, he stated that The City of Brooksville would be obligated to fight the State of Florida or any agency having jurisdiction within Brooksville. That creates problems with preemption law because the city does not have the right to do that. This proposal is dictating how the city will conduct itself in the future, and the language is so broad that it can be interpreted in many different ways beyond the jurisdiction of what exists.

Attorney Taylor does not think the city can forward this on in its form to the Supervisor of Elections, because a resolution cannot be created from it. He recommended they authorize the law firm to file a Declaratory Action to get guidance from a judge. He also advised them they can place a non-binding measure before the people for guidance, under Chapter 166.

Council Member Johnston confirmed with Attorney Taylor that the Declaratory Judgment is filed under the circuit court.

SPECIAL COUNCIL MEETING – JUNE 10, 2014

Mayor Hohn asked if a radar gun would be considered an automated traffic infraction detector system. Attorney Taylor said this is an example of an argument due to the vague language.

Council Member Bernardini feels this is a last minute ditch to destroy the electorate's position and he does not want to thwart the will of the people. He asked if the red light camera radar unit has to be certified per uniform traffic laws. Attorney Taylor said if you were issuing a speeding ticket that would be correct, but it is still up to the hearing officer to look at it, per the criteria in Florida Statutes 316.0083.

Mayor Hohn clarified the petition certification was just issued on June 2, 2014, and it could not have been discussed until it was certified. Council Member Bernardini felt that the people should have been told there was a problem with it before they wasted their time and efforts.

Council Member Bradburn, referencing the contract the city has with the vendor, asked what the city obligation would be if the petition goes forward. Attorney Taylor said it would be another violation of city charter. Council Member Bradburn confirmed that meant legally and financially.

Attorney Taylor indicated that the State doesn't give a legal pass on proposals to change state Constitution either, only form, and after it gets to form it goes to voters and the Attorney General's Office and Supreme Court may intercede if it violates rule. When sufficient signatures are gathered to petition a state amendment there has to be a financial report on the impact. The city does not have a like procedure, but it may be good to have a procedure if proposed. At the point we were handed a blank sheet of paper you have to make sure that all of the positions are exactly the same, which was done when the petitions were certified.

Council Member Johnston does not believe there are any provisions within our ordinances as to the Council's responsibility to the certified petition prior to submission. He believes they have the responsibility to make sure the petition is in proper form. The language is up to those preparing the petition and submitting it. At the point it is submitted, it's the Council's responsibility that the language proposed to be submitted to the public is legally sufficient and does not create a burden on future Councils. He has no problem with a referendum.

Council Member Bradburn stated she appreciates Attorney Taylor's comments and feels he raised some very strong legal points that must be heeded.

Vice-Mayor Burnett does not agree with the language on the petition, but like Council Member Johnston, feels it should go to referendum with a yay or nay on it.

Mayor Hohn asked Attorney Taylor if Council has to act on this petition. Attorney Taylor advised that even if a referendum was placed on the ballot, they would still have to go forward with the Declaration because of the mandatory language in the charter saying that you shall place this on a resolution and over to the elections office for the ballot. He confirmed language cannot be negotiated and the petition must go forward as it is, or to

SPECIAL COUNCIL MEETING – JUNE 10, 2014

judgment. He has no issue with the referendum, but the language of the petition puts the city at risk and he believes it's wrong to change the Charter.

Mayor Hohn wanted to address some of the public comments. He stated that the City of Brooksville has seen a 3% increase in sales tax, which doesn't tell him the red light cameras are having much effect on business. The Police Department went without raises for four or five years and received the exact same salary raise that every other city employee received. The cost of tickets is mandated by the state and we receive very little from it. He reminded everyone that the state law regarding right on red, if there was not a camera there, is zero and you must come to a complete stop. He also commented that there was a light study conducted before any of the red light cameras were put up and those were the sights determined to be most in need.

Council Member Johnston confirmed with Attorney Taylor that if they file for Declaratory Judgment and it goes before the judge, and the judge says there is no problem with the language, then we're required to put it on the ballot as is. He asked what the options would be if it goes before the judge and he says there are problems with it. Attorney Taylor advised they do nothing, it is a dead issue. Council Member Johnston asked about the length of the process and Attorney Taylor indicated it is supposed to be expedited, but it can depend on opposition and judge's availability. Council Member Johnston asked that if it comes back that it is not approved by Declaratory Judgment how far in advance do they have to get a referendum on the ballot, and what the process would be.

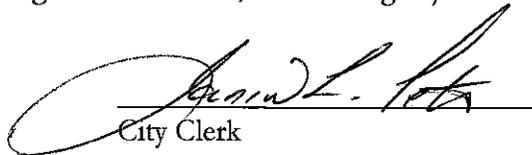
City Manager Norman-Vacha said it would put them around August or September to reach the Supervisor of Elections. A resolution would need to be adopted by Council.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Bradburn to submit to the court for Declaratory Judgment on the legal sufficiency of the submitted language for the referendum for the charter amendment as soon as possible, requesting expeditious treatment. Motion carried 3-2, with Vice-Mayor Burnett and Council Member Bernardini voting in opposition.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 7:57 p.m.


City Clerk

Attest: _____
Mayor



**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*
FROM: JIM DELACH, ASSISTANT FINANCE DIRECTOR *Jim Delach*
SUBJECT: UTILITY BILL PRINTING SERVICES BID FI2014-06 AWARD
DATE: OCTOBER 8, 2014

GENERAL SUMMARY/BACKGROUND: The City advertised for sealed bids for the printing of the utility bills. Bids were opened and read aloud in Council Chambers on September 19, 2014. There were four (4) bids submitted as follows:

Bidders	Bid Amount
Primenet Direct, Largo, FL	\$27,784.00
Severn Trent Services, Inc., Houston, TX	\$17,940.00
Southwest Direct, Ft Myers, FL	\$16,891.20
Municipal Advantage (MCCa), Tallahassee, FL	\$12,960.00

The lowest and best bid is from MCCa, a division of Municipal Code, at \$12,960 for the first initial 24-month period. This cost is based upon a \$0.12 per utility bill cost. The contract will allow for two (2) additional 1-year extensions at a not-to-exceed cost of \$6,480 annually. Additionally, they require an initial programming and set-up fee of \$500.

BUDGET IMPACT: Funds for our monthly printing of the utility bills are currently available in our Fiscal Year 2015 budget under Other Contractual Services (53400) in the Water and Sewer Fund and the Sanitation Fund. The two Enterprise Funds share the cost of printing utility bills.

CA **LEGAL REVIEW:** Pursuant to the City's Charter, Article V, Sec.5.04. 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 award of Bid No.:FI2014-06 to MCCa for the not-to-exceed amount of \$12,960 for the first 2 years, with an additional one-time \$500 initial programming and set-up fee for a total of \$13,460 and approval for Mayor to sign the Agreement for Contractor Services.

- ATTACHMENT(S):**
1. MCCa Bid Certification
 2. Bid Opening Minutes
 3. MCCa Contract

Attachment 1

**City of Brooksville
BID/CERTIFICATION FORM
UTILITY BILL PRINTING SERVICES
BID NO.: FI2014-06**

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 billing services, consisting of printed statement stock, printed envelopes, printing, folding, insertion and mailing of customer user statements, for the Total Cumulative Bid (**24 month**) Sum of twelve thousand nine hundred and sixty Dollars (\$12,960) as itemized below in number 7 of this Bid Certification.

And/or **Additive Alternative** Sum of _____ Dollars (\$ _____) as itemized below in number 8 of this Bid Certification for use of recycled paper.

5. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City.

6. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

7. Billing Services materials:

DESCRIPTION OF SERVICE	MONTHLY QTY*	TOTAL BULK AMOUNT**
Printing, folding, insertion and mailing of monthly utility statements to include the following specifications: a. Number 10, Double Window Envelope-For use in automatic insertions equipment. See-Attachment <u>1</u> . b. Number 9, Window Return Envelope will be inserted with statement. See-Attachment <u>2</u> . c. Twenty-four pound (24 lb), pre-printed paper (8.5" x 11") with perforation, for return bill stub. See-Attachment <u>3</u> .	4,100-4,600 Statements	\$ <u>12,960</u>



★ This quote is based on a volume of 4,500 monthly statements, at \$0.12 per statement.

* The quantities indicated are based on last year's statements mailed. The quantities in this bid are not to be construed as the minimum or maximum quantities that the CITY is obligated or limited to purchase.

**This total amount must appear on page one, number 4 of this Bid Certification form. The price cannot increase from the figure quoted in this table before a renewal period, and then only upon approval by the City.

8. Additive Alternate Bid for use of **Recycled Paper**:

DESCRIPTION OF SERVICE	MONTHLY QTY*	TOTAL BULK AMOUNT**
<p>Printing, folding, insertion and mailing of monthly utility statements to include the following specifications:</p> <p>a. Number 10, Double Window Envelope-For use in automatic insertions equipment.</p> <p>See-Attachment 1.</p> <p>b. Number 9, Window Return Envelope will be inserted with statement.</p> <p>See-Attachment 2.</p> <p>c. Twenty-four pound (24 lb), pre-printed paper (8.5" x 11") with perforation, for return bill stub.</p> <p>See-Attachment 3.</p>	<p>4,100-4,600 Statements</p>	<p>600,000</p>

* The quantities indicated are based on last year's statements mailed. The quantities in this bid are not to be construed as the minimum or maximum quantities that the CITY is obligated or limited to purchase.

**This total amount must appear on page one, number 4 of this Bid Certification form. The price cannot increase from the figure quoted in this table before a renewal period, and then only upon approval by the City.

<Remainder of Page Left Intentionally Blank>

Bidder/Company Name: _____

Name of Bidder: Municipal Code Corp

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

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: Municipal Code Corp.

Incorporated in State of: FL Date of Incorporation 3/22/1951

Business Address: 1700 Capital Circle SW

City, State, Zip: Tallahassee State FL Zip 32310

Telephone Number: 800-262-2633 Fax: 850-575-8852

Submitted By: (Print) William Eric Grant Title: President

Signature: [Handwritten Signature]

ATTEST: Secretary

By: Michelle S. Eagen, CORP. SECRETARY

Michelle S. Eagen
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of _____

The foregoing instrument was acknowledged before me this 18 day of September, 2014, by W. Eric Grant, who is personally known to me or who presented as identification, and who (did) (did not) take an oath.

[Handwritten Signature]
[Signature of Notary Public]

Melissa K. Robbins
[Printed, typed or stamped name of Notary Public]



EE007408
[Commission Number 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 2

**BID OPENING MINUTES
UTILITY BILL PRINTING SERVICE
BID NO.: FI2014-06**

September 19, 2014

3:00 P.M.

A Bid Opening was held at approximately 3:00 p.m. on Friday, September 19, 2014, in the City Hall Council Chambers for **UTILITY BILL PRINTING SERVICE BID NO.: FI2014-06**. Janice L. Peters, City Clerk, Melissa Cosme, Administrative Specialist III, Jim Delach, Assistant Finance Director and Ryan Timothy, Deputy City Clerk and Recording Secretary were in attendance.

City Clerk Peters advised that an Invitation to Bid was published in the August 29, 2014, edition of the Hernando Times with a closing date and time set for 3:00 p.m. on Friday, September 19, 2014.

As a result, 4 sets of bids were received, all properly sealed and notated. The bids were to include a Bid Certification Form, State of Florida business license, Public Entity Crime Statement, Drug Free Workplace Form, three (3) references for similar services, required insurance certificates, and one (1) signed original set with two (2) copies.

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

<u>Primenet Direct, Largo, FL</u>	<u>\$27,784.00</u>
All required documentation included; Drug Program Implemented	
<u>Municipal Code Corp., Tallahassee, FL</u>	
All required documentation included; Drug Program Implemented + \$500 Set up Fee	4500 Pieces @ \$0.12 pp <u>\$12,960.00</u> Set-up Fee \$ 500.00
<u>Southwest Direct, Ft. Myers, FL</u>	<u>\$16,891.20</u>
All required documentation included; Drug Program Implemented	Alternative bid: <u>\$19,424.88</u>
<u>Severn Trent Services, Inc., Houston, TX</u>	<u>\$17,940.00</u>
All required documentation included; Drug Program Implemented	Alternative bid: <u>\$18,834.00</u>

City Clerk Peters informed bidders that the packets would be further reviewed by staff and their recommendations would be submitted to Council at the October 20, 2014, meeting. The bid opening concluded at 3:10 p.m.

Recording Secretary

Attachment 3

**AGREEMENT FOR CONTRACTOR SERVICES
UTILITY BILL PRINTING SERVICES
BID NO. FI2014-06**

This Agreement made as of this **20th** day of, **October, 2014** by and between the City of Brooksville, Florida - (the "CITY"), and **Municode Advantage (MCCa)**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **1700 Capital Circle, SW, Tallahassee, FL 32310**, phone: **800-262-2633 or 850-576-3171**.

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 billing services, consisting of printed statement stock, printed envelopes, printing, folding, insertion and mailing of customer user statements, to the City of Brooksville Finance Department, Brooksville, Florida, Hernando County, in accordance with the plans and specifications and as listed in the Bid Form for **Utility Bill Printing Services Bid No. FI2014-06**.

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

The contractor shall commence services **November 1, 2014** and complete all services by **October 31, 2016**. This contract may be extended by mutual agreement, for two (2) additional twelve-month (12) periods up to a cumulative total of forty-eight (48) months.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. In full and complete compensation for all goods and services provided by CONTRACTOR hereunder, CITY agrees to pay CONTRACTOR according to the rates set forth in Schedule 1.0. Prices quoted in Schedule 1.0 are based upon specifications provided by the CITY. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by CITY.
- B. The CITY agrees to maintain a permanent postage deposit in connection with this agreement. CITY shall deposit in advance with CONTRACTOR the initial sum specified in Schedule 2.0 as the permanent postage deposit. The amount of this deposit is based on expected volumes and postage rates and is subject to change based on changes to the volume and prices defined in Schedule 2.0, or customer payment history. All mail pieces are sent at the lowest possible postage qualifying rate taking full advantage of automated USPS discounts. CITY will be notified in writing in advance if a change in the amount of the deposit is

necessary. Upon termination of the Agreement, CONTRACTOR shall return the deposit amounts to CITY after payment of all services and postage.

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.

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 coverage 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. Issues involving force majeure will be excluded from this requirement. 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
- G. Addendums (if any)
- H. Performance & Payments Bonds (if required)
- I. Change Orders (if any)

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

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

ARTICLE 22 - VENUE

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

ARTICLE 23 - NOTICE

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

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

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

and if sent to the CONTRACTOR shall be mailed to: Municode Advantage (MCCa)
1700 Capital Circle, SW
Tallahassee, FL 32310

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

CITY CLERK

CITY OF BROOKSVILLE, FLORIDA

Attest _____
Jan Peters, CMC
City Clerk

By _____
Kevin Hohn, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness _____
Name

Municipal Advantage (MCCa)
Business Name

Signature

By _____
Signature

Witness _____
Name

Print Name and Title

Signature

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

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

For City of Brooksville, Florida

Schedule 1.0 – Fees for Goods & Services

Description	Price per Each	Comments
Initial programming and set-up one-time fee	\$500	One Time Fee
Utility Bill Statements (Estimated Volume of 4,000 – 5,000)	\$.120	Per Bill
<ul style="list-style-type: none"> • Statement Optimal Design Review & Consulting • All required data processing • Simplex variable printing on the front • Simplex non variable printing on backside of statement • Single 8½x11 white 24lb. bond paper with 3½" perforated return, pre-printed form with logo and pre-printed backer • #10 windowed envelope, white w/security tint - 20 lb. • Folding, inserting and delivery to USPS • Price does not include postage • CASS/PAVE certification of customer mailing list • Two color highlight (includes black print) • #9 return envelope • Cost if #9 envelope is excluded on selective account statements 	\$.115	Per Bill
Optional: Additional pages to statement	\$.040	Per Bill
Optional: NCOA forwarding of statements (<i>MuniForwarding</i>)	\$.010	Per Bill
Optional: Late notices, final bills and cancellation notice (1-color black)	\$.110	Per Bill
Optional: E-Bills - Paperless emailing of statements to customers	\$.070	Per Bill
Secure online search, viewing of statements (MuniView)	\$.009	
Additional Insert Pricing		
Inserting - (Does not include printing or design of insert)	\$.005	Per Insert
Insert printing, folding and stuffing		
8.5 x 11 sheet, Simplex (one sided, 1-color black)	\$.066	Per Insert
8.5 x 11 sheet Simplex (one sided, full color)	\$.089	Per Insert
8.5 x 11 sheet Duplex (two sided, 1-color black)	\$.069	Per Insert
8.5 x 11 sheet Duplex (two sided, full color)	\$.108	Per Insert
4 page booklet Duplex (two sided, 1-color black)	\$.099	Per Insert
4 page booklet Duplex (two sided, full color)	\$.169	Per Insert
Design Technical Services	\$125	Per Hour

Schedule 2.0 – Permanent Postage Deposit

Permanent Postage Deposit - Estimated volumes 4,500 X .40 (Est. Rate)	\$1,800	Deposit
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*** All statements are mailed at the lowest possible postage rate (.35 is current 5 digit rate)**



**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: SINGLE-STREAM RECYCLING TRUCK

DATE: October 2, 2013

GENERAL SUMMARY/ BACKGROUND: The Solid Waste Management Division of the Public Works Department is requesting approval to purchase a single-stream recycling truck to collect and transport single-stream recyclables to a single-stream recycling facility. The truck recommended is a new 2015 Ford, F-550, regular cab, 4x2 truck, and a chassis mounted Pac-Mac RL8 rear-load body.

Purchase is recommended from the State of Florida, State Term Contract Bid List, Number 071-000-14-1. The purchase would be from Alan Jay Ford in Sebring, Florida, for a not-to-exceed amount of \$84,280.50 (quote attached).

The new single-stream recycling truck will be used to maximize efficiency while collecting and transporting recyclables to a single-stream recycling facility. The single-stream recycling truck is equipped with a rear loading and compacting body giving it the ability to hold more recyclables than the City's current recycling truck which is not equipped with a compacting body.

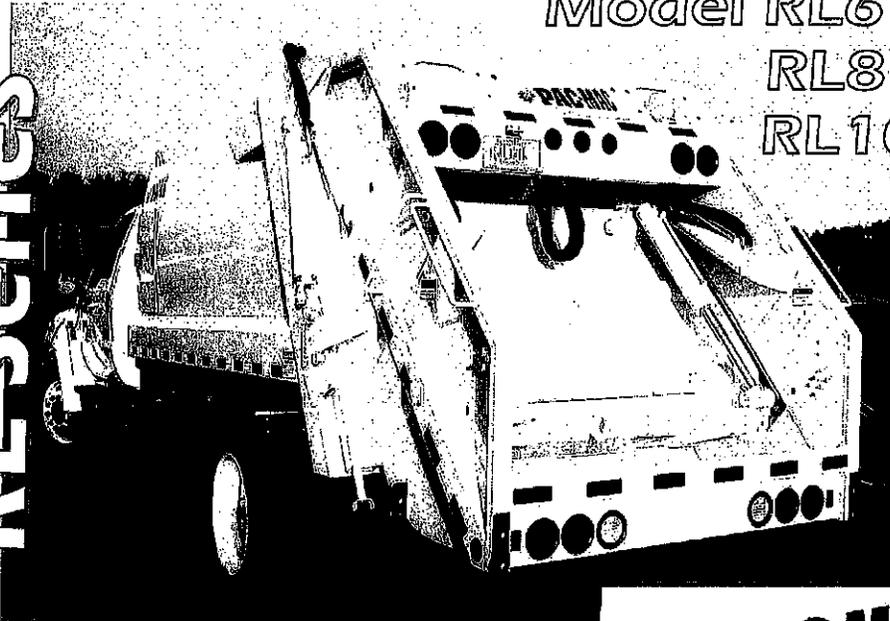
BUDGET IMPACT: The City Council approved \$100,000 in the Solid Waste Management Division's line item 403-000-166-19037 for Fiscal Year 2015 for the purchase of a single stream recycling vehicle.

LEGAL NOTE: The City Council has home-rule authority (Article VIII, (2), Florida Constitution/Section 66.011, Florida Statutes) 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 Council authorizes otherwise by ordinance. Pursuant to Section 2-304 (a) (1) and (2) of the Code of Ordinances, the amount of expenditure for which the City may obligate itself without competitive bidding by the City is increased provided: (1) the City Manager recommends to the City Council that a specific purchase be made by piggybacking on an award by another governmental entity's competitive bidding process; and (2) the other governmental entity's competitive bidding process provides substantially equivalent guarantees of fairness and competitiveness to those of the City.

Attachment 2

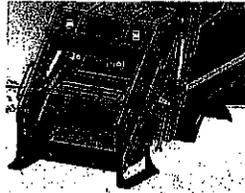
RL Series

Model RL6
RL8
RL10



STANDARD FEATURES:

- ◆ Engineered using the most advanced computer modeling and stress analysis systems available.
- ◆ Meets or exceeds ANSI standards.
- ◆ Durable construction for years of reliable service.
- ◆ Ease of maintenance is built in.
- ◆ Integrated tailgate props.
- ◆ Automatic latches.
- ◆ The industry's highest standard in hydraulic system cleanliness.
- ◆ 10 micron return filtration.
- ◆ Engine speed-up system with overspeed protection
- ◆ Driver signal buttons on both sides.
- ◆ Hardened steel pins throughout.
- ◆ Replaceable hardened bushings in cylinder eyes and packer pivots.
- ◆ Single, clear rear strobe.



OPTIONAL EQUIPMENT:

- ◆ Cart tipper.
- ◆ Reeving system (Winch type)
- ◆ Dual rear strobes.
- ◆ Amber strobe/s.
- ◆ Smart light strobe system.
- ◆ Rear view camera system.
- ◆ Work lights.
- ◆ Frame-mounted water cooler.
- ◆ Frame-mounted tool box.

All design, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for informational purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.



HOL-MAC CORPORATION • P.O. Box 349 • Bay Springs, MS 39442 • (601) 764-4121



GENERAL SPECIFICATIONS

MODEL	RL6	RL8	RL10
CAPACITY	6 cu. yd.	8 cu. yd.	10 cu. yd.
HOPPER CAPACITY	1 cu. yd.	1 cu. yd.	1 cu. yd.
OVERALL LENGTH (TAILGATE CLOSED)	182 in.	186 in.	210 in.
BODY WIDTH	87 in.	87 in.	87 in.
* BODY WEIGHT (APPROXIMATE)	7,235 lbs.	7,680 lbs.	8,120 lbs.
INSIDE HOPPER WIDTH	66.3 in.	66.3 in.	66.3 in.
FRAME TO HIGHEST POINT (TAILGATE CLOSED)	69 in.	69 in.	69 in.
FRAME TO HIGHEST POINT (TAILGATE OPEN)	111.75 in.	111.75 in.	111.75 in.
BODY CONSTRUCTION SPECIFICATIONS			
SIDEWALLS	10 Ga high tensile steel	10 Ga high tensile steel	10 Ga high tensile steel
FLOOR (FLAT TYPE; NO TROUGH)	10 Ga high tensile steel	10 Ga high tensile steel	10 Ga high tensile steel
ROOF	10 Ga high tensile steel	10 Ga high tensile steel	10 Ga high tensile steel
EJECTION PANEL	10 Ga high tensile steel	10 Ga high tensile steel	10 Ga high tensile steel
HOPPER	3/16" T1 steel	3/16" T1 steel	3/16" T1 steel
PACKER FACE	3/16" T1 steel	3/16" T1 steel	3/16" T1 steel
SLIDE PANEL	3/16" T1 steel	3/16" T1 steel	3/16" T1 steel
LOWER TAILGATE SIDES	3/16" T1 steel	3/16" T1 steel	3/16" T1 steel
UPPER TAILGATE SIDES	10 Ga high tensile steel	10 Ga high tensile steel	10 Ga high tensile steel
LOAD SILL ABOVE HOPPER	1.25 in.	1.25 in.	1.25 in.
CYLINDER			
EJECTOR	Single stage 4 1/2" bore	2-stage 4 1/2" bore	2-stage 4 1/2" bore
TAILGATE	3 1/2" bore	3 1/2" bore	3 1/2" bore
SLIDE	3 1/2" bore	3 1/2" bore	3 1/2" bore
PACKER	3 1/2" bore	3 1/2" bore	3 1/2" bore
VALVES			
SHUTOFF	ball	ball	ball
PACKING CONTROLS	Sectional spool	Sectional spool	Sectional spool
EJECTOR / TAILGATE RAISE	Sectional spool	Sectional spool	Sectional spool
PERFORMANCE SPECIFICATIONS			
PACKING CYCLES			
COMPLETE	16 sec.	16 sec.	16 sec.
RELOAD	7 sec.	7 sec.	7 sec.
MAXIMUM OPERATING PRESSURE	2,600	2,600	2,600
GALLONS PER MINUTE (GPM)	12 GPM @ 1,200 RPM	12 GPM @ 1,200 RPM	12 GPM @ 1,200 RPM
RESERVOIR	30 gallon	30 gallon	30 gallon
CHASSIS REQUIREMENTS			
** MINIMUM GVWR	17,000 lbs.	19,500 lbs.	21,000 lbs.
USABLE CA	36 in.	108 in.	134-138 in.
MINIMUM AFTERFRAME	36 in.	36 in.	36 in.

*Approximate Body Weight empty and exclusive of options.

**Chassis must be capable of carrying the net weight of the body plus the weight of refuse collected.

These are requirements for a standard body. Consult your dealer for recommended specifications for your application. Any chassis sent to Hot-Mac with less than the minimum guideline requirements will not be mounted.

DISTRIBUTED BY



All design, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for informational purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.



HOT-MAC CORPORATION • P.O. Box 349 • Bay Springs, MS 39442 • (601) 764-4121



10/20/14

CONSENT AGENDA ITEM MEMORANDUM

TO: Honorable Mayor and Members, Brooksville City Council

VIA: Jennene Norman-Vacha, City Manager

FROM: George B. Turner, Chief of Police

SUBJECT: Motorola Radio Upgrade

DATE: October 20, 2014

GENERAL INFORMATION/BACKGROUND: The City Council has approved expenditures from budget line 001-013-512-55500 for the Motorola Radio Upgrade. Per the City of Brooksville Purchasing Policy, staff requests to complete the approved purchase, by State Bid Contract through Motorola Solutions at a cost of \$39,980. This upgrade is required to comply with the 2016/17 Project 25 (P25).

BUDGET IMPACT: This purchase will be completed by using funds from 001-013-512-55500, as approved in the 2014/2015 City Budget. \$40,000 was budgeted for this purchase.

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

STAFF RECOMMENDATION: Staff recommends approval of the expenditure of \$39,980 for the P25 upgrade as approved.

ATTACHMENT: Quote from Motorola Solutions.



Quote Number: QU0000294414

Effective: 06 OCT 2014

Effective To: 05 DEC 2014

Bill-To:

BROOKSVILLE POLICE DEPT, CITY OF
87 VETERANS AVE
BROOKSVILLE, FL 34601
United States

Ultimate Destination:

BROOKSVILLE POLICE DEPT, CITY OF
87 VETERANS AVE
BROOKSVILLE, FL 34601
United States

Attention:

Name: Captain Rick Hankins
Email: rhankins@ci.brooksville.fl.us
Phone: 352-540-3800

Sales Contact:

Name: Jimmy Graves
Email: jimmy.graves@tri-co.us
Phone: 352-726-9389

Request For Quote: APX6500 Mobiles
Contract Number: BROWARD COUNTY SHERIFF'S OFFICE
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	8	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$1,899.00	\$1,424.25	\$11,394.00
1a	8	W22BA	ADD: PALM MICROPHONE	\$72.00	\$54.00	\$432.00
1b	8	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$386.25	\$3,090.00
1c	8	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$324.00	\$2,592.00
1d	8	G66AM	ADD: DASH MOUNT	\$125.00	\$93.75	\$750.00
1e	8	GA05100AA	DEL:NO SFS-STD WARRANTYAPPLIES	-	-	-
1f	8	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1g	8	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$32.25	\$258.00
1h	8	G832AD	ADD: SPKR 7.5W WATER RESISANT	\$60.50	\$45.38	\$363.04
1i	8	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
1j	8	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$900.00	\$7,200.00
1k	8	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$1,800.00
2	2	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$1,899.00	\$1,424.25	\$2,848.50
2a	2	G90AC	ADD: NO MICROPHONE NEEDED	-	-	-
2b	2	G806BE	ADD: ASTRO. DIGITAL CAI OPERATION	\$515.00	\$386.25	\$772.50
2c	2	G72AD	ADD:03 CONTROL HEAD	\$946.00	\$709.50	\$1,419.00
2d	2	G67BB	ADD: REMOTE MOUNT MID POWER	\$297.00	\$222.75	\$445.50
2e	2	GA05100AA	DEL:NO SFS-STD WARRANTYAPPLIES	-	-	-
2f	2	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
2g	2	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$32.25	\$64.50
2h	2	G832AD	ADD: SPKR 7.5W WATER RESISANT	\$60.50	\$45.38	\$90.76
2i	2	QA01749AB	SW KEY SUPPLEMENTAL DATA	-	-	-
2j	2	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$900.00	\$1,800.00
2k	2	G361AH	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$225.00	\$450.00
3	2276	SVC03SVC0123D	SUBSCRIBER INSTALL - SVCR LOCATION	\$1.00	\$1.00	\$2,276.00
4	45	NTN9858C	BATTERY IMPRES NIMH 2100 MAH	\$110.00	\$43.00	\$1,935.00

Total Quote in USD

\$39,980.80

Please issue po to Motorola Solutions Inc. and email to Jimmy.graves@tri-co.us for processing.
Installation and Programming is included in quote.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

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

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	140297
Customer No.	BROOKPD

Bill To
BROOKSVILLE POLICE DEPT. 87 VETERANS AVE BROOKSVILLE, FL 34601

Ship To
BROOKSVILLE POLICE DEPT. 87 VETERANS AVE BROOKSVILLE, FL 34601

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

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

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
10/06/14	UPS GROUND	FOB DESTINATION		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
TOM SABO	Rob Cornelius - Tampa	RICK HANKIMS	85-8012740085c2		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	MISC APOLLO GEN III ROADRUNNER DVR W/ 1TB HDD Warehouse: TAMP PRICE INCLUDES \$1000 PER SYSTEM REBATE FOR RETURN OF GEN II SYSTEM. ALSO INCLUDES NEW SYSTEM HARNESS.	1,499.0000	14,990.00
10	10	N	INSTALL CHANGEOUT OF GEN II DVR TO GEN III DVR's Warehouse: TAMP	150.0000	1,500.00
1	1	Y	RR-LE24-1000 APOLLO ROADRUNNER LE SYSTEM Warehouse: TAMP DVR SYSTEM, RAPLUS SOFTWARE, POWER CABLE, 25" AUDIO CABLE, REMOVEABLE 1.0 TB HDD, 270X ZOOM CAMERA 2.4 GHZ WIRELESS KIT	4,082.0000	4,082.00
1	1	Y	RR-CIR225 APOLLO REAR FACING CAMERA WITH IR AND AUDIO Warehouse: TAMP	194.0000	194.00
1	1	Y	RR-ICCA AVT CAMERA WIRING HARNESS FOR SPARE CAMERA Warehouse: TAMP	32.0000	32.00
1	1	N	INSTALL INSTALL OF NEW APOLLO SYSTEM Warehouse: TAMP	375.0000	375.00

Print Date	10/06/14
Print Time	04:01:55 PM
Page No.	1

Printed By: RETAIL FLORIDA

Continued on Next Page

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

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	140297
Customer No.	BROOKPD

Bill To

BROOKSVILLE POLICE DEPT.
 87 VETERANS AVE
 BROOKSVILLE, FL 34601

Ship To

BROOKSVILLE POLICE DEPT.
 87 VETERANS AVE
 BROOKSVILLE, FL 34601

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

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

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
10/06/14	UPS GROUND	FOB DESTINATION		NET30
Entered By		Salesperson	Ordered By	Resale Number
TOM SABO		Rob Cornelius - Tampa	RICK HANKIMS	85-8012740085c2

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			<p>QUOTE FOR RETROFIT OF GEN 2 APOLLO VIDEO SYSTEM DVR'S WITH GEN III DVR'S WITH ITB HARD DISK DRIVE. EACH SYSTEM WILL GET A NEW WIRING HARNESS AS WELL. INSTALLATION MUST TAKE PLACE AT TAMPA DSS SHOP AND CAN BE SCHEDULED ONE PER DAY (BRING FIRST CAR AND LEAVE IT AT SHOP, EXCHANGE FOR NEXT CAR THE FOLLOWING DAY) SCHEDULING WILL BE COORDINATED AT TIME OF ESTIMATED DELIVERY OF DVR'S.</p> <p>FULL SYSTEM INSTALL INTO NEW UNIT WILL REQUIRE ONE DAY AS WELL.</p> <p>THANK YOU FOR THE OPPORTUNITY TO WORK WITH YOU ON THIS PROJECT!</p> <p style="text-align: center;">Approved By: _____</p> <p style="text-align: center;"><input type="checkbox"/> Approve All Items & Quantities</p>		

Print Date	10/06/14
Print Time	04:01:55 PM
Page No.	2

Subtotal	21,173.00
Freight	0.00
Order Total	21,173.00

Printed By: RETAIL FLORIDA



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER

SUBJECT: SPECIAL EVENT FEE WAIVER POLICY NO. 3-2012

DATE: October 8, 2014

GENERAL INFORMATION: During the Fee Waiver workshop on September 9, 2014, Council consensus was to update the existing Fee Waiver Policy. Council requested that Section 2-B (reference to fee waiver amounts) be immediately adjusted to reflect a 50% City cost sharing, which was approved at the September 15th Council Meeting.

Further, at the October 6, 2014, meeting of Council, consensus was to further update the policy to allow for a supermajority vote of Council to waive fees beyond the 50%. Section 2-B is proposed as follows:

- B. Applicants may request a Fee Waiver of up to 50% of City required Special Event Permit Fees. Council may, with a supermajority vote, or at a minimum, a 4-1 vote, waive fees above the 50%. 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:

Attached is the proposed amended Special Event Fee Waiver Policy in its entirety for your consideration, referencing the change above. Staff will return with further information and material as directed by City Council.

OK

BUDGET IMPACT: The adoption of this amended Policy does not create a budget impact; however, if the Policy is adopted as amended, subsequent Fee Waivers that would be approved by City Council would have an impact to the budget. Fee Waiver funding in the amount of \$10,000 is currently allocated within the tentative General Fund budget for Fiscal Year 2015, line item 001-010-511-59901.

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 to consider matters of fiscal responsibility.

STAFF RECOMMENDATION: Staff recommends that the City Council review the amended Policy and provide approval of the amendment.

ATTACHMENT: Policy 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. Council may, with a supermajority vote, or at a minimum, a 4-1 vote, waive fees above the 50%. 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 _____

CERTIFIED POLICY NO. 3-2012:

s/T. Jennene Norman-Vacha

**T. Jennene Norman-Vacha
City Manager**



AGENDA ITEM NO. H-2(a)
10/20/14

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
FROM: JANICE L. PETERS, CMC, CITY CLERK *[Signature]*
SUBJECT: KIWANIS CHRISTMAS PARADE FEE WAIVER REQUEST

DATE: OCTOBER 10, 2014

BACKGROUND: The Kiwanis Club of Brooksville are sponsoring the 40th Annual Brooksville Christmas Parade on December 13, 2014. The total City estimated costs for the Christmas Parade event, as outlined within the Street Closure Application is \$3,308.29. Kiwanis has requested that the City of Brooksville waive fees in the amount of \$2,308.29, with their contribution of \$1,000 towards the costs for the event. An updated insurance certificate with the City of Brooksville named additionally insured/certificate holder will be provided prior to the event.

BUDGET IMPACT: Total impact to the City of Brooksville for the event is estimated at \$2,308.29. 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, \$1,328.74 has been awarded, leaving a balance of \$8,914.12.

LEGAL IMPACT: Pursuant to Section 74-1 (b) and Section 74-165 (a) of the City's Code of Ordinances, the City Council may authorize street closures and right-of-way use for public events. Section 74-168 authorizes the City to levy fees to offset costs of such permits, which are set by Policy 1-2000, to be reimbursed by the applicant. It is within Council discretion to waive provision of such policies.

STAFF RECOMMENDATION: Direction to Staff

ATTACHMENTS:

1. Letter from Kiwanis President dated 10/08/14
2. Street Closure Permit
3. Special Event Fee Waiver Policy
4. Fee Waiver Spreadsheet

Attachment 1



October 8, 2014

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

RE: Kiwanis Club of Brooksville 2014 Christmas Parade Requests

Dear Ms. Peters

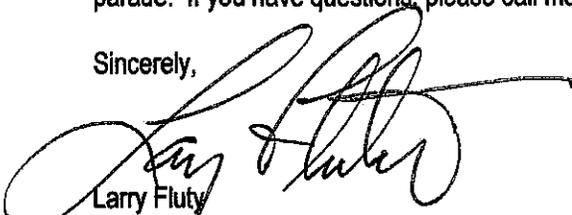
Kiwanis Club of Brooksville is planning the 40th Annual Brooksville Christmas Parade for December 13, 2014. This year's theme is "The Lessons of Christmas". We are requesting the support of the City of Brooksville with the following:

- Approval of the Florida Department of Transportation (FDOT) "Request for Temporary Closing/Special Use of State Road. The form is attached with Exhibit A that lists the proposed parade route and MOT plan. The parade route is the same as last year's, which is: South on Main Street crossing over State Road 50A (Jefferson Street) to US. 41 (Broad Street) then east on US 41 (Broad Street) to Bell Avenue then north on Bell Avenue crossing SR50A (Jefferson Street).
- In past the Brooksville Police Department has assisted during the Parade with detours. We are again requesting this assistance. The MOT plan shows the locations where Police were stationed in previous years.
- Waiving of fees with a commitment from Kiwanis to pay \$1,000 to offset costs.

Attached you will find the FDOT request for Temporary Closing/Special Use of State Road, the Parade Route. The Kiwanis Club certificate of Insurance will be provided in November once the new forms are updated. All of this information along with the City Council resolution supporting the event is required to be submitted to FDOT for approval of the request.

Kiwanis Club of Brooksville appreciates the support of the City of Brooksville and looks forward to another successful parade. If you have questions, please call me at 352-410-1498.

Sincerely,



Larry Fluty
Brooksville Kiwanis Club President

RAF: llf

cc: Ms. Jennene Norman-Vacha, City Manager

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 BROOKSVILLE KIWANIS CLUB		Event 40TH ANNUAL BROOKSVILLE CHRISTMAS PARADE	
Person in Charge Larry Fluty		Address P.O. BOX 685, Brooksville, FL	Telephone 352-410-1498
If unavailable (Alternate Name) Karen Beasley		E-Mail	Telephone 352-799-8587
Date of Event 12/13/14	Starting Time 7 A.M. SETUP 10:00 A.M. START	Ending Time 12:30 P.M. (APPROX)	Estimated Number of Participants 10,000+/-

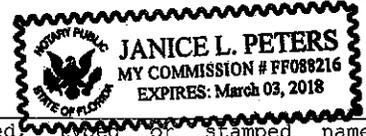
Proposed Route (include Street/Avenue, attach location map)
FROM OAKWOOD DRIVE LEFT ONTO HOWELL AVENUE TO MAIN, CROSSING JEFFERSON STREET AND TURNING LEFT ON BROAD TO BELL AVENUE TURNING RIGHT ON OAK STREET TO BROAD AND BACK TO OAKWOOD DRIVE.

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

Signature *Larry Fluty*
 State of Florida
 County of Hernando

The foregoing instrument was acknowledged before me this 9th day of OCTOBER, 2014, by Larry Fluty, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

Janice L. Peters
 [Signature of Notary Public]
 Public]
FF 088216
 [Commission Number 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 <u><i>[Signature]</i></u>	Date <u>10/10/14</u>	City Manager <u><i>[Signature]</i></u>	Date _____

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: 40th Annual Christmas Parade
 Starting: 7:00 Set up / 10:00 Parade End: 12:30

Police Department

Personnel SEE ATTACHED @ \$ _____ = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 _____ @ \$ _____ = \$ _____
 _____ @ \$ _____ = \$ _____
 _____ @ \$ _____ = \$ _____

POLICE DEPARTMENT TOTAL \$ 1998.70

Fire Department

Personnel CHIEF @ \$ Ø = \$ Ø
 Equipment DISTRICT CHIEF @ \$ 29.65 X 4.5 = \$ 133.43
CAPTAIN @ \$ 21.00 X 4.5 = \$ 94.50
4 FF'S @ \$ 19.37(4) X 4.5 = \$ 348.66
 _____ @ \$ _____ = \$ _____

FIRE DEPARTMENT TOTAL \$ 576.59

Public Works

Personnel (St.) 1 @ \$ 25 per hr. X 2 hours = \$ 50
4 @ \$ 19 per hr. X 8 hours = \$ 608
 Equipment 2 TRUCKS @ \$ 25 = \$ 50
 Personnel (Gar) _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment 1 SWEEPER @ \$ 25 = \$ 25
 _____ @ \$ _____ = \$ _____

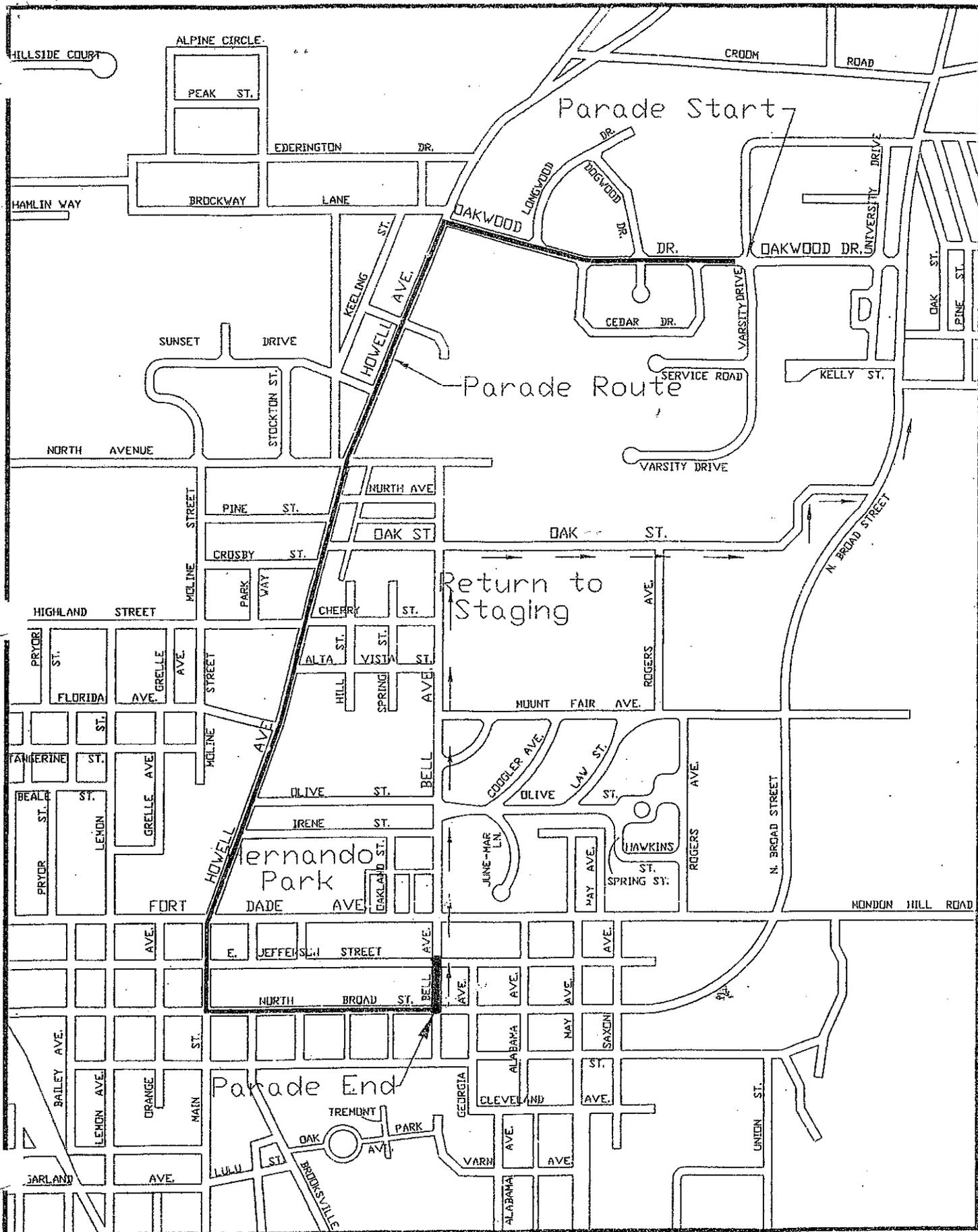
PUBLIC WORKS TOTAL \$ 733.00

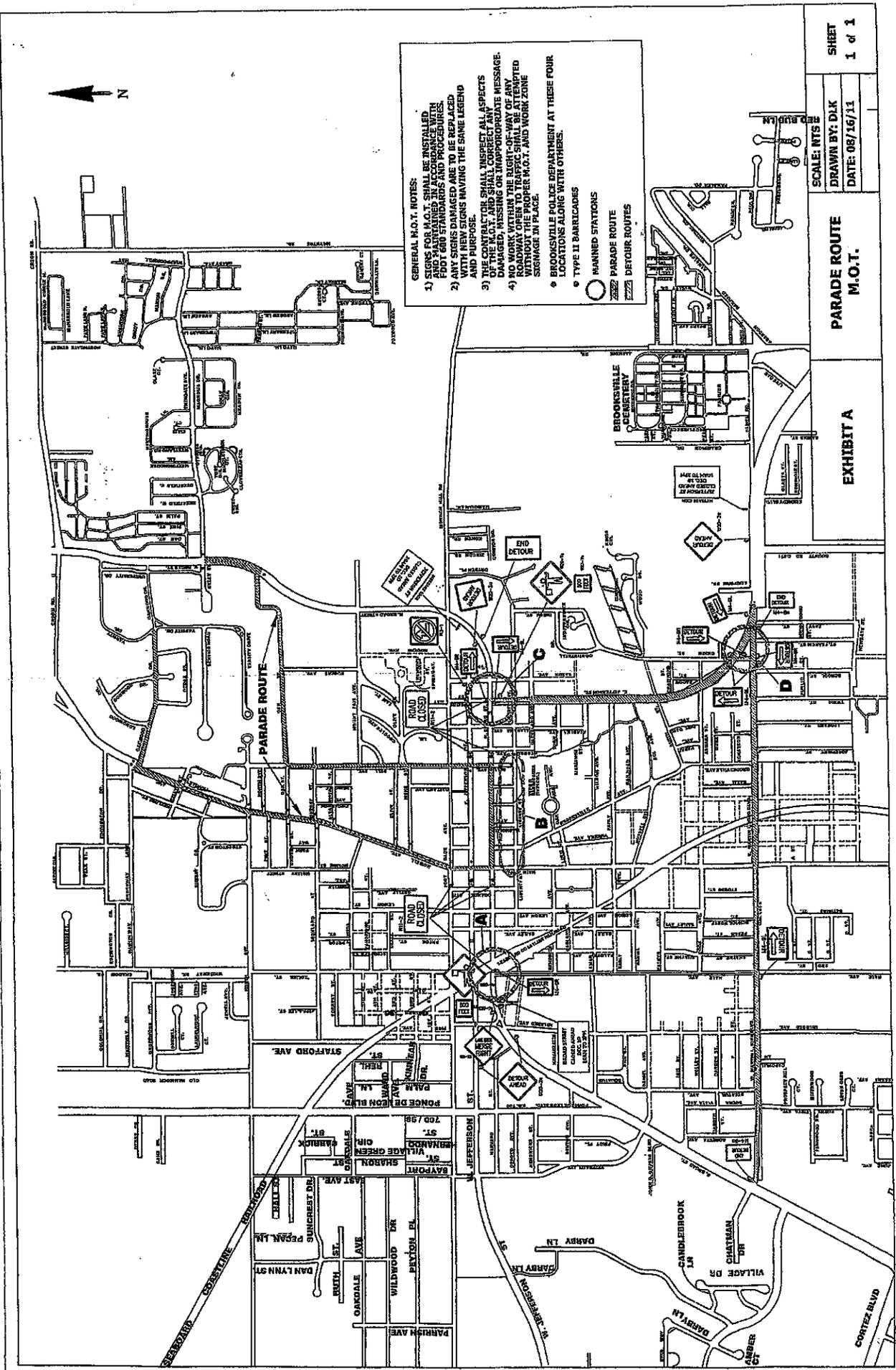
ESTIMATED TOTAL DUE CITY \$ 3308.29

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

EVENT:	DETAIL SPECIFICATIONS:
BROOKSVILLE	SATURDAY, DECEMBER 13, 2014 AT 1000 HRS. ON POST NTL 0930 HRS.
CHRISTMAS PARADE	LEAD VEHICLE WILL ADVISE ON RADIO WHEN TO CLOSE DOWN ROADS
CONTACTS:	LARRY FLUTY 410-1498, KAREN BEASLEY 799-8587

POST/ASSIGNMENT	OFFICER	RADIO #	ON POST	RATE	HOURS	\$ AMOUNT
COMMAND POST / OIC	Lt. Whitacre	904		\$40.71	3.5	\$142.49
LEAD VEHICLE	Ofc. Archibald	921		\$26.88	3.5	\$94.08
OAKWOOD / CEDAR (E)	CERT				0	0
OAKWOOD / DOGWOOD	BARRICADE				0	0
OAKWOOD / CEDAR (W)	BARRICADE				0	0
OAKWOOD / LONGWOOD	Ofc. Derryberry	913		\$28.70	3.5	\$100.45
HOWELL / BROCKWAY	CERT				0	0
HOWELL / KELLY	CERT				0	0
HOWELL / SUNSET	CERT				0	0
HOWELL / NORTH	Ofc. McDougal	924		\$26.34	3.5	\$92.19
HOWELL / OAK	BARRICADE				0	0
HOWELL / PINE	Ofc. Rodriguez	922		\$26.34	3.5	\$92.19
HOWELL / CROSBY	Ofc. Stockton	916		\$26.34	3.5	\$92.19
HOWELL / CHERRY	CERT				0	0
HOWELL / HIGHLAND	Sgt. Dixon	910		\$24.72	3.5	\$86.52
HOWELL / ALTA VISTA	BARRICADE				0	0
HOWELL / FLORIDA	Ofc. Cartwright	951		\$15.17	3.5	\$53.10
HOWELL / OLIVE	E.T. Houghton	932		\$21.63	3.5	\$75.71
HOWELL / IRENE	BARRICADE				0	0
HOWELL / FT. DADE	Ofc. Bridges	918		\$27.70	3.5	\$96.95
E. JEFFERSON / MAIN	Det. Pasternak	930		\$30.48	3.5	\$106.68
E. JEFFERSON / MAGNOLIA	BARRICADE				0	0
BROAD / MAIN	Ofc. Jefferys	926		26.34	3.5	\$92.19
N. BROAD/ S. BROOKSVILLE	Det. Schofield	931		\$30.48	3.5	\$106.68
N. BROAD / MAGNOLIA	CERT				3.5	0
N. BROAD / BELL	CERT				3.5	0
E. JEFFERSON / BELL	Res. Maeder	953		\$17.56	3.5	\$61.46
FT. DADE / BELL	Sgt. Serrano	905		\$36.17	3.5	\$126.60
BELL / IRENE	BARRICADE				0	0
BELL / OLIVE	BARRICADE				0	0
BELL / MICKLER LOOP	BARRICADE				0	0
BELL / MT. FAIR	Ofc. Nelson	915		\$27.70	3.5	\$96.95
BELL / ALTA VISTA	BARRICADE				0	0
BELL / CHERRY	BARRICADE				0	0
BELL / OAK	Ofc. Morera	917		\$26.88	3.5	\$94.08
BROAD / OAK	Ofc. Martin@1030	912		\$26.88	3.0	\$80.64
BROAD / KELLY	Sgt. Mislyan	909		\$35.85	3.5	\$125.48
BROAD / OAKWOOD	Ofc. Martin@0700	912		\$26.88	2.5	\$67.20
BROAD / VARSITY	BARRICADE				0	0
BROAD / JEFFERSON	BARRICADE				0	0
TRAIL VEHICLE	Sgt. Caldwell	907		\$32.82	3.5	\$114.87
TOTAL MAN HOURS: 79			TOTAL COST: \$1,998.70			





GENERAL M.O.T. NOTES:
 1) SIGNS TO BE INSTALLED FOR ALL STATIONS IN ACCORDANCE WITH FOOT 680 STANDARDS AND PROCEDURES.
 2) ANY SIGNS DAMAGED ARE TO BE REPLACED WITH NEW SIGNS HAVING THE SAME LEGEND AND PURPOSE.
 3) THE COMMANDER SHALL INSPECT ALL ASPECTS OF THE ROUTE AND SHALL CORRECT ANY DAMAGED, MISSING OR INAPPROPRIATE MESSAGE.
 4) NO WORK WITHIN THE RIGHT-OF-WAY OF ANY ROADWAY OR UNDER THE M.O.T. AND WORK ZONE SIGNAGE IN PLACE.
 5) BROOKSHILLE POLICE STATION AT THESE FOUR LOCATIONS ALONG WITH OTHERS.
 6) MANNED STATIONS
 7) TYPE II BARRICADES
 8) PARADE ROUTE
 9) DETOUR ROUTES

SCALE: NTS E
 DRAWN BY: DLK
 DATE: 08/16/11

PARADE ROUTE
 M.O.T.

EXHIBIT A

Attachment 3

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 4

10/20/14



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JANICE L. PETERS, CMC, CITY CLERK

**SUBJECT: RESOLUTION NO. 2014-17 FDOT CLOSURE FOR THE 40TH
ANNUAL BROOKSVILLE CHRISTMAS PARADE**

DATE: OCTOBER 17, 2013

GENERAL INFORMATION: The Kiwanis Club of Brooksville is planning the 40th Annual Brooksville Christmas Parade for Saturday, December 13, 2014. Line-up begins at 7:00 a.m. at Oakwood Drive with the parade from 10:00 a.m. – 12:30 p.m.

The route will be the same as last year, from Oakwood Drive to Howell Avenue to Main Street crossing over State Road 50A (Jefferson Street) to U.S. 41 (Broad Street) then east on U.S. 41 to Bell Avenue North crossing State Road 50A (Jefferson Street) again to Oak Street.

Staff will need to submit a permit to the State of Florida FDOT, along with the Resolution, upon approval by Council, for closure of Jefferson and Broad Streets. Release of the permit will be pending submittal of the Certificate of Insurance, which will be supplied by the Kiwanis Club prior to the event.

BUDGET IMPACT: There is no budget impact associated with approval of this Resolution.

LEGAL NOTE: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events.

STAFF RECOMMENDATION: Staff recommends Council approval of Resolution No. 2014-17.

ATTACHMENT:

1. Resolution No. 2014-17
2. State of Florida Road Closure Permit

Attachment 1

RESOLUTION NO. 2014-17

RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN MAIN STREET AND BELL AVENUE IN DOWNTOWN BROOKSVILLE ON DECEMBER 13, 2014; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City wishes to promote businesses in and to draw visitors to the downtown area; and,

WHEREAS, the City wishes to support the 40th Annual Brooksville Christmas Parade that brings visitors to the City and to the downtown area; and,

WHEREAS, pursuant to the City of Brooksville Code of Ordinances, Section 74-1(b) and Section 74-165(a), the City Council may close streets for a parade; and,

WHEREAS, the Brooksville Kiwanis Club, the sponsoring organization for the parade, has been approved for a right-of-way closure and use permit and has provided liability insurance in an amount appropriate for the parade.

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

SECTION 1. STREET CLOSURES. The City Council recognizes the closure of the following Brooksville roadway segments to street traffic is necessary for public safety during the Brooksville Christmas Parade; and the City Council authorizes the following closures for the date of the parade:

- Jefferson Street, from Bell Avenue to Main Street
- Main Street, from Jefferson Street to Broad Street
- Broad Street, from Main Street to Bell Avenue
- Bell Avenue, from Broad Street to Jefferson Street

SECTION 2. CONFLICT. Any prior resolution or policy of the City inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

SECTION 3. SEVERABILITY. If any provision of this resolution or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications, and to this end, the provisions of this resolution are hereby declared severable.

SECTION 4. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption by the City Council.

ADOPTED this 20th day of October, 2014.

CITY OF BROOKSVILLE

ATTEST: _____
Janice L. Peters, City Clerk

By: _____
Kevin Hohn, Mayor

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

VOTE OF CITY COUNCIL

Bernardini	___
Bradburn	___
Burnett	___
Hohn	___
Johnston	___

Thomas S. Hogan, Jr., City Attorney

Attachment 2

TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: _____

Permit No. _____

Governmental Entity

Approving Local Government	<u>CITY OF BROOKSVILLE</u>	Contact Person	<u>JANICE PETERS</u>
Telephone	<u>352-540-3853</u>	Email	<u>jpeters@cityofbrooksville.us</u>

Organization Requesting Special Event

Name of Organization	<u>Kiwanis Club of Brooksville</u>	Contact Person	<u>Larry Fluty</u>
Telephone	<u>352-410-1498</u>	Email	<u>lfluty@tampabay.rr.com</u>

Description of Special Event

Event Title	<u>40th Annual Christmas Parade</u>	Date of Event	<u>December 13, 2014</u>
Start Time	<u>10:00 A.M.</u>	End Time	<u>12:30 P.M. (Approx.)</u>
Event Route (attach map)	<u>From Oakwood Drive left onto Howell Avenue to Main Street, Crossing Jefferson Street and turning left on Broad Street to Bell Avenue then turning right on Oak Street to Broad Street and back to Oakwood Drive.</u>		
Detour Route (attach map)	<u>N. Bound Broad will go right onto MLK and then left onto E. Jefferson. Reverse on same detour route for Southbound traffic on Broad Street.</u>		

Law Enforcement Agency Responsible for Traffic Control

Name of Agency	<u>CITY OF BROOKSVILLE POLICE DEPARTMENT</u>
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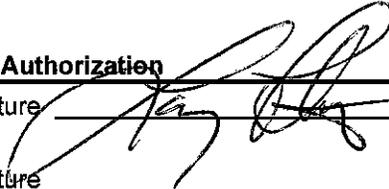
US Coast Guard Approval for Controlling Movable Bridge

Not Applicable	<input checked="" type="checkbox"/>
Copy of USCG Approval Letter Attached	<input type="checkbox"/>
Bridge Location	_____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator	<u>Larry Fluty</u>	Signature		Date	<u>10/2/14</u>
Law Enforcement Name/Title	<u>GEORGE TURNER, POLICE CHIEF</u>	Signature	_____	Date	_____
Government Official Name/Title	<u>KEVIN HOHN, MAYOR</u>	Signature	_____	Date	_____

FDOT Special Conditions

FDOT Authorization

Name/Title	_____	Signature	_____	Date	_____
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**AGENDA ITEM
MEMORANDUM**

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 

FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR &
BRIAN KVAM, CARDNO - PROGRAMATIC MANAGER 

SUBJECT: EPA BROWNFIELDS ASSESSMENT GRANT PROGRAM
BROWNFIELDS INVENTORY – PHASE II ENVIRONMENTAL SITE
ASSESSMENTS (ESA)

DATE: OCTOBER 20, 2014

GENERAL SUMMARY/BACKGROUND: The City of Brooksville was awarded two Community-Wide Brownfield Assessment Grants from the Environmental Protection Agency (EPA) in 2012 to assess brownfield properties across the City. Brownfields properties, according to the EPA definition, are “real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.” In layman’s terms, ‘brownfields’ are often the run-down properties in the community that people wonder why they haven’t been cleaned up and/or redeveloped into new businesses or public areas.

The City’s \$400,000 EPA assessment grant is split with \$200,000 allocated to assess properties that may be affected by hazardous substances (such as former industrial properties, machine shops, or dry cleaners) and \$200,000 to assess properties that may be affected by petroleum-only substances (such as former gas stations or bulk storage plants).

An update on the City’s Brownfield Program was last provided to the City Council on March 17, 2014. At that time the City Council approved the 19 sites selected by the Community Task Force and authorized the project team to move forward with the program, which included obtaining site eligibility determinations from FDEP and EPA, negotiating site access agreements with the property owner(s) and performing Phase I site assessments. The City Council stipulated that they wanted to have properties that qualify for Phase II ESAs brought back to the Council for approval consideration. The project team proceeded accordingly and to date, nine (9) Phase I ESAs on sites located throughout the City have been initiated. At this time, seven (7) Phase I ESAs have been completed and two (2) are nearly complete. Based on the information gained from the completed and on-going Phase I ESAs, the Technical Lead Consultants from Creative Environmental Solutions (CES) and Cardno are recommending Phase II ESAs for several of the properties, and the Program Team is seeking approval from the City Council to move forward with the next phase of assessment on sites deemed eligible by the EPA based on the Terms & Conditions of the grant funds.

The Phase II ESA process will consist of the following activities:

1. Phase II site eligibility determination by EPA and/or FDEP.
2. Development of a Phase II ESA scope of work (SOW) where the consultants will determine where environmental samples of soil and groundwater will be collected and

analyzed for the constituents of concern (CoC). Each site is unique and the environmental conditions changed from site to site. This Phase II ESA SOW will be summarized and presented to EPA and FDEP for review, comment, and approval in a document known as a Site-Specific Quality Assurance Project Plan (QAPP). Once the QAPP has been finalized and approved, field work may begin.

3. Once the Site-Specific QAPP is approved, field work will be scheduled and initiated.
4. A summary of the site assessment activities, analytical results, and a discussion of what the results mean will be written up and reported in a Phase II ESA or Site Investigation Report (SIR).
5. Review of the assessment outcome will generally result in one of three determinations for a site as follows:
 - a. That no further assessment is needed and the site is deemed ready for reuse.
 - b. That additional assessment is needed to further quantify and/or qualify the extents of contamination identified on the site.
 - c. That no further assessment is needed, but site cleanup is needed and cleanup planning begins.

CES and Cardno recommend conducting Phase II ESAs at the following sites (site locations attached):

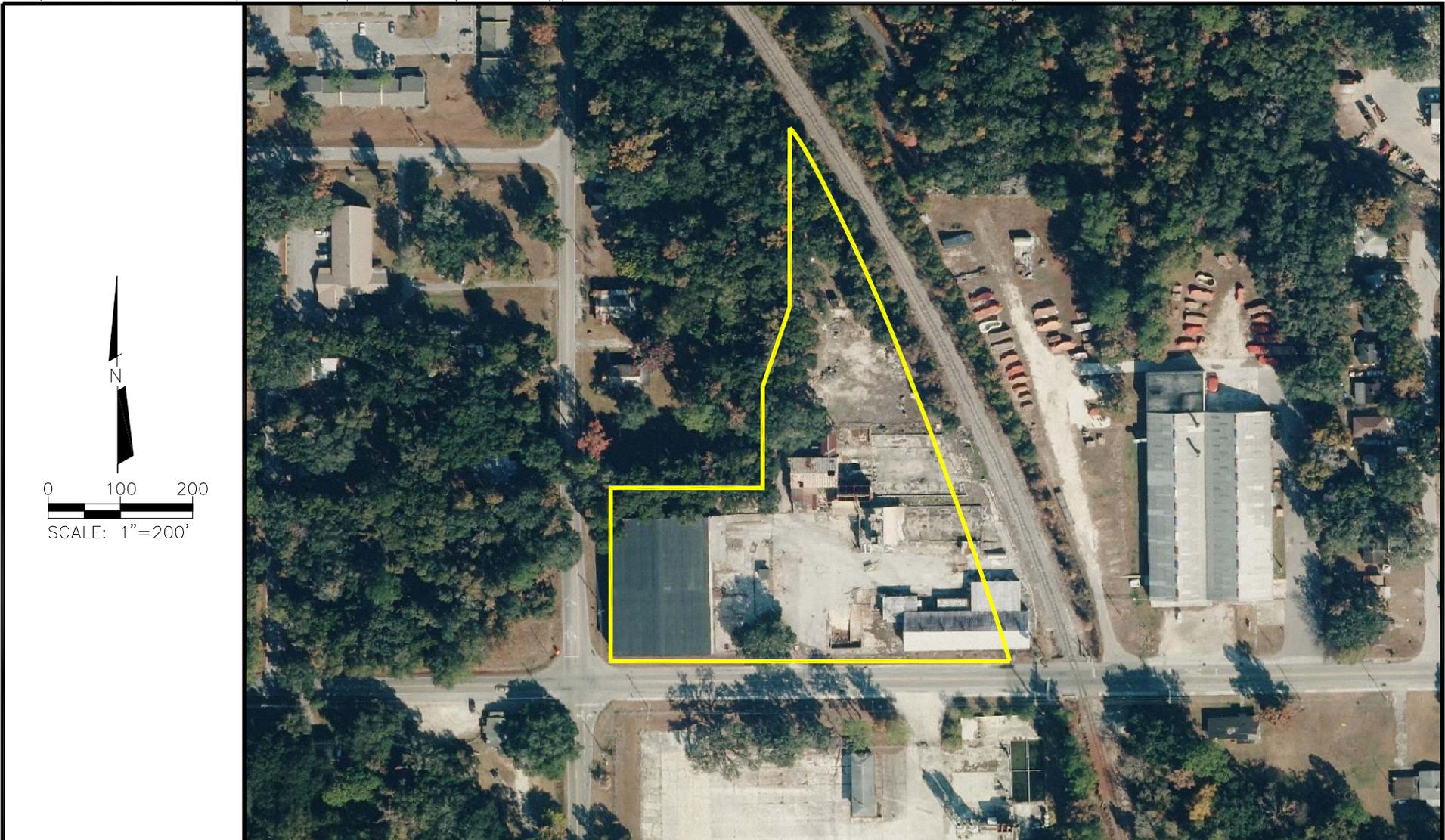
1. Juice Plant Site (NE corner of Dr. ML King, Jr. Blvd & Main Street) – Phase I ESA On-going; Hazardous and Petroleum Assessment
2. ACL/Smith St. Corridors (See site map attached) – Phase I ESA completed; Hazardous and Petroleum Assessment
3. Betty Horne Property (Smith Street) – Petroleum and Hazardous Assessment
4. Bessie Jones Site (Lot on Broad Street south of courthouse parking lot) – Phase I ESA Completed; Petroleum Assessment
5. Springstead Site (NW Corner of E. Jefferson & E. Broad St.) – Phase I ESA On-going; Petroleum and Hazardous Assessment
6. Brooksville Housing Authority Site (Union St./Continental Dr.) – Phase I ESA On-going; Hazardous Assessment including asbestos and lead-based paint
7. Brooksville Housing Authority Site (Dr. M.L. King, Jr. Blvd.) – Phase I ESA Completed; Hazardous Assessment including asbestos and lead-based paint
8. Slaughter Property (817 N. Main) – Phase I ESA Completed; Hazardous and Petroleum Assessment

BUDGET IMPACT: Funding for grant services is provided through the EPA grant on a reimbursement basis. The Brownfields Assessment Grant project is included in the City's 2014/15 Budget as reflected in the Grant Revenue Account #144-000-331-43500 (Federal Grants Economic Environment), with Expenditures going through Account #'s 144-015-515-53400 (Other Contractual Services); 144-015-515-55210 (Operating Supplies); and 144-015-515-5400 (Travel & Per Diem). The Grant does not require matching funds, however, City staff time associated with the administration and oversight of this grant program is absorbed by the City.

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

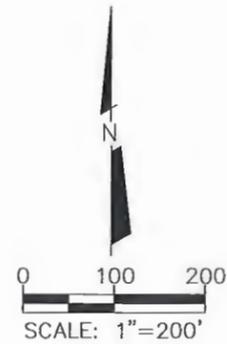
STAFF RECOMMENDATION: Authorize the project team to move forward with Phase II assessment activity on the sites recommended/listed above.

ATTACHMENT(S): Sites recommended for Phase II ESAs



Creative
Environmental
Solutions, Inc.
700 DeSoto Avenue
Brooksville, Florida 34601
Phone: (352) 796-3374 Fax: (352) 796-2449

FIGURE 3
SITE MAP & 2011 AERIAL PHOTOGRAPH
ORANGE DIRT LLC PROPERTY
HERNANDO COUNTY, FLORIDA



LEGEND

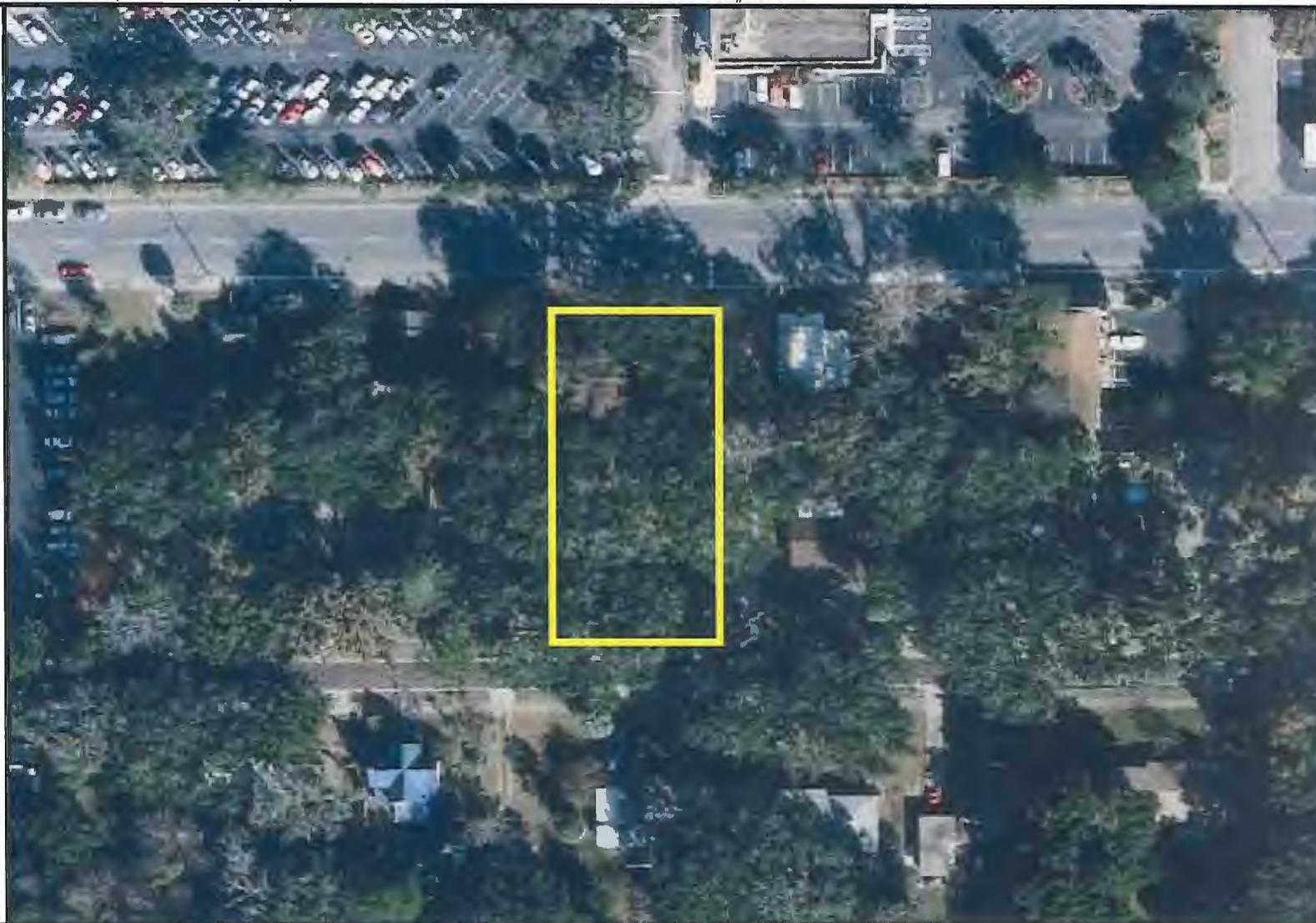
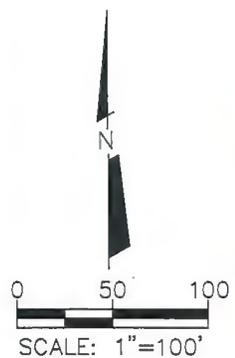
- ① = CORRIDOR PARCEL
- Ⓐ = NEAR-CORRIDOR PARCEL

RECS

- ① = FORMER RAILROAD & SWITCHING STATION
- ② = FORMER RAILROAD & SWITCHING STATION
- ③ = FORMER SINCLAIR BULK PLANT
- ④ = FORMER PEPSI COLA
- ⑥ = FORMER GULF BULK PLANT
- ⑦ = FORMER STEPPS AUTO (?)
- ⑧ = FORMER FORKLIFT & TRUCK REPAIR
- Ⓐ = FORMER STANDARD OIL BULK PLANT & GROCERY/FILLING STATION
- Ⓑ = FORMER STANDARD OIL BULK PLANT
- Ⓒ = FORMER RAILROAD & SWITCHING STATION, TRAIN STATION
- Ⓓ = FORMER WOOD PRODUCTS & FORMER TURPENTINE STILL
- Ⓔ = BROOKSVILLE DPW, FORMER WREC, FORMER EMERSON CONSTRUCTION
- Ⓕ = FORMER DAWSON OIL (?)
- Ⓖ = METAL WORKS



FIGURE 3
 PARCEL & REC MAP
 ACL STREET/SMITH STREET CORRIDOR
 HERNANDO COUNTY, FLORIDA



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700 DeSoto Avenue
Brooksville, Florida 34601
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FIGURE 3
SITE MAP & 2011 AERIAL PHOTOGRAPH
BESSIE JONES PROPERTY
HERNANDO COUNTY, FLORIDA



FIGURE 3
SITE MAP & 2011 AERIAL PHOTOGRAPH
SPRINGSTEAD PROPERTY
HERNANDO COUNTY, FLORIDA

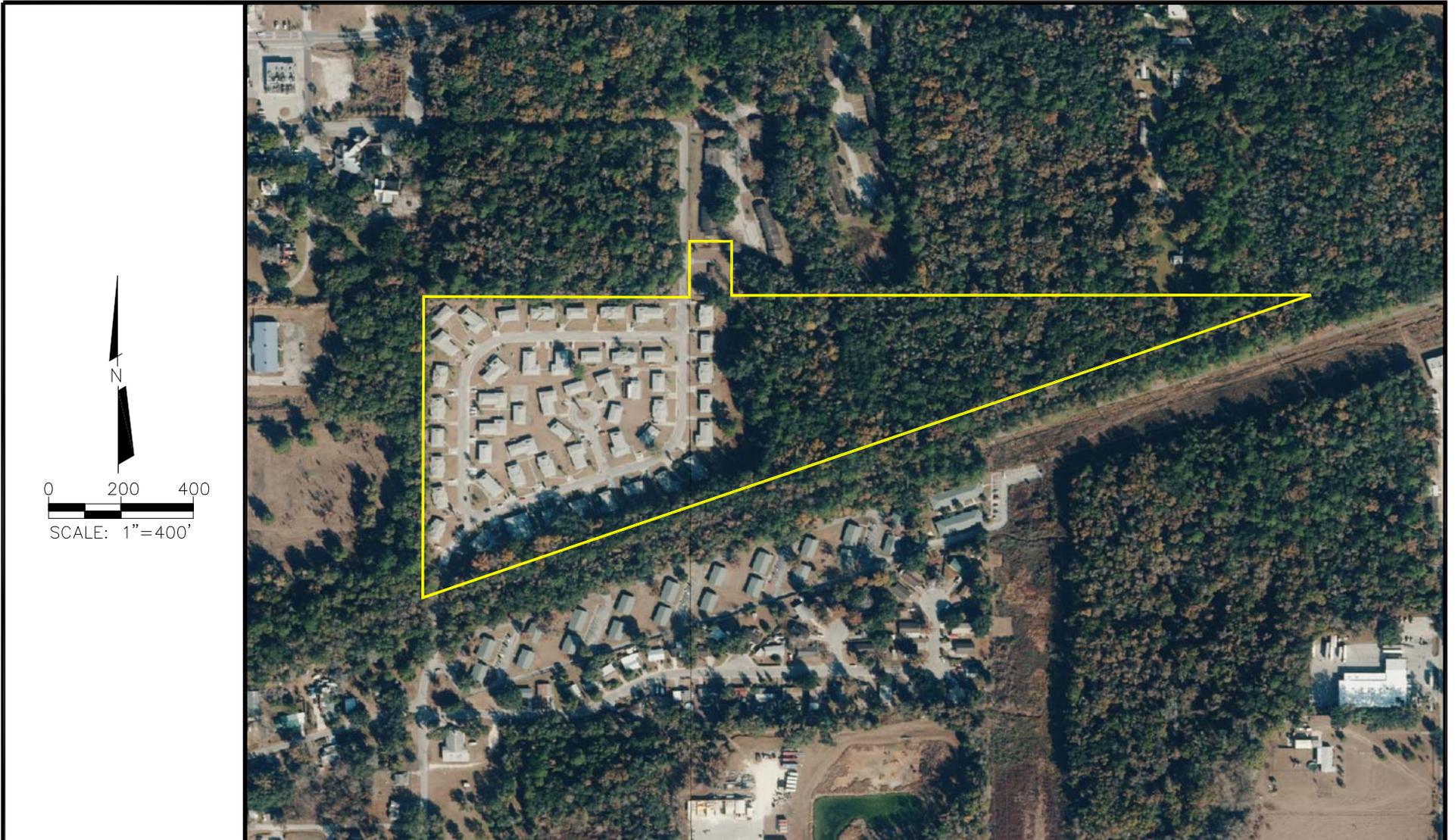
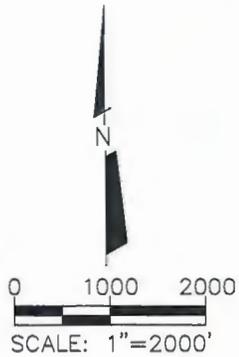


FIGURE 3
SITE MAP & 2011 AERIAL PHOTOGRAPH
BROOKSVILLE HOUSING AUTHORITY PROPERTY
HERNANDO COUNTY, FLORIDA



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Brooksville, Florida 34601
Phone: (352) 796-3374 Fax: (352) 796-2449

FIGURE 1
SITE LOCATION MAP
BROOKSVILLE HOUSING AUTHORITY 530 W. M.L. KING JR. BOULEVARD PROPERTY
HERNANDO COUNTY, FLORIDA



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700 DeSoto Avenue
Brooksville, Florida 34601
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FIGURE 3
SITE MAP & 2011 AERIAL PHOTOGRAPH
BETTY HORNE PROPERTY
HERNANDO COUNTY, FLORIDA



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700 DeSoto Avenue
Brooksville, Florida 34601
Phone: (352) 796-3374 Fax: (352) 796-2449

FIGURE 3
SITE MAP & 2011 AERIAL PHOTOGRAPH
SLAUGHTER 817 S. MAIN STREET PROPERTY
HERNANDO COUNTY, FLORIDA



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR *[Signature]*
SUBJECT: BID AWARD - BID NO. 2014-04 EASTSIDE WATER AND WASTEWATER EXPANSION PROJECT

DATE: October 15, 2014

GENERAL SUMMARY/BACKGROUND: The purpose of this project is to facilitate development of land tracts within the City by extending water and wastewater transmission lines east to serve properties in eastern Brooksville. Zoning approval has previously been granted for approximately 1,400 residential lots located south and east of the intersection of Mondon Hill Road and Old Jasmine Drive.

The water portion of this project consists of extending a 16-inch water transmission line east from the intersection of Kelly Street, adjacent to U.S. Highway 41, through the Cloverleaf Mobile Home Park, then south on a power-line corridor in a City utilities easement, then east along the north right-of-way of Mondon Hill Road, terminating at the intersection of McIntyre and Mondon Hill Roads. (Attachment 1 is an aerial of the project showing proposed water and wastewater transmission lines.)

The wastewater portion of this project consists of extending a 12-inch wastewater transmission line east from the northwest corner of the City's property on Croom Road (the closed out Croom Wastewater Treatment Plant site), then south on a power-line corridor on City, Cloverleaf, and Bell Fruit Properties. The transmission line will be located in the same utilities easement as the water transmission line within the power line corridor. The wastewater line will then extend east along the north right-of-way of Mondon Hill Road terminating at the intersection of Mondon Hill and McIntyre Roads. The water and wastewater transmission lines will extend parallel for much of the way. Attachment 1 is an aerial showing the route.

The major funding source for this project is the debt coverage funds from the 1999 United States Department of Agriculture Grant/Loan and funds remaining from finished projects in the Capital Expenditures, Fund 409, totaling \$1,000,000. The debt coverage proceeds must be spent on capital projects no later than February 2015 or be subject to federal tax arbitrage penalties.

Originally, it was anticipated that land owners would partner with the City to extend the water and wastewater transmission lines to their properties as interest was expressed by them. Several discussions later, the City is still on its own to construct the transmission lines.

Due to the lack of partnership participation, the project has been scaled down and the plan is to end transmission lines at McIntyre and Mondon Hill Roads. The City must utilize additional funds from the Sewer Connection Fees, Fund 408, to complete the scaled-down project.

The City advertised for sealed bids to construct the project. Bids were opened and read aloud in Council Chambers on August 15, 2014. There were nine (9) bids submitted, as shown on the attached Bid Summary (Attachment 2). Pospiech Contracting, Inc., submitted the most responsive and responsible bid. Attached is the Bid Certification Form (Attachment 3). Attachment 4 is a recommendation for bid award by the project engineer, Coastal Engineering Associates, Inc.

BUDGET IMPACT: The original project will be reduced by Change Order to end at the intersection of McIntyre and Mondon Hill Roads. This will reduce the overall project cost from \$1,578,028 to \$1,241,504, a difference of \$336,524. A total of \$1,000,000 was approved in the Fiscal Year 2015 Budget, Fund 409 (water and wastewater construction) and by expending \$241,504 from the Sewer Connection Fees, Fund 408 (uncommitted reserves).

LEGAL REVIEW: 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 personal property or services via the bid process within the statutory categories and limits established pursuant to Florida Statutes, Chapter 287.

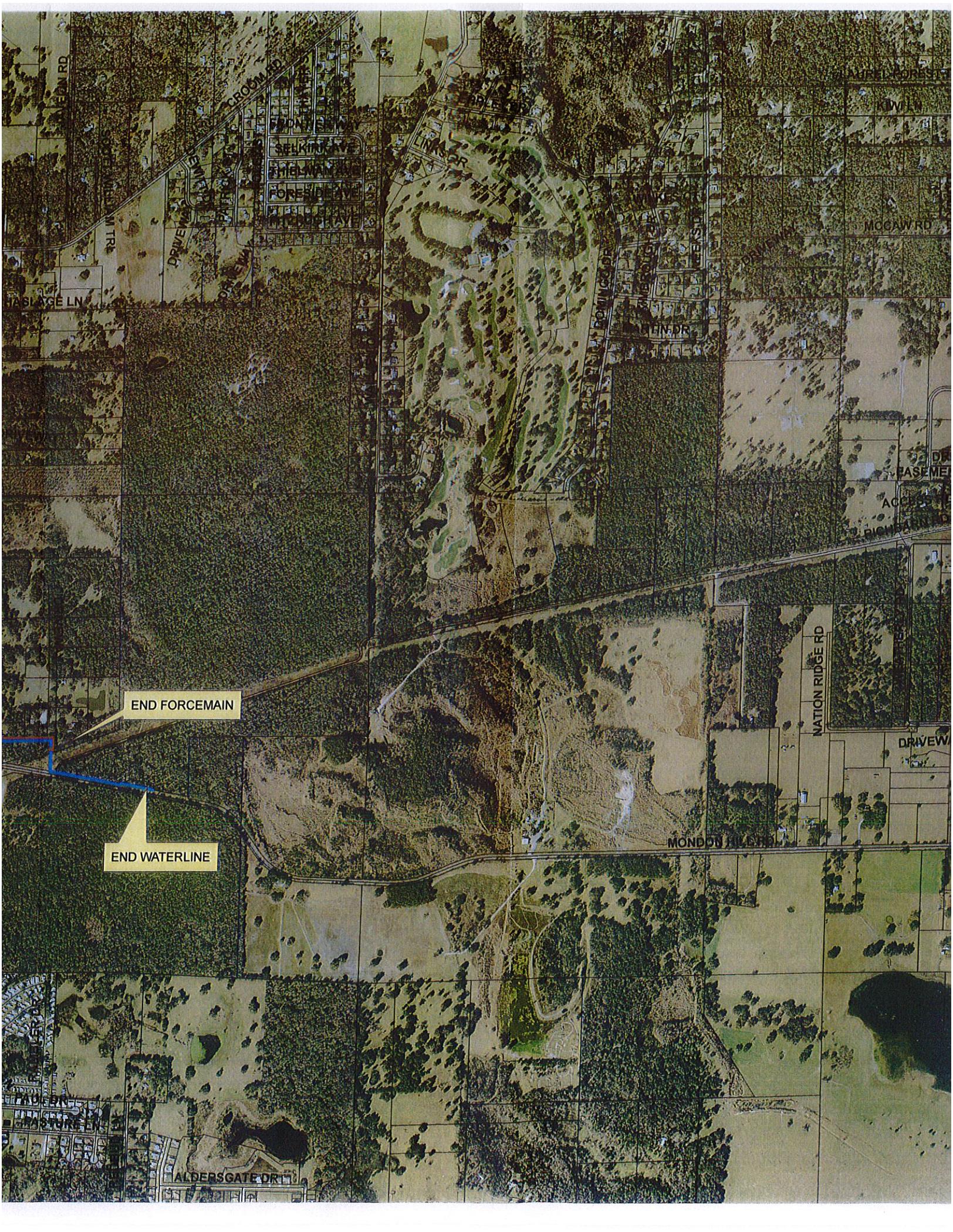
STAFF RECOMMENDATION: Staff recommends that the City Council:

1. Approve bid award for the Eastside Water and Wastewater Expansion Project, Bid UD2014-04, to Pospiech Contracting, Inc., Inverness, Florida, for the original bid amount of \$1,578,028.
2. Authorize the Mayor to sign the Agreement for Contractor Services, (Attachment 5) concurrently with a deductive change order, reducing the contract amount to \$1,241,504, following receipt and approval of the Payment and Performance Bond Documents by the City Attorney.
3. Approve the transfer of \$241,500 from Fund 408 (uncommitted reserves) for this Project as provided in attached Budget Amendment (Attachment 6). The total scaled-down project will be \$1,241,504.

ATTACHMENTS:

1. Aerial of project
2. Bid Summary
3. Bid Certification Form
4. Engineer's Bid Recommendation
5. Agreement for Contractor Service
6. Budget Amendment Form

Attachment 1



END FORCEMAIN

END WATERLINE

Attachment 2

BID SUMMARY

EASTSIDE WATER & WASTEWATER EXPANSION PROJECT 2014

BID NO. 2014-05

BIDDER	TOTAL BID AMOUNT
POSPIECH CONTRACTING, INC.	\$1,578,028.00
B.R.W. CONTRACTING, INC.	\$1,810,720.00
SUNCOAST DEVELOPMENT, INC.	\$1,866,820.00
GOODWIN BROS. CONSTRUCTION, INC.	\$1,957,017.53
DALLAS 1 CONSTRUCTION & DEVELOPMENT	\$1,976,076.50
GWP CONSTRUCTION, INC.	\$1,981,049.70
TB LANDMARK CONSTRUCTION, INC.	\$2,096,999.00
KAMINGA & ROODVOETS, INC.	\$2,366,875.00
ALL AMERICAN CONCRETE, INC.	\$2,467,020.00

Attachment 3

BID/CERTIFICATION FORM
CITY OF BROOKSVILLE
EASTSIDE WATER AND SEWER EXPANSION PROJECT 2014
BID NO. UD2014-04

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 EASTSIDE WATER AND SEWER EXPANSION PROJECT 2014 BID NO. UD2014-04, for the Total Bid Sum of One million, five hundred seventy eight thousand, twenty eight dollars and no cents Dollars (\$ 1,578,028.00). Amount must match the attached bid price sheet.

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.

100 Calendar 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:

#1 7/21/14
#2 8/1/14
#3 8/11/14
#4 8/12/14

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**CITY OF BROOKSVILLE
EAST SIDE WATER AND SEWER EXPANSION PROJECT 2014
BID PRICE SHEET**

WATER DISTRIBUTION

General Conditions/Sitework

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Mobilization, Bond, Insurance	LS	1	\$45,000.00	\$45,000.00
Survey Layout/As-built	LS	1	\$16,500.00	\$16,500.00
Testing	LS	1	\$ 2,800.00	\$ 2,800.00
Asphalt, Concrete, Driveway Restoration	LS	1	\$ 4,500.00	\$ 4,500.00
Sod Restoration	LS	1	\$55,000.00	\$55,000.00
Silt Fence Installation	LF	11,000	\$0.80	\$ 8,800.00
Clear & Grub	LS	1	\$10,000.00	\$10,000.00
		SUBTOTAL		\$142,600.00

Water

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
16" PVC C905	LF	7,800	\$47.75	\$362,900.00
16" Fusible PVC C905 Directional Bore	LF	2,130	\$109.00	\$232,170.00
32" Jack & Bore	LF	275	\$305.00	\$83,875.00
16" DIP	LF	305	\$ 80.00	\$ 24,400.00
12" x 12" Wet Tap w/ Valve	EA	1	\$6,000.00	\$ 6,000.00
16" Gate Valve	EA	13	\$6,575.00	\$ 85,475.00
Fire Hydrant Assembly w/ sample point	EA	11	\$4,425.00	\$ 48,675.00
Air Release Valve Assembly	EA	3	\$4,275.00	\$ 12,825.00
16"x12" MJ DI Reducer w/Restrains	EA	1	\$1,200.00	\$ 1,200.00
16" MJ DI Tee w/Restrains	EA	4	\$1,900.00	\$ 7,600.00
16" MJ DI 45 w/Restrains	EA	19	\$1,200.00	\$ 22,800.00
16" MJ DI 22-1/2 w/Restrains	EA	1	\$1,400.00	\$ 1,400.00
16" MJ DI 11-1/4 w/Restrains	EA	1	\$1,400.00	\$ 1,400.00
16" MJ DI 5-5/8 w/Restrains	EA	1	\$1,940.00	\$ 1,940.00
16" MJ DI Tapped Plug w/Restrains	EA	3	\$1,540.00	\$4,620.00
End Line Blow Off w/Sample Point	EA	1	\$1,225.00	\$1,225.00
Temporary Mid-Line Sample Point	EA	7	\$ 530.00	\$3,710.00
Sample Point @ Point of Connection	EA	1	\$ 800.00	\$ 800.00
Single Water Service	EA	1	\$665.00	\$ 665.00
Pig & Flush WM, Incl Flgs & Removal	LS	1	\$11,000.00	\$11,000.00
		SUBTOTAL		\$914,680.00

TOTAL BASE BID WATER DISTRIBUTION

\$914,680.00

ADD ALTERNATE SEWER FORCE MAIN

General Conditions/Sitework

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
Mobilization, Bond, Insurance	LS	1	\$13,200.00	\$13,200.00
Survey Layout/As-built	LS	1	\$ 6,500.00	\$ 6,500.00
Testing	LS	1	\$ 2,400.00	\$ 2,400.00
Asphalt, Concrete, Driveway Restoration	LS	1	\$ 4,500.00	\$ 4,500.00
Sod Restoration	LS	1	\$14,500.00	\$14,500.00
Silt Fence Installation	LF	3,500	\$0.80	\$ 2,800.00
Clear & Grub	LS	1	\$ 1,400.00	\$ 1,400.00
		SUBTOTAL		\$45,300.00

Sewer Force Main

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
12" C900 PVC Force Main	LF	6,480	\$33.10	\$214,488.00
12" DIP	LF	95	\$76.50	\$ 7,267.50
12" Fusible PVC C900 Directional Bore	LF	2,050	\$65.25	\$133,762.50
24" Jack & Bore	LF	75	\$290.00	\$ 21,750.00
12"x12 Wet Tap w/Valve	EA	1	\$5,300.00	\$ 5,300.00
12" Gate Valve Assembly	EA	3	\$3,100.00	\$ 9,300.00
12" MJ DI 45 w/Restrains	EA	18	\$ 985.00	\$ 17,730.00
12" MJ DI 22-1/2 w/Restrains	EA	1	\$1,050.00	\$ 1,050.00
12" MJ DI 5-5/8 w/Restrains	EA	1	\$1,100.00	\$ 1,100.00
Air Release Valve	EA	2	\$6,000.00	\$12,000.00
Directional Drill Tap Assembly	EA	2	\$1,600.00	\$ 3,200.00
Lift Station Wetwell	EA	1	\$47,000.00	\$47,000.00
Fence Repair	LS	1	\$1,500.00	\$ 1,500.00
		SUBTOTAL		\$475,448.00

Total Add Alternate Sewer Force Main

\$520,748.00

SUMMARY

Base Bid Water Distribution.....	\$914,680.0
Add Alternate Sewer Force Main.....	\$520,748.00
Total Base Bid w/Add Alternate.....	\$1,578,028.00

Name of Bidder: Pospiech Contracting, Inc.

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

If a Partnership: n/a

Name(s) of Partner(s): n/a

If a Corporation: Yes

Incorporated in State of: Florida Date of Incorporation: 5/29/90

Business Address: 201 S. Apopka Avenue

City: Inverness State FL Zip 34452

Telephone Number: (352) 726-3940 Fax 800 795-4959

Submitted By: Carl West

(Print)

Title: Vice President

Signature: _____

ATTEST: John M. Carswell

Asst. Secretary

By: John M. Carswell

Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of Citrus

The foregoing instrument was acknowledged before me this 15 day of Aug., 2014 by Carl West,
who is personally known to me ~~as who presented~~ ~~XXXXXXXXXXXXXXXXXXXX~~ as identification and who ~~(did)~~ (did not) take
an oath.

Della M. Knecht
[Signature of Notary Public]

Della M. Knecht
[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 4

October 14, 2014

Richard W. Radacky –Director Department of Public Works
City of Brooksville
600 S. Brooksville Avenue
Brooksville, FL 34601-3710

Re: East Side Water and Sewer Expansion Project 2014 Project – Bid Recommendation
Bid Number PR2014-04

Dear Mr. Radacky:

This letter documents Coastal's review of the Bids received for the subject project and at your request, provides a recommendation of award. A detailed bid tabulation was previously provided to your office.

The City of Brooksville Purchasing Department received a total of nine (9) bids on August 15, 2014. The low bidder, Pospiech Contracting, Inc., located in Inverness, Florida, has been in business since 1990. In that time, they have performed a number underground utility projects for various municipalities in our area. Pospiech has a solid reputation in underground utility and site work. They appear to be financially sound and are bonded by Liberty Mutual Insurance Company. In Coastal's opinion, Pospiech Contracting, Inc. is qualified to perform this work, and award is recommended.

Sincerely,

COASTAL ENGINEERING ASSOCIATES, INC.



Burt A. Bennett
Director Engineering/Construction Services

Attachment 5

AGREEMENT FOR CONTRACTOR SERVICES

CITY OF BROOKSVILLE EASTSIDE WATER AND SEWER EXPANSION PROJECT 2014 BID NO. UD2014-04

This Agreement made as of this ____ day of _____, 2014, by and between the **City of Brooksville**, Florida - (the "CITY"), and **Pospiech Contracting, Inc.**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **201 South Apopka Avenue, Inverness, FL 34452** Phone: **(352) 726-3940** Fax: **(800) 795-4959**.

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 Eastside Water and Sewer Expansion Project 2014**.

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 _____, 20__ and complete all services by _____, 20__, unless extended by the CITY by issuance of a change order.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed **\$1,578,028.00**, 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:

Pospiech Contracting, Inc.
201 South Apopka Avenue
Inverness, FL 34450

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

CITY CLERK

CITY OF BROOKSVILLE, FLORIDA

SEAL

Attest: _____
Janice L. Peters, CMC
City Clerk

By: _____
Kevin Hohn, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: _____
Name

Business Name

Signature

By: _____
Signature

Witness: _____
Name

Print Name and Title

Signature

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 6

BUDGET AMENDMENT FORM

Fiscal Year 2015

Account Name/Dept	Account Number	Approved Budget FY 2015	Increase	Decrease	Amended Budget FY 2015
Sewer Connection Fee Reserves	408-000-372-30070	\$394,116.00		\$241,504.00	\$152,612.00
Sewer Connection Fee CIP	408-000-168-19049	\$0.00	\$241,504.00		\$241,504.00
TOTAL		\$394,116.00	\$241,504.00		

Reason for Amendment: Eastside Water and Sewer Extension Project 2014

Department Director Signature

Date

Finance Director Signature

Date

City Manager Signature

Date

Approved by City Council, during Regular Session:

Date