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

AGENDA
"AMENDED"

June 15, 2015 **6:30 P.M.**

A. CALL TO ORDER

B. ADJOURN MEETING AND CONVENE IN EXECUTIVE SESSION

EXECUTIVE SESSION PURSUANT TO F. S. CHAPTER 286.011(8)

The purpose of the Executive Session is to discuss settlement options and litigation strategy for pending City actions. The persons attending the meeting will be Frankie Burnett, Mayor, Joseph E. Johnston, III, Vice-Mayor, Council Members Robert Battista, Betty Erhard, and Natalie Kahler; Attorney's for the City of Brooksville, Clifford A. Taylor, Elizabeth Martin, and George Angeliadis; City Manager, T. Jennene Norman-Vacha; and Court Reporter Holly Kirchman of Carolyn F. Engle & Associates. The meeting is expected to last approximately thirty minutes.

- **ADJOURN EXECUTIVE SESSION**
- **RECONVENE COUNCIL MEETING** **7:00 P.M.**

C. INVOCATION AND PLEDGE OF ALLEGIANCE

D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. <u>Proclamation - Brooksville Healthcare</u>

Presentation of a proclamation of recognition for receiving the Governor's Gold Shield Award.

Presentation:	Mayor
Attachment:	Proclamation

2. <u>Margaret R. Ghiotto Improvement Award - Commercial Award</u>

Recognition of improvements to the property owned by Vineyard Christian Church, located at 375 S. Broad Street, Hal Hester, Pastor.

Presentation:	Scott Renz, Beautification Board Chair and Mayor
Attachments:	Letter from Beautification Board Chair dated 04/16/15; Award Certificate

3. 4th of July Celebration - Hernando County Fairgrounds

Presentation of proposed 4th of July Celebration to be held at the Hernando County Fairgrounds.

Presentation:	Hernando County Fair Association
Attachment:	Informational Packet

E. CITIZEN INPUT

F. CONSENT AGENDA

1. Minutes

June 1, 2015 Regular Meeting

2. Florida League of Cities Voting Delegate

Confirmation of designation of Council Member Erhard to be the voting delegate at the Florida League of Cities 89th Annual Conference.

3. Bid Award SD2015-03 Veterans Avenue Paving Project

Consideration of award of Bid No. SD2015-03 to Goodwin Brothers Construction, Inc., for the not-to-exceed amount of $394,426.87.

4. Innocent Victim Petroleum Restoration Program

Consideration of Agreement with Florida Department of Environmental Protection to perform a low score assessment on a location at 800 John Gary Grubbs Blvd.

CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Minutes; 2) Memo from Michael Sittig, Florida League of Cities, dated 05/20/15; 3) Memo from Director of Public Works dated 06/01/15, Bid Opening Minutes, GPI Letter of Recommendation, Bid Certification, Contract; 4) Memo from Director of Parks, Facilities & Recreation dated 06/03/15, Agreement, Fact Sheet

G. PUBLIC HEARINGS

* 1. Ordinance No. 844 – Liberty Street Rezoning

(*Board Sitting in its Quasi-Judicial* Capacity*)

- Entry of Proof of Publication into the Record
- Poll Council Members for Ex-Parte Communications
- Administering of Oath to All Persons Intending to Speak [Expert Witness Credentials]
- Adoption of the Agenda Back-up Materials into Evidence

Consideration to rezone approximately 7.7 acres located at the south side of E. Liberty Street approximately 265' east of its intersection with S. Saxon Avenue from the current zoning of R-3 (High Density Residential) to a zoning designation of C-4 (Neighborhood Commercial).

Presentation:	City Planner
Recommendation:	Direction to Staff or Approval of **Second Reading** of Ordinance No. 844 as recommended by Staff upon roll-call vote following Quasi-judicial Hearing.
Attachments:	City Planner dated 06/15/15, Proposed Ordinance, Area Map, Zoning Petition and Petitioner's Narrative, Site Survey

2. Resolution No. 2015-06 - Alcoholic Beverage License

(*Board Sitting in its Legislative Capacity*)

- Entry of Proof of Publication into the Record

Consideration of Alcoholic Beverage License for property located at 962 E. Jefferson Street.

Presentation:	City Planner
Recommendation:	Approval of Resolution No. 2015-06 upon roll-call vote.
Attachments:	Memo from Director of Community Development & City Planner dated 06/15/15, Resolution, Application

H. REGULAR AGENDA

1. <u>Resolution No. 2015-08 - Application for Main Street Program</u>

Resolution in supporting the application of the Brooksville Vision Foundation, Inc. for a Main Street Program designation in the City of Brooksville.

Presentation:	City Manager
Recommendation:	Approval of Resolution No. 2015-08 upon roll-call vote.
Attachments:	Memo from City Manager dated 06/08/15, Resolution

2. <u>Gabriel Roeder Smith (GRS) Actuarial Services Agreement Amendment & Task Order #2</u>

Consideration of amended agreement and Task Order #2 for the Police Pension.

Presentation:	City Manager
Recommendation:	Approval or Direction to Staff
Attachments:	Memo from City Manager dated 06/08/15, Agreement, Task Order 2

I. CITIZEN INPUT

J. ITEMS BY COUNCIL

K. ADJOURNMENT

CORRESPONDENCE TO NOTE

1. **Letter From GPI Greenman-Pedersen, Inc.**
2. **Letter From WRWSA**
3. **Letter From FDOT**
4. **Letter From Southern Hills Plantation I CDD**
5. **Letter From Southern Hills Plantation III CDD**

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Telina Dowdell, ADA Coordinator, no later than 48 hours in advance of the meeting at (352) 540-3810. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at www.cityofbrooksville.us.

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

AGENDA ITEM NO. D-1
6/15/15

City of Brooksville

Proclamation

Whereas, Brooksville Healthcare Center, a 501C(3) Not-for-Profit company, located at 1114 Chatman Boulevard, was built in 1976, and is comprised of 180-200 amazing staff members that really care about its residents, which shows in the quality of care and attention to detail; and,

Whereas, Brooksville Healthcare Center is licensed for 180 but averages 152 residents of which 70% is long-term care and 30% short term rehabilitation; and,

Whereas, the Governor's Panel on Excellence in Long-Term Care issues the Nursing Home Gold Seal Award, which recognizes nursing home facilities that demonstrate excellence in long-term care over a sustained period, promotes the stability of the industry, and facilitates the physical, social, and emotional well-being of its residents; and,

Whereas, to be considered for the Nursing Home Gold Seal Award, a facility's quality of care rank must be in the top 15 percent of facilities in their region or the top 10 percent statewide. The facility must also be ranked in the Nursing Home Guide as a five-star facility overall; and,

Whereas, the Brooksville Healthcare Center is the only nursing home recipient in Hernando County of the Gold Seal Award and they have consistently received this prestigious Award since 2010; and

Whereas, the Brooksville Healthcare Center has also received a 5 Star rating through the Agency for Health Care Administration and Medicare, and received its first OSHA SHARP Award in 2014, which is awarded to small and medium-sized employers who operate an exemplary safety and health management system.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville do hereby wish to recognize

Brooksville Healthcare Center

for continual outstanding quality of care and compassion given to their residents. We are proud that Brooksville Healthcare Center is located within the City of Brooksville.

In Witness Whereof, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 15th day of June, 2015.

City of Brooksville

Frankie Burnett, Mayor

Joseph E. Johnston, III, Vice Mayor

Robert Battista, Council Member

Betty Erhard, Council Member

Natalie Kahler, Council Member

Attest:

Janice L. Peters, CMC, City Clerk

City of Brooksville

352.540.3810 Phone
352.544.5424 Fax

AGENDA ITEM NO. D-2
6/15/15

June 1, 2015

Pastor Hal Hester
Vineyard Christian Church
375 S. Broad Street
Brooksville, FL 34601

Dear Pastor Hester:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Improvement Award for improvements made to the property located at 375 S. Broad Street.

The Certificate of Recognition and "rotating" outdoor sign will be presented to you by the Beautification Board Chairman at the City Council Meeting to be held **Monday, June 15, 2015, at 7:00 p.m.** in the Brooksville City Hall Council Chambers located at 201 Howell Avenue. Please contact City Clerk Janice Peters at (352) 540-3853 or jpeters@cityofbrooksville.us at your earliest convenience and let us know if you will or will not be able to attend this meeting to accept your award.

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

Sincerely,

Scott Renz

Scott Renz, Chairman
Beautification Board

Margaret R. Ghiotto

CERTIFICATE OF RECOGNITION

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

Vineyard Christian Church

375 S. Broad Street, Brooksville, Florida 34601

Presented this 15th day of June, 2015.

Frankie Burnett
Mayor

Danica L. Peters
City Clerk

PROPOSAL FOR JULY 4TH CELEBRATION

HERNANDO COUNTY FAIRGROUNDS

AGENDA ITEM NO. D-3
6/15/15

JULY 4TH PORPOSAL

Due to the lack of any public celebration in Hernando county, We would like to celebrate the birth of our country with a fun-filled family event culminating with a fireworks display.

JULY 4TH LOCATION AND TIME

LOCATION:

6436 BROAD STREET

BROOKSVILLE, FL 34601

TIME GATES OPEN: 4:00PM

GAMES/FOOD

DEMOLITION DERBY

FIREWORKS

JULY 4TH SPONSOR/EXPENSE

FAIR ASSOCIATION:

FOOD (Hot Dogs, Hamburgers, Chips, Nachos, Sweets, and Watermelon)

DRINKS (Soda, Water, Beer, Tea)

SUPPLIES FOR GAMES/CONTESTS

ENTERTAINMENT (band, stage, sound, etc.)

APPROXIMATE COST: $5,500

BROOKSVILLE PULLING ASSOCIATION:

DEMOLITION DERBY

APPROXIMATE COST: $7,600

(without Sponsorships)

JULY 4TH VOLUNTEERS NEEDED

AREAS /APPROXIMATE NUMBER NEEDED	
PARKING	6-10
FOOD	6
DRINKS	4
CONTESTS	6
PARKING GATE	4

JULY 4TH
SPONSOR/ADDITIONAL EXPENSES/AMOUNT

JULY4TH

PARKING/ENTRANCE	$5 PER CAR
FOOD	TBD
DRINKS	TBD
DEMO DERBY	$10 PER PERSON
UNDER 36”	FREE

JULY 4TH ADDITIONAL EXPENSES

		(estimated)
Event insurance		$ 950
Weather insurance		$1,200
Permits		$ 225
Advertising		$2,000
Security		$ 750
Fire/Rescue on site	$ 500	
Porta-Johns		$ 400
Trash removal/dump fees		$ 500

AGENDA ITEM NO. F-1
6/15/15

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

MINUTES

June 1, 2015 **7:00 P.M.**

Brooksville City Council met in regular session with Frankie Burnett, Mayor, and Council Members Robert Battista, Betty Erhard, and Natalie Kahler in attendance. Also present were Clifford A. Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice Peters, City Clerk; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; Mike Walker, Director of Parks, Facilities & Recreation; and Tim Mossgrove, Fire Chief. Vice-Mayor Joe Johnston was absent.

The meeting was called to order by Mayor Burnett, followed by an Invocation and the Pledge of Allegiance.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Proclamation - Code Enforcement Officer Appreciation Week

Presentation of a proclamation designating June 1 - 5, 2015, as Code Enforcement Officer Appreciation Week.

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

2015 Hurricane Season Update

Advisory presentation regarding predictions and preparations for the 2015 hurricane season.

Cecilia Patella, Hernando County Director of Emergency Management, gave an overview of the 2015 season.

CITIZEN INPUT

Mayor Burnett called for citizen input; there was none.

CONSENT AGENDA

Minutes

May 18, 2015 Regular Meeting

Surplus/Auction of Vehicle by Police Department

Consideration to surplus

Motion:

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

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

- Entry of Proof of Publication into the Record

Mayor Burnett called for proof of publication. City Clerk Peters advised Item F-1 was advertised in the Friday, May 29th edition of the Tampa Bay Times and there is a copy on file in the Office of the City Clerk for the record.

Resolution No. 2015-05 - Alcoholic Beverage License

Consideration of Alcoholic Beverage License for property located at 962 E. Jefferson Street.

Steve Gouldman, City Planner, reviewed the resolution.

Mayor Burnett asked for public input; there was none.

Blair Hensley, owner of the Florida Cracker Kitchen, reviewed the plans for the property.

Motion:

Motion was made by Council Member Erhard and seconded by Council Member Battista for approval of Resolution No. 2015-05.

City Clerk Peters read Resolution No. 2015-05 by title as follows:

> **A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING AN APPLICATION FOR BEER AND WINE FOR SALE AND CONSUMPTION ON AND OFF THE LICENSED PREMISES (2-COP) FOR PROPERTY LOCATED AT 962 EAST JEFFERSON STREET, BROOKSVILLE, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Council Member Erhard	Aye
Council Member Kahler	Aye
Council Member Battista	Aye
Vice-Mayor Johnston	Absent
Mayor Burnett	Aye

REGULAR AGENDA

Agreement to Exchange Lands

Consideration of Agreement to exchange lands with the Brooksville Housing Authority.

Clifford Taylor, City Attorney, reviewed the proposed agreement for an exchange of land between the Brooksville Housing Authority and the City. A brief discussion of the two properties ensued regarding the proposed one-way pairs and the title insurance costs associated with the swap. City Attorney Taylor did not know what the costs would be.

Motion:

Motion was made by Council Member Kahler and seconded by Council Member Battista for approval of the agreement. Motion carried 4-0.

Mayor Burnett asked for public input; there was none.

*** Ordinance No. 844 – Liberty Street Rezoning**

Consideration to rezone approximately 7.7 acres located at the south side of E. Liberty Street approximately 265' east of its intersection with S. Saxon Avenue from the current zoning of R-3 (High Density Residential) to a zoning designation of C-4 (Neighborhood Commercial).

Mayor Burnett polled Council Members for Ex-Parte communications; there was none. City Clerk Peters administered the oath to those intending to speak as an expert witness. Those sworn were City Planner Steve Gouldman and Director of Community Development Bill Geiger, whose credentials are on file with the City.

Steve Gouldman, City Planner, reviewed the proposed rezoning application and asked that the complete agenda packet be entered into the record as if it were read in its entirety (Attachment 1).

Motion:

Motion was made by Council Member Battista and seconded by Council Member Erhard approval of Ordinance No. 844 with the 2nd reading being scheduled for the June 15, 2015 meeting.

City Clerk Peters read Ordinance No. 844 by title as follows:

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF C-4 (NEIGHBORHOOD COMMERCIAL), FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

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

Council Member Battista	Aye
Council Member Erhard	Aye
Council Member Kahler	Aye
Vice-Mayor Johnston	Absent
Mayor Burnett	Aye

CITIZEN INPUT

Mayor Burnett called for citizen input.

Kojack Burnett commended Council.

ITEMS BY COUNCIL

Clifford A. Taylor, City Attorney

City Attorney Taylor requested a executive session before the June 15, 2015, meeting to discuss the Quarry case at 6:30 p.m. Council concurred.

Robert Battista, Council Member

Council Member Battista reminded all of recycling on Wednesday.

He also commented on an article in the Sunday paper regarding the presentation made to Council by the Marine Corp League referencing the Brooksville Housing Authority property and the proposal.

Betty Erhard, Council Member

Council Member Erhard thanked all for attending. She advised, regarding the CTN item from the Florida League of Cities, she would like to volunteer to be the voting delegate. City Manager Norman-Vacha advised it will come back to Council for consideration of appointment.

Natalie Kahler, Council Member

Council Member Kahler, gave thanks to the Director and Planner of the Community Development Department.

She advised she had attended the dedication of the Vietnam Memorial at the VFW on Jefferson commemorating the eight Brooksvillians lost in the Vietnam War.

Regarding Brooksville's history, spoke of hurricane season and the SWFWMD District Office issue and history.

Frankie Burnett, Mayor

Mayor Burnett thanked Attorney Joe Mason for bringing the SWFWMD issue to Council's attention and Council Member Kahler for taking the initiative to deliver the letter from Council to their meeting.

He reminded Council that the budget process is coming up and to please get with City Manager Norman-Vacha on any issues they would like to see discussed in upcoming workshops.

Mayor Burnett gave a belated Happy Birthday to the City Manager and wished Kojack Burnett and Police Chief George Turner Happy Birthday as well.

He asked Council to submit to the City Manager anyone they would like to recognize for Father's Day on Friday, June 19th in Council Chambers.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:55 p.m.

David L. Pelletier
City Clerk

Attest: _____
Mayor

AGENDA ITEM NO. F-2
6/15/15

05-26-15 A10:42 RCVD

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 20, 2015

SUBJECT: 89th Annual FLC Conference – *Florida Cities: A Public Conversation*
VOTING DELEGATE INFORMATION
August 13-15, 2015 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 13-15. This year the theme for this year's conference is *Florida Cities: A Public Conversation*, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. Voting delegates will also adopt the FLC 2016 Legislative Action Agenda because the 2016 Legislative Session will begin early next year. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2014.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 7, 2015.**

Attachments: Form Designating Voting Delegate

CTN 06.01.15

President **Matthew D. Surrency,** Mayor, Hawthorne
First Vice President **Susan Haynie,** Mayor, Boca Raton • Second Vice President **Vacancy**
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

89th Annual Conference
Florida League of Cities, Inc.
August 13-15, 2015
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: BETTY ERHARD

Title: Council Member

Municipality of: Brooksville

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email *gdennard@flcities.com*

Important Dates

May 2015

Notice to Local and Regional League Presidents and Municipal Associations regarding the Resolutions and Legislative Committees

June 2015

Appointment of Resolutions Committee Members
June 25 – Legislative Post-Session Review (2015 Session)
June 26 – Policy Committee Meetings (2016 Session)

July 2015

July 8 – Deadline for Submitting Resolutions to the League office
July 17 – Policy Committee Meetings (2016 Session)

August 2015

August 13 – Policy Committee Meetings including the finalization of proposed committee statements (FLC Annual Conference)
August 14 – Resolutions Committee Meeting
August 14 – Legislative Committee Meeting (2016 Session)
August 15 – Pick Up Voting Delegate Credentials Followed by Annual Business Session

AGENDA ITEM NO. F-3
6/15/15

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: BID NO. SD2015-03 - VETERANS AVENUE RECONSTRUCTION BID AWARD

DATE: JUNE 1, 2015

GENERAL SUMMARY/BACKGROUND: On Friday, May 22, 2015, staff opened bids for the reconstruction of Veterans Avenue. Attachment 1 is a copy of the Bid Opening Minutes. A total of five (5) bids were received as follows:

BIDDER	TOTAL BID	CONSTRUCTION TIME*
Goodwin Brothers Construction, Inc.	$394,426.87	90 Days
B.R.W. Contracting, Inc.	$417,820.51	90 Days
Ernest Dewitt Gay, Inc.	$448,095.90	90 Days
Pave-Rite, Inc.	$479,320.77	90 Days
DAB, Inc.	$517,777.77	90 Days

*From the Notice to Proceed.

The bid of Goodwin Brothers Construction, Inc., appears to be the most reasonable and responsive bid. Staff and Greenman-Petersen, Inc., (GPI) project engineers, recommend the City Council to award the bid to Goodwin Brothers Construction, Inc. The engineer's construction estimate for this project is $415,585.00.

The project is from Broad Street (U.S. Highway 41) to West Jefferson Street (State Road 50A), a distance of 2,410 linear feet. The project will include the milling mixing of the existing pavement and base; and approximately 6,000 square yards of asphalt paving 3 inches thick. Staff increased the asphalt thickness to accommodate fire truck traffic. The project also includes new stormwater facilities and significant drainage improvements.

BUDGET IMPACT: Funds are available in the Multiyear Capital Project Accumulation Fund, Account Number 308-000-272-30070.

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

STAFF RECOMMENDATION: Award Bid No. SD 2015-03 to Goodwin Brothers Construction, Inc., in the amount of $394,426.87, and authorize the Mayor to sign the contract for services following receipt and approval of the Payment and Performance Bond Documents by the City Attorney.

ATTACHMENTS:

1. Bid Opening Minutes
2. GPI Recommendation Letter
3. Bid Certification Form and Worksheet
4. Contract

Attachment 1

CITY OF BROOKSVILLE
VETERANS AVENUE PAVING PROJECT BID NO.: SD2015-03
BID OPENING MINUTES

May 22, 2015 **3:00 P.M.**

A bid opening was held at approximately 3:00 p.m. on Friday, May 22, 2015, at the City Hall Council Chambers, 201 Howell Avenue for the **Veterans Avenue Paving Project**. Janice L. Peters, City Clerk, Richard Radacky, Director of Public Works, Joe Nelson, Streets Supervisor, Jon Dowler, Project Manager, along with Dale Ravencraft and Alan Garman of GPI were in attendance.

City Clerk Peters indicated the request for bids notice was published in the Tampa Bay Times Hernando Today Section on Friday, May 1, 2015. A mandatory pre-bid meeting was held on Wednesday, May 13, 2015. She stated bids will only be accepted from companies in attendance at the pre-bid meeting.

As a result, five (5) sets of bids/proposals were received, all properly sealed and notated. The bids/proposals were to include one (1) unbound original plus three (3) copies, which includes the Bid Certification Form, 5% Bid Bond, Proof of Insurance, Public Entity Crime Statement, Drug-Free Workplace Certification, State of Florida Contractor License, a list of sub-contractors to be used and a list of references for similar type work. Two (2) addendums were issued for this project and must be acknowledged in the bid packet submitted.

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

1. **Goodwin Brothers Construction, Brooksville, FL**

Total Base Bid Sum	$394,426.87
Total Alternate Bid Sum	$50,282.00
All required documentation included; Drug Program Implemented	90 Days
5% Bid Bond included	

2. **DAB Construction, Inglis, FL**

Total Base Bid Sum	$517,777.77
Total Alternate Bid Sum	$71,300.00
All required documentation included; Drug Program Implemented	90 Days
5% Bid Bond included	

3. **Pave-Rite, Inc.., Lecanto FL**

Total Base Bid Sum	$479,320.77
Total Alternate Bid Sum	$61,566.00
All required documentation included; Drug Program Implemented	90 Days
5% Bid Bond included	

4. **Ernest Dewitt Gay, Inc., FL**

Total Base Bid Sum	$448,095.90
Total Alternate Bid Sum	$81,220.00
All required documentation included; Drug Program Implemented	90 Days
5% Bid Bond included	

5. **BRW Contracting, Inc. Land O'Lakes, FL**

Total Base Bid Sum	$417,820.51
Total Alternate Bid Sum	$74,400.00
All required documentation included; Drug Program Implemented	90 Days
5% Bid Bond included	

City Clerk Peters advised the Engineer's Estimate for this project was $415,584.00.

City Clerk Peters stated for the record that the packets would be further reviewed by staff and their recommendations would be submitted to Council at a future Council Meeting. The minutes of the bid opening will be posted to the website. The bid opening concluded at 3:15 p.m.

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

Attachment 2

GPI Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | ENVIRONMENTAL | COATINGS | CONSTRUCTION INSPECTION

June 8, 2015

Richard Radacky, Director
City of Brooksville Public Works Department201 Howell Avenue
Brooksville FL 34601

Subject: Pavement Management Plan Phase II Bid Recommendation - Veterans Avenue

The Request for Bids (RFB) for the Veterans Avenue Paving Project was advertised on Saturday, May 1, 2015 and the Phase I Bid Opening was May 22, 2015. Five bids were received as follows:

Goodwin Brothers Construction, Inc.	$394,426.87
BRW Contracting Inc.	$417,820.51
Ernest Dewitt Gay DBA Pave All	$448,095.90
Pave-Rite, Inc.	$479,320.77
DAB Constructors, Inc.	$517,777.77

GPI engineers reviewed the bids received. The low bid is in line with cost projections and GPI recommends that the award be to Goodwin Brothers Construction, Inc., as the lowest responsive and responsible bidder.

Respectfully,

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

Attachment 3

BID/CERTIFICATION FORM
CITY OF BROOKSVILLE
VETERANS AVENUE PAVING PROJECT
BID NO.: SD2015-03

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, Instructions to Bidders, 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 **VETERANS AVENUE PAVING PROJECT BID NO. SD2015-03**, for the
   Total Base Bid Sum of Three Hundred Ninety-four thousand four hundred twenty six Dollars ($394,426.87) & Eighty seven cents
   Total Alternate Bid Item Sum of Fifty Thousand two Hundred Eighty two Dollars ($50,282.00).

5. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein and as shown on the plans. 90 days
   (Maximum 90 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:

CITY OF BROOKSVILLE
BID SCHEDULE - VETERANS AVENUE PAVING PROJECT - REVISED 5/11/15
Bid No. SD02015-03

	BID FORM PAY ITEMS	UNIT	QTY	UNIT COST	TOTAL
1	**MOBILIZATION / PERMITS**	LS	1	4,041.50	4,041.50
2	**PAYMENT AND PERFORMANCE BOND**	LS	1	7,800.00	7,800.00
3	**MAINTENANCE OF TRAFFIC (MOT)**	LS	1	7,670.00	7,670.00
4	**EROSION CONTROL / SILT FENCE / NPDES PERMIT**	LS	1	2,301.00	2,301.00
5	**SURVEY / ASBUILTS**	LS	1	9,676.00	9,676.00
6	**QUALITY CONTROL / TESTING / GEOTECHNICAL SERVICES**	LS	1	3,351.20	3,351.20
7	**UTILITY COORDINATION**	LS	1	2,214.00	2,214.00
8	**MILL & MIX/REMOVE EXISTING ASPHALT PAVEMENT & BASE (8" AVG. DEPTH)**	~~SY~~ CY	2030	19.68	39,950.40
9	**SUB SOILS EXCAVATION/REMOVAL (12" AVG. DEPTH)**	~~SY~~ CY	2130	23.92	50,949.60
10	**TYPE B STABILIZATION - 12" COMPACTED SUBGRADE / LBR 40**	SY	7050	3.04	21,432.00
	USING RECLAIMED ASPHALT-BASE-SAND				
11	**MISC. MATERIALS - PLACED & COMPACTED**				
11A	FILL SAND	CY*	20	15.80	316.00
11B	CRUSHED CONCRETE	CY*	20	29.65	593.00
11C	LIMEROCK	CY*	20	19.78	395.60
12	**CRUSHED CONCRETE BASE - COMPACTED (8" DEPTH) / LBR 120**	SY	6200	13.95	86,490.00
13	**3" ASPHALT – 2 LIFTS**				
13A	SP-12.5 2"	SY	6660	10.14	67,532.40
13B	SP-9.5 1"	SY	6660	5.39	35,897.40
13C	MISC ASPHALT PAVEMENT	TN	10	123.66	1,236.60
13D	PRIME COAT	SY	6200	0.35	2,170.00
13E	TACK COAT	SY	6660	0.35	2,331.00
14	**CONCRETE CURB**				
14A	TYPE F	LF	1004	14.46	14,517.84
14B	MIAMI	LF	114	15.93	1,816.02
15	**SIDEWALK 5' (INCL. CURB RAMP & TRUNC. DOME)**	SY	100	40.71	4,071.00
16	**SLOTTED VANE DRAIN (32 LF) / PIPE (12" RCP) MODIFICATION**	LS	1	8,422.31	8,422.31
	SUB-GRADE, BASE & PAVEMENT INCLUDED IN LINE ITEMS QUANTITIES ABOVE				
17	**PAVEMENT MARKING**				
17A	STRIPING - 6" SOLID WHITE EDGE LINE (THERMOPLASTIC)	LF	3600	1.27	4,572.00
17B	STRIPING - 24" SOLID WHITE STOP BAR (THERMOPLASTIC)	LS	6	94.40	566.40
17C	STRIPING - 6" SOLID DBL WHITE CENTER LINE (THERMOPLASTIC)	LF	2080	2.55	5,304.00
17D	STRIPING - CROSSWALL FOR 2 LN NON-SIGNALIZED (THERMOPLASTIC)	LS	1	259.60	259.60
18	**R/W RESTORATION - GRADING AND SODDING INCL. WATERING**	SY	2500	3.42	8,550.00
19	**PRIVATE DRIVEWAY RESTORATION**				
	ALL DRIVEWAYS/APRONS ARE INCLUDED IN LINE ITEMS QUANTITIES ABOVE				
	TOTAL BASE BID				394,426.87
	ALTERNATE BID ITEM				
20	**LIMEROCK BASE - COMPACTED (8" DEPTH) / LBR 100**	SY	6200		50,282.00

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

Bidder/Company Name: Goodwin Bros Construction

Name of Bidder: Goodwin Bros Construction Inc,.

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

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: _____

Incorporated in State of: Florida Date of Incorporation: 07/31/1987

Business Address: 14341 Ponce De Leon Blvd.

City: Brooksville State FL Zip 34601

Telephone Number: ( ) 796-0149 Fax ( ) 544-1084

Submitted By: Daniel Goodwin
(Print)

Title: President

Signature: _____

ATTEST: _____
Secretary

By: Micheal Goodwin
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of

The foregoing instrument was acknowledged before me this 21st day of May 2015 by Daniel Goodwin, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

MISTY PIPPIN
Notary Public - State of Florida
My Comm. Expires Apr 2, 2018
Commission # FF 109298

_____
[Signature of Notary Public]

_____
[Printed, typed or stamped name of Notary Public]

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

Attachment 4

AGREEMENT FOR CONTRACTOR SERVICES
VETERANS AVENUE PAVING PROJECT
BID NO.: SD2015-03

This Agreement made as of this 15th day of, June, 2015, by and between the **City of Brooksville**, Florida - (the "CITY"), and **Goodwin Bros Construction, Inc.**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is P.O. Box 689, Brooksville, FL 34605 Phone: (352) 796-0149 Fax: (352) 544-10084.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for the **VETERANS AVENUE PAVING PROJECT - BID NO. SD2015-03.**

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 **$394,426.87**, 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 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 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 & 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:

Goodwin Bros Construction , Inc.
P. O. Box 689
Brooksville, FL 34605

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

CITY CLERK

Attest: _____
Janice L. Peters, CMC
City Clerk

CITY OF BROOKSVILLE, FLORIDA

By: _____
Frankie Burnett, Mayor

Contractor Witnesses:
(2 REQUIRED)

Witness: _____
Name

_____
Signature

Witness: _____
Name

_____
Signature

Contractor:

_____
Business Name

By: _____
Signature

_____
Print Name and Title

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

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

AGENDA ITEM NO. F-4
6/15/15

CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION DIRECTOR

SUBJECT: ACCEPTANCE TO ENTER IN TO THE INNOCENT VICTIM PETROLEUM RESTORATION PROGRAM

DATE: JUNE 3, 2015

GENERAL SUMMARY/BACKGROUND: The city has been notified by the Florida Department of Environmental Protection (DEP) that we have been accepted to participate in the Innocent Victim Petroleum Restoration Program. This will allow for an assessment and any re-mediation needed to be completed on a location at the Hernando County Mining Association Enrichment Center, 800 John Gary Grubbs Boulevard. It is our understanding that underground petroleum storage tanks were part of prior operations on this site (mining).

DEP in past years has placed their priority for funding with the site assessments throughout the state that have had higher score ranges (greater than 75) and poses a high potential risk of exposure from discharges. The next focus for DEP was to focus on those sites with a score range of 30-45, and now more recently they have focused on the very low score range (29 or minimal risk of exposure), which is where the city is (29).

To move forward with this program, the city has been given 30 days from the Notification Letter to accept and return the Permission to Enter Property Agreement to DEP. They will then select a site manager to put together a scope of work and go out to bid to select a contractor to begin the assessment at the site. DEP will pay the contractor directly, as no funds will be needed from the city to enter into this program.

BUDGET IMPACT: There are no funds required from the city to have this assessment and re-mediation completed.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take actions on matters of fiscal benefit and pursuant to Sec. 1.03 of the City's Charter, the City has all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services. Florida Statute §163.01 provides for interlocal government cooperation.

STAFF RECOMMENDATION: Staff recommends that City Council approves the Permission to Enter Property Agreement from DEP and authorize the Mayor to sign the agreement on behalf of the Council.

ATTACHMENTS:
1. Permission to Enter Property Agreement
2. Petroleum Restoration Program Fact Sheet

Attachment 1

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

5/20/2015

CITY OF BROOKSVILLE
201 HOWELL AVE
BROOKSVILLE, FL 34601

Subject: Notice of Funding Availability for Assessment

HERNANDO CO MINING ASSOC ENRICHMENT CTR
800 JOHN GARY GRUBBS BLVD
BROOKSVILLE, HERNANDO COUNTY
FDEP Facility ID#27 9810078
Eligible Discharge Date: 1/31/2007 (IVPSS)
Priority Score: 29
Site Manager:

Dear Property Owner:

Funding is currently available from the Petroleum Restoration Program (PRP) to perform a Low-Score Assessment (LSA) to assess the extent of the petroleum discharge at your facility. Any co-payments or deductibles associated with this discharge will not be required at this time unless the data demonstrates the site qualifies for closure and is issued a Site Rehabilitation Completion Order (SRCO).

In order to participate in this program, a site access agreement must be signed and returned. Please execute and return the attached PERMISSION TO ENTER PROPERTY form as soon as possible using the enclosed self-addressed stamped envelope, but within 30 days of the date of this letter. Upon receipt of the completed form, the PRP will begin preparing a scope of work and assigning a competitively procured Agency Term Contractor to begin assessment activities at your site.

Recent legislation now requires the PRP to select contractors to perform assessment and remediation of state-funded petroleum contamination. As a result, the PRP selects contractors through a competitive procurement process that is outlined in Chapter 62-772, Florida Administrative Code.

The PRP will consider any input you may want to provide with respect to the rehabilitation of this facility. If you would like to provide such input, or would like the opportunity to reject one agency term contractor prior to assignment, please check the appropriate box of the form and provide contact information as soon as possible using the enclosed self-addressed stamped envelope, again within 30 days of the date of this letter.

If you have any questions, please contact Rob Perlowski at 850-245-8917 or Robert.Perlowski@dep.state.fl.us. Thank you for your assistance.

Sincerely,

Alan Sakole
Environmental Supervisor
York Risk Services Group, Inc;
Administrative Services Contractor
Alan.Sakole@yorkrsg.com

Enclosure: Permission To Enter Property.

Note, this cover letter is for your records and should not be returned.

PERMISSION TO ENTER PROPERTY

1. The Parties. The undersigned real property owner, CITY OF BROOKSVILLE, ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and its Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at 800 JOHN GARY GRUBBS BLVD , BROOKSVILLE 34601, ***FDEP Facility ID:*** 9810078.

2. The Property. Owner owns the certain parcel(s): R21 422 19 0000 0250 0000 of real property located at 800 JOHN GARY GRUBBS BLVD, BROOKSVILLE Florida 34601 (the "**Property**"), depicted on the attached legal description as Exhibit "A

3. **Permissible Activities**. This Permission to Enter Property ("**Permission**") is limited to activities which may be performed by the Department or its Contractors, without cost to the Owner to locate contamination, determine contamination levels and, when necessary remove and remediate contamination which may be performed by the Department and its Contractor. The following activities are included in this Permission but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Permission is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed upon the execution of this Agreement. This Permission shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Permission shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Permission shall be done in a

good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall only pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed prior to activities associated with contamination assessment or remedial action.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Permission. Excessive interference by the Owner or its agents with the performance of any Permissible Activity may result in the Department revoking eligibility for State funded remediation under Chapter 376, Florida Statutes.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Permission until the appropriate site rehabilitation completion order issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.307(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity.

13. Owner's Release of Claim. If Owner selected the Contractor, the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected Agency Term Contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has already indemnified the Department. The Contractor should not enter into any agreement that conflicts with its indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Non-waiver of Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login

18. Entire Agreement. This Permission shall constitute the entire agreement between the Department and the Owner regarding this grant of access to Department for the purposes herein. No modification, amendment or waiver of the terms and conditions of this Permission shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department

19. Governing Law and Venue. This Permission shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Permission shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Permission that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Permission is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

Signature of each Property Owner	Signature of Witness
Print Name and title Date	Print Name Date

Do you wish to participate or provide input with respect to rehabilitation of this facility?

☐ YES ☐ NO

Do you wish to exercise the option to reject one agency term contractor prior to assignment of work?

☐ YES ☐ NO

Contact Phone # _____

Email Address _____

Accepted by the State of Florida Department of Environmental Protection:

_____	_____
Diane D. Pickett, P.G.. Program Administrator Petroleum Restoration Program	Signature of Witness
_____	_____
Date	Print Name Date

Attachments: Exhibit A- Legal description of the Property.

Attachment A

Short Legal Description: 54.7 AC MOL IN SE1/4 LYING S OF HWY 50 & E OF DARBY LN INCLUDING DARBY LN R/W SUBJECT TO UTILITY EASMT DES

FDEP Coordinates(Degrees Minutes Seconds) for Facility 27/ 9810078:

Latitude 28 ^{0} 32' 59.5680 "
Longitude 82^{0} 24' 1.8000"

Attachment 2

Petroleum Restoration Program Discharge Status 1-16-2015

The Petroleum Restoration Program ("program") has completed a much-needed effort that tracks the status of every discharge. Below are key points and tables:

- As shown on Table 1, the current number of discharges under cleanup is 5,059. Compared to 2012, that is an increase of over 1,500 discharges under rehabilitation and is due to lowering of the funding score threshold from 46 down to 30. With this move, the department has moved to address all funding-eligible discharges presenting a moderate (scored 30-74) to high risk (scored >75) of potential exposure to human health and the environment.
- Table 1 also shows that 99% of high potential risk of exposure discharges (scored >75) are in remediation or assessment. Table 2 shows that only five discharges remain to be assessed and these are in legal proceedings; however, these discharges do not present an actual threat to human health or the environment. This metric indicates the Department has met the statutory direction to firstly, focus on the cleanup of discharges with the highest risk of potential exposure.
- As result of the lowest funding score being at 46 for the past 12 years, 87% of discharges scored 46-74 are already in the Remedial Action (RA) phase: Source Removal, Remedial Action Construction (RAC), Operation and Maintenance (O&M) of remedial systems, Post Active Remedial Monitoring (PARM), Monitored Natural Attenuation (MNA), or Well Abandonment (WA). This is a reflection of the maturity of the program in that score range.
- Only 10% of discharges (171) scored 46-74 need a Site Assessment (SA) -*actually these discharges need a supplemental site assessment*.
- The program is tracking the due date for 171 and 63 discharges in the SA and Remedial Action Plan (RAP) phases, respectively. Those discharges in the SA phase needing remediation will be moved to a RAP and RAC stage in the shortest amount of time possible.
- The program anticipates an increase of discharges entering the RAP (design) and RAC stage during Fiscal Year 2015-16. This is as result of the program focusing efforts on site assessments for discharges scored 30-45 during 2013 and 2014.
- The next focus for the program will be to address (1,344+ 154) = 1,498 discharges scored 30-45.
- As of 1/16/2015, concerning Site Assessments from discharges scored 30-45, the Program has already assigned 749 Site Assessment projects to an Agency Term Contractor (ATC) with the remaining discharges, including 154 awaiting rehabilitation shown in Table 2, to be assigned to an ATC by June 30, 2015.
- We anticipate all discharges scored >30 to be completely assessed by June 2017 or before.
- Table 2 shows that approximately 5,800 discharges still await cleanup, however, most of those discharges are scored below 30 or presenting a minimal risk of exposure.
- Table 3 shows that the program is currently working on approximately one third of fund-eligible discharges.
- Discharges scored <29 (or minimal risk of exposure) and in any phase of cleanup are funded as part of the Low Score Site Initiative (LSSI), Site Rehabilitation Funding Agreement, Advanced Cleanups, etc. programs and normally are not eligible for funding in advance of discharges scored >30. Most of the 1,170 discharges under cleanup are in one of these programs.
- The statutorily-authorized LSSI program continues to be a success and the statutory $10M maximum budget allocation will, again, be exhausted this year with over 400 new sites receiving assessment funding.

Table 1. Current Cleanup Phase by Report as of 01-16-15				
SCORE RANGE	REMEDIAL ACTION	REMEDIAL ACTION PLAN	SITE ASSESSMENT	GRAND TOTAL
≤ 29	328	28	814	1,170
30-45	381	33	1,344	1,758
46-74	1,528	63	171	1,762
> 75	333	11(*)	25(**)	369
Grand Total	2,570	135	2,354	**5,059**

(*) 7 discharges in RAP Approval Process. 4 discharges in legal proceedings.
(**) No discharge presents an unknown risk of exposure.

Table 2. Discharges Awaiting Rehabilitation as of 01-16-15		
SCORE	DISCHARGES	PERCENTAGE
< 29	5,670	96.9%
30 – 45	154	2.6%
46 – 74	25	0.4%
> 75	5	0.1%
Total	**5,854**	**100.0%**

Table 3. Discharge Status as of 01-16-15		
STATUS	COUNT	PERCENT
Rehabilitated	8,348	43%
Undergoing rehabilitation	5,059	26%
Awaiting rehabilitation	5,854	30%
Funding eligible discharges	19,261	100%

AGENDA ITEM NO. G-1
6/15/15

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: ORDINANCE NO. 844– GREGORY & DOROTHEA STEPHENS REZONING PETITION

DATE: JUNE 15, 2015

GENERAL SUMMARY/BACKGROUND: This petition is a request to rezone a parcel of land from R-3 (High Density Residential) to C-4 (Neighborhood Commercial). The RZ 2015-01 subject property is approximately 7.7-acres and is located on the south side of E. Liberty Street approximately 265' east of its intersection with S. Saxon Avenue. The property is adjacent to the City's Central Business/Residential District. A Comprehensive Plan Future Land Use designation change from Multi-Family/Mobile Home Residential to Commercial was approved for the parcel by City Council on April 20, 2015.

The petitioner has indicated plans to incorporate an existing 5,000 square foot barn that was recently built on the subject site to be used commercially as an additional choice for banquets and wedding receptions in conjunction with their existing wedding venue business on their adjacent property to the west. The City's existing R-3 designation on the property allows for the consideration of multi-family housing up to 18 dwelling units per acre, but would not allow the use of the barn as a commercial banquet facility. The C-4 zoning designation of the property will allow for the petitioner's proposed use.

Compatibility with Surrounding Area: As previously noted, the subject site is located on the south side of E. Liberty Street and about 265' east of its intersection with S. Saxon Avenue, adjacent to the City's Central Business/Residential District. The subject site is directly adjacent to properties with commercial land use and zoning on both its northern (vacant undeveloped land adjacent to US 41) and western (Tilted Tea Cup, former Rogers Christmas House site and Saxon Manor) sides. To the south (Brooksville Housing Authority property) and east (property FKA Brook Villas Apartments), the subject property abuts high density residential properties with multi-family land use and zoning. The property is in close proximity to the arterial road network of E. Jefferson Street (SR 50A/US 98) and N. Broad Street (US 41), and has road frontage access on E. Liberty Street to the north, Union Street to the east and Cleveland Avenue which terminates at the property line to the west. Based on the above, staff finds the proposed zoning designation is compatible with the surrounding

development pattern and the rezoning of the parcel to C-4 would be consistent with a Commercial Comprehensive Plan FLUM designation.

Public Facilities and Level of Service: The subject property will be served by City water and sewer services. Primary access to the parcel is presently from E. Liberty Street and Cleveland Avenue. This property is considered an urban infill development site in which all public facilities and services already exist to serve the development of the property. The property owner is considering a low-impact use of the site to compliment their existing wedding and events business with the incorporation of the existing barn on the subject property as a venue area. Additionally, future onsite parking and other ancillary uses to their existing "event" business may be considered for the subject property. The C-4 zoning provides for lower intensity commercial uses that are compatible with residential, mixed use areas, and would allow for the owner's anticipated uses.

Trip Generation: As noted above, the property is proposed to be a low impact use utilizing the existing barn on the site as part of the wedding event/banquet venue. The ITE Trip Generation Manual does not contain a land use code for this type of facility, most likely because the use doesn't generate significant peak hour trips in the transportation network. Given the contemplated use of the property, the normal weekend event activity will not impact the Level-of-Service for peak hour traffic on the adjacent road network.

Water: The development scenario presented above is estimated to result in the consumption of an estimated 937.5 gallons of water per day. The estimate is based on the assumption that 0.1875 gallons per day are needed for every square foot of non-residential floor space. Presently, the quantity of water required for the proposed use of this site is available and would not result in the City exceeding its allowable maximum consumption of 3.7 million gallons per day (current average daily use in the City is 1.1 MGD). An existing 6" water main runs within the public rights-of-way adjacent to the property.

Sewer: The development scenario presented above is estimated to result in 750 gallons of effluent generated per day. The estimate is based on the assumption that non-residential uses generate 0.150 gallons of effluent per day per square foot of floor space. Presently, the addition of the quantity of sanitary sewer effluent generated by the proposed use of this site can be accommodated by the City's 1.9 million gallons per day sewer treatment system capacity (current average daily use in the City is .824 MGD). An existing 6" gravity sewer line runs within the public rights-of-way adjacent to the property. Additionally, a lateral sewer line runs along the west side of the property serving the adjacent commercial properties owned by the petitioner.

Drainage: All of the property is located within the Byster Lake watershed and is located within the Special Flood Hazard Area "X," which is defined as an area exhibiting minimal flood potential (Ref. FEMA Flood Insurance Rate Maps, Hernando County, adopted 2/2/2012). Future development will be required to meet applicable SWFWMD

permitting requirements, as well as applicable City Comprehensive Plan policies relating to stormwater retention and conveyance.

Recreation Facilities: A variety of City and County parks and recreation facilities are located in proximity to the subject site. The proposed zoning and commercial use of the property will have little or no impact on the existing facilities.

Public School Facilities: The proposed zoning and commercial use of the property will not generate any students.

Natural Resources and Features: Presently, the property is occupied by one 5,000 square foot residential barn structure with a circular entry driveway to access the barn off of E. Liberty Street. The balance of the property remains heavily wooded and undeveloped. According to the SWFWMD FLUCCS codes (2011), the property is classified as an Upland Hardwood Conifer Mixed forested area. Vegetation on the property consists of a mixture of pines and hardwoods with a palmetto understory. The soil types identified within the site include Blichton Loamy Fine Sand (5 to 8% slopes) and Micanopy Loamy Fine Sand (2 to 5% slopes).

BUDGET IMPACT: Costs for processing rezoning requests are offset by applicable application fees.

LEGAL REVIEW:
Florida Statutes § 163.3202(2)(b) requires that each county and each municipality regulate the use of land and water for those land use categories included in the Comprehensive Plan Future Land Use element and ensure the compatibility of adjacent uses and provide for open space.

PLANNING & ZONING COMMISSION RECOMMENDATION: At their May 13, 2015 meeting, the Planning and Commission concurred with the staff finding that the request is consistent with the City's Comprehensive Plan and compatible with the surrounding development pattern. The Planning and Zoning Commission therefore concurred with the staff recommendation that City Council approve the request to rezone the subject property from R-3 to C-4.

STAFF RECOMMENDATION: Staff recommends City Council approve the petitioners request to rezone the subject property from R-3 to C-4.

CITY COUNCIL ACTION:
At the June 1, 2015 hearing, the City Council approved staff recommendation relative to this request and scheduled the second and final reading for June 15, 2015.

ATTACHMENTS:
1. Ordinance No. 844 and Area Map
2. Rezoning Petition & Narrative (As submitted by Greg and Dorothea Stephens)
3. Site Survey

Attachment 1

ORDINANCE NO. 844

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF C-4 (NEIGHBORHOOD COMMERCIAL), FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AS FOLLOWS:

SECTION 1. ZONING. That the following described property in the City of Brooksville, Florida is hereby zoned as a Neighborhood Commercial (C-4). Exhibit "A" provides a graphic view of the property.

Owners: Gregory W. and Dorthea Stephens
Parcel Key: # 01255091
Legal Description:
The West ½ of the NE ¼ of SW ¼ of Section 23, Township 22, Range 19 E., Hernando County, Florida, lying south of Liberty Street extension.
Location: East Liberty Street, approximately 265 feet south of South Saxon Avenue.

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

The aforementioned property located within the City of Brooksville, Florida, is hereby assigned a zoning classification of C-4 (Professional Office) and the zoning map of the City of Brooksville shall be amended accordingly.

SECTION 2. FINDINGS. The City Council does hereby find that the proposed zoning of this property with a C-4 designation will not be inconsistent with the City's Comprehensive Plan and is compatible with existing land uses in this area.

SECTION 3. EFFECTIVE DATE. This Ordinance and zoning of the property described hereto shall take effect immediately upon its adoption.

CITY OF BROOKSVILLE

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

By:_____
Frankie Burnett, Mayor

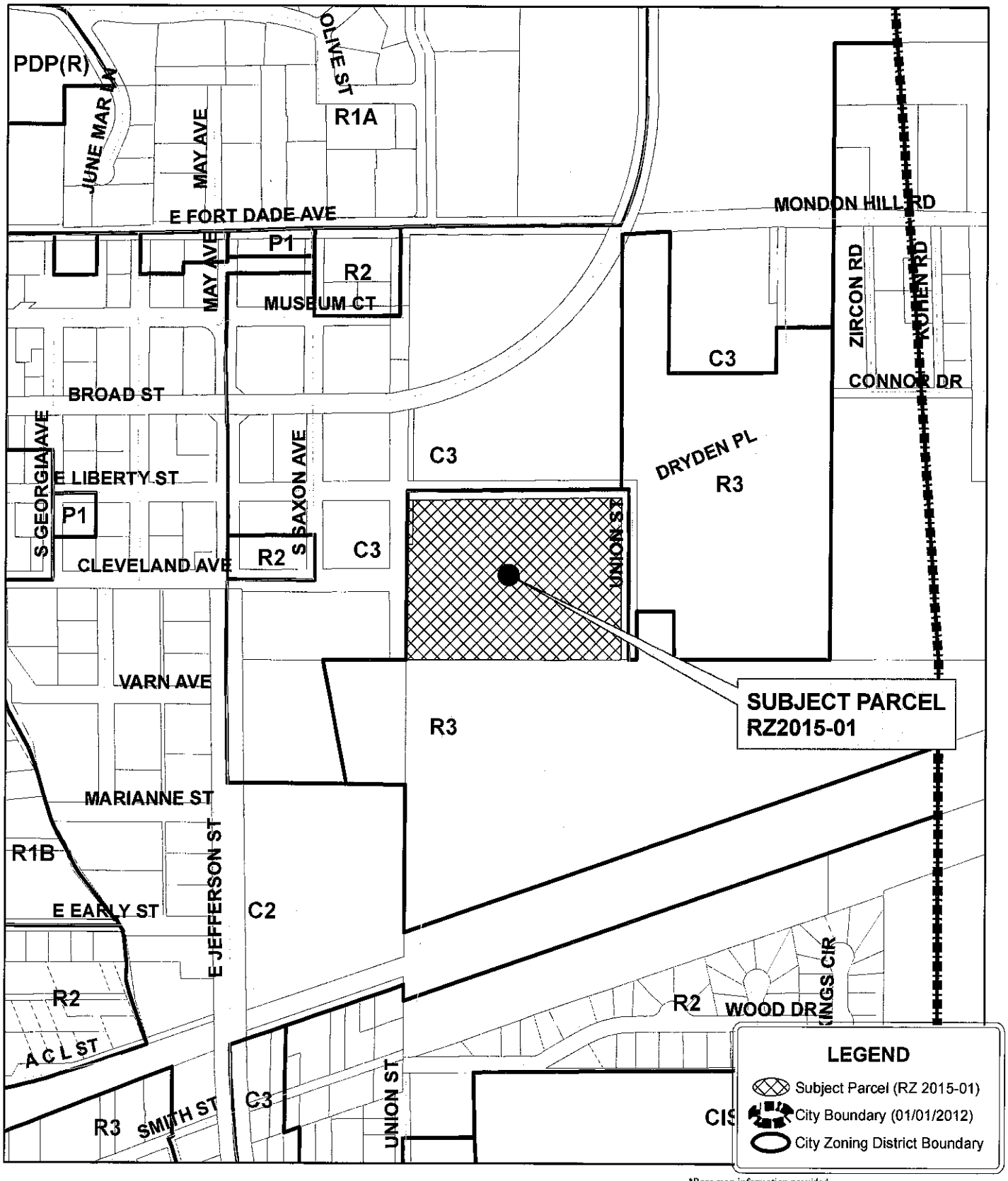
PASSED on First Reading June 1, 2015
NOTICE Published on May 29 & June 5, 2015
PASSED on Second & Final Reading _____

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

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

VOTE OF COUNCIL:
Battista _____
Burnett _____
Erhard _____
Johnston _____
Kahler _____

EXHIBIT "A" TO ORD. NO. 844
STEPHENS PROPERTY - RZ2015-01



Feet
0 460 920

*Base map information provided by the Hernando County Property Appraiser's office.
Map created by the Brooksville Community Development Department.
Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon.
g:\Esri\ArcMap Projects\Stephens Re-Zoning 02102015.mxd

Attachment 2

CITY OF BROOKSVILLE REZONING PETITION

Application for Public Hearing

Date: 3-11-15

Type all information. If you need any assistance, call the Community Development Department at (352) 540-3810.

APPLICANT:	Gregory W. and Dorothea Stephens
Mailing Address:	309 Hayes Road, Lutz, FL 33549-6101
Daytime Telephone: 813-997-7333 **FAX No:**	**E-Mail Address:** Suncoastcabinets@yahoo.com
REPRESENTATIVE:	Pamela Jo Hatley
Mailing Address:	Pamela Jo Hatley PA, 14519 N. 18th Street, Tampa, FL 33613
Daytime Telephone: 813-978-1480 **FAX No:** 813-978-1490	**E-Mail Address:** pamela@pamelajohatley.com
PUBLIC CONTACT PERSON:	Pamela Jo Hatley
Daytime Telephone: 813-978-1480 **FAX No:** 813-978-1490	**E-Mail Address:** pamela@pamelajohatley.com
Will Expert Witness be utilized during the public hearings?	Yes
Legal Description: Type below the complete legal description of the property, including street address, if any, and the names of all owners. Include Section, Township and Range; and if applicable, Subdivision Name, Lot, Block, and Unit Number. Attach additional sheet if necessary. West 1/2 of NE 1/4 of SW 1/4 of Section 23, Township 22 S., Range 19 E., Hernando County, Florida, lying South of Liberty Street extension.	
Size of Area Covered by Application:	7.70 acres
Highway and Street Boundaries:	E. Liberty Street at Cleveland Avenue, off Saxon
Current Zoning Classification:	R-3
Rezoning Requested:	C-4 Neighborhood Commercial
Proposed Use of Property:	Use of existing barn structure as a banquet and wedding reception hall in conjunction with Saxon Manor wedding venue operation.
Has a public hearing been held on this property within the past twelve months?	Not for rezoning. FLUM amendment public hearing 3-11-15

ACKNOWLEDGMENT

This acknowledgment must be signed in the presence of a Notary Public.

I, Gregory W. Stephens and Dorothea Stephens, hereby state and affirm that all information submitted within this petition is in all respects true and correct to the best of my knowledge and belief and that:

☒ We are/ ~~I am~~ the owner of the property covered under this application.

☐ I am the legal representative of the owner or lessee of the property described, which is the subject matter of this application.

Signature of Applicant or Representative

STATE OF FLORIDA
COUNTY OF ~~HERNANDO~~ Hillsborough

The foregoing instrument was acknowledged before me this 11 day of March, 20 15, by Gregory W. and Dorothea Stephens who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

PAMELA JO HATLEY
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF094161
Expires 1/16/2018

Notary Seal/Stamp

APPOINTMENT OF AGENT

CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA

I, Gregory W. and Dorothea Stephens, the owner(s) in fee simple of the below described real property hereby appoint Pamela Jo Hatley as my (our) agent to file required petitions, sign required documents, make representations as to issues of fact and to appear, as may be necessary, before the appropriate City of Brooksville authority. My agent shall also have the authority to commit myself as owner to the necessary future performance conditions as may be directed by the appropriate City authority as a condition of granting my petition.

(Insert Legal Description Below)

West 1/2 of NE 1/4 of SW 1/4 of Section 23, Township 22 S., Range 19 E., Hernando County, Florida, lying South of Liberty Street extension. Property appraiser parcel key: 01255091

CITY OF BROOKSVILLE
COUNTY OF ~~HERNANDO~~ Hillsborough
STATE OF FLORIDA

I, Pamela Jo Hatley, being duly sworn, hereby depose and say Gregory W. and Dorothea Stephens ~~is~~ are the owners of the herein described property to-wit: W 1/2 of NE 1/4 of SW 1/4 of S. 23, T. 22 S., R. 19 E, Hernando County, FL, lying S. of Liberty St. extension.

Signature _____ Print Name Pamela Jo Hatley Date 3-11-15

Application for Zoning Map Amendment
Applicant: Gregory W. and Dorothea Stephens
Location: E. Liberty Street and Cleveland Avenue
Parcel key: 01255091
Request: From R-3 Residential to C-4 Neighborhood Commercial

Narrative

Introduction.

Gregory and Dorothea Stephens own the historic Saxon Scarborough House, located at 200 S. Saxon Avenue, Brooksville, where they operate a thriving destination wedding venue, Saxon Manor Weddings and Events. They also own the former Roger's Christmas House Village located at 103 S. Saxon, Brooksville. Mr. and Mrs. Stephens have leased the main area of the former Christmas House to the Tilted Teacup Tea Room and Boutique, and they use the remainder in conjunction with their wedding events business.

In November 2013 Mr. and Mrs. Stephens purchased the subject parcel, which consists of 7.7 acres of wooded land located on Liberty Street east of the Saxon House and adjoining the former Christmas House parcel. The Stephens constructed a traditional red barn structure on the property, and they wish to use the barn as an additional option for banquets and wedding receptions in conjunction with their existing wedding venue business. The proposed amendment to the City of Brooksville's Zoning Map would amend the zoning designation of the subject parcel from R-3 Residential to C-4 Neighborhood Commercial, which would accommodate commercial use of the subject parcel as a wedding banquet and reception venue.

General description of proposed amendment.

The request is for an amendment to the City of Brooksvill's Zoning Map. The subject parcel is located on E. Liberty Street at Saxon and Cleveland, and consists of 7.7 acres. The parcel is currently designated Mobile Home-Multifamily Residential on the Future Land Use Map of the City of Brooksville Comprehensive Plan. However, the Stephens have submitted an amendment application to change the land use designation of the parcel to Commercial. The Planning and Zoning Commission is scheduled to consider the Stephens' FLUM amendment request on March 11, 2015. The City Council first and second readings are scheduled for April 6, 2015 and April 20, 2015.

The subject parcel is developed with a 5,000 square-foot traditional red barn structure (see attached photographs); but is otherwise wooded and undeveloped. The Stephens intend to allow the parcel to remain wooded in order to provide a pristine natural, rustic setting for wedding banquets and receptions. Adjacent existing land uses are

commercial, undeveloped, multi-family, and vacant public housing. Adjacent zoning districts are C-3 Commercial on the north and west, and R-3 Residential on the east and south.

The existing MH-MF Residential land use designation and R-3 zoning of the subject parcel permits development of residential densities up to 18 dwelling units per acre. Pursuant to section 2-1.2. C.1.f. of the City of Brooksville's Land Development Code, "the R-3 zoning district is designed to permit higher-density single lot, principal building residential development allowing both single-family and multiple family dwellings." LDC Section 2-1.2 C.2.e. provides "the C-4 district is designed to permit the development of local commercial areas which are properly located in regard to both adjacent streets and surrounding residential areas and is intended to serve local neighborhood needs through the provision of easily accessible convenience goods and personal services." Banquet and reception halls are a permitted use in the C-4 zoning district.

The City of Brooksville Comprehensive Plan, Future Land Use Element, policy 1-5, provides that "Lands classified as commercial use shall be used for the sale, rental, and distribution of products or performance of services. The maximum allowable commercial intensity will be 0.70 floor area ratio and 70% lot coverage..." The proposed commercial use is for an existing 5,000-square foot traditional barn structure to serve as a wedding reception venue. The existing 5,000-square foot structure on the 7.7-acre subject parcel represents a floor area ratio of .015.

Mr. and Mrs. Stephens are requesting to amend the future land use designation and zoning of the subject parcel MH/MF to Commercial and from R-3 Residential to R-4 Neighborhood Commercial in order to supplement and expand their existing wedding event business. If approved, the Commercial future land use designation will support the instant C-4 commercial zoning request. In turn, C-4 zoning will accommodate expansion of the Stephens' business and their intended use of the subject parcel as a banquet and reception venue in conjunction with Saxon Manor Weddings and Events.

A. Analysis of impacts of the amendment:

1. Fiscal impact on the City's finances.

   The intended improvements and commercial use of the subject parcel will result in a higher assessed value and corresponding increased tax revenue for the City. The business expansion in the form of additional wedding reception options is expected to appeal to a broader base of potential clients. The wedding event business attracts clients from all over Florida and other states, and the Stephens' business expansion will result in bringing more out-of-town visitors to the City of Brooksville. These out-of-town visitors will represent not only additional business for the Stephens' wedding venue, but will also represent broader exposure and economic development opportunities for many other Brooksville merchants and businesses. Thus, the proposed zoning map amendment is likely to have a positive fiscal impact on the City's finances.

2. Impact on public facilities.

The subject parcel is considered an urban infill development site. Use of the subject parcel as a banquet and reception venue will require public water and sewer, which are already available to the site. A concurrency application has been submitted along with this rezoning request. Events at the barn venue will be catered by local businesses, as they currently are for such events at the existing Saxon Manor venue. The addition of the barn reception venue is not expected to result in significant impacts to public water and sewer facilities.

Use in conjunction with the Stephens' existing wedding and events business is not expected to result in significant impacts on public roadways because the new barn reception venue will only add the option of a wedding reception in a natural rustic setting at the barn instead of in an elegant Victorian setting at Saxon Manor. Even though the average number of events on an annual basis is expected to increase due to the additional choice of a barn wedding reception, the events are held on weekends and non-peak hours. Thus, the addition of the barn reception venue is not expected to result in significant impacts to public road facilities.

3. Impact on environment and natural resources.

The subject parcel is intended to be developed only minimally with the existing barn structure and any site improvements necessary to support use as a banquet and wedding reception venue. The site is heavily wooded in pines and hardwoods, with palmetto understory. There are no wetlands or other surface waters onsite. The parcel is located in Special Flood Hazard Area "X," exhibiting minimal flood potential. Drainage is provided through existing culverts located along the parcel boundary adjacent to Liberty Street. However, development will be required to meet the stormwater management permitting requirements of state agencies and the City of Brooksville. The addition of the existing barn structure as a wedding reception venue is not expected to result in significant impacts to environment and natural resources.

B. Analysis of degree of consistency with the City's comprehensive Plan.

Section 163.3194(3)(a), Florida Statutes, states that "A development order...shall be consistent with the comprehensive plan if the land uses, densities or intensities, and other aspects of development permitted by such order or regulation are compatible with and further the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government." The instant rezoning request is compatible with and furthers the following objectives and policies of the City of Brooksville Comprehensive Plan:

Future Land Use Element, Goal 1: To ensure that the character, magnitude, and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical, and economic environment, and enhances the quality of life of all residents.

The proposed zoning map amendment is consistent with this goal and the related objectives and policies because it will allow commercial use of the subject parcel in conjunction with the Stephens' existing business. The character, magnitude, and location of the proposed use is consistent with orderly growth and development

because it will permit the contiguous expansion of an already thriving business. The proposed use will achieve a balanced natural, physical, and economic environment because the subject parcel is adjacent to the Stephens' existing business parcels, and will create a unified, integrated site to support business expansion. The economic opportunities related to the expansion of the Stephens' existing wedding and event business will enhance the quality of life of all residents by promoting business and economic development throughout the City of Brooksville.

Future Land Use Element Policy 1-5: Commercial. Lands classified as commercial use shall be used for the sale, rental, and distribution of products or performance of services. The maximum allowable commercial intensity will be 0.70 floor area ratio and 70% lot coverage..."

The proposed commercial use is for an existing 5,000-square foot traditional barn structure to serve as a wedding reception venue. The existing 5,000-square foot structure on the 7.7-acre subject parcel represents a floor area ratio of .015, which is well under the maximum allowable commercial intensity and lot coverage.

Future Land Use Element Policy 2-9: Require central water and sewer systems for new urban developments, which are designed to be compatible with future public utility systems.

The proposed zoning map amendment is consistent with this policy because central water and sewer exist and are available to the subject parcel.

Future Land Use Element Policy 2-11: Direct urban growth by providing community facilities in prime expansion areas, and withhold these facilities from areas in which growth is to be discouraged.

The proposed zoning map amendment is consistent with this policy because the subject parcel is located in an urban infill area.

Future Land Use Element Policy 2-14: Promote development of commercial areas that are convenient to the public, and well integrated into the transportation system and surrounding land uses.

The proposed zoning map amendment is consistent with this policy because the subject parcel is well served by adjacent public roads.

Future Land Use Element Policy 2-16: Discourage commercial activities from locating in wetlands, 100-year floodplains and delineated conservation areas through the use of proper site plan procedures and adopted floodplain management policies in the Conservation Element of [the comprehensive] plan.

The proposed zoning map amendment is consistent with this policy because the subject parcel is not located in a floodplain or delineated conservation area, and has no onsite wetlands.

Future Land Use Element Policy 3-6: The development of all land uses shall be timed and staged in conjunction with provision of roads, sanitary sewer, solid waste, drainage, potable water, schools, and parks and recreation.

The proposed zoning map amendment is consistent with this policy because the subject site is adequately served by public roads, potable water, sanitary sewer, drainage, and solid waste. The proposed commercial development will have no impact on schools, and no significant impact on existing parks and recreational facilities.

Economic Development Element, Goal 5: Diversify the area's economic base, increase sales receipts and heighten business profitability. Enable growth and development within that economic base. Establish the downtown area as a focal point for the community to attract more shoppers and visitors for longer periods of time and from a wider geographic area.

The proposed zoning map amendment is consistent with this goal and the related objectives and policies because it will allow commercial use of the subject parcel, which will support expansion of the Stephens' existing wedding and event business. The wedding and event business attracts clients from a broad geographic area, both within and outside of Florida. The additional options of either a traditional rustic barn or classic Victorian reception venue will appeal to a broader base of clients. The existing wedding event business represents a unique and diverse addition to the city's economic base, and offers opportunities for the wedding parties and guests to explore the City of Brooksville and patronize other local businesses. By allowing the existing business to expand, this zoning map amendment will promote increased sales and business profitability throughout the City of Brooksville.

C. Analysis of impact of the zoning map amendment on the City's ability to provide adequate public facilities.

The Stephens' existing wedding and event business typically hosts such events only on weekends, with an average of about 75 to 100 guests per event. Impacts on the City's roadways is expected to be minimal because site usage will be on weekends and off-peak hours only. Moreover, compared to the increase in transportation impacts if the site were to be developed under its current MH/MF land use designation with up to 18 units per acre, the proposed zoning map amendment represents no negative impact on the City's ability to provide adequate transportation facilities.

The business will be served by public water and sewer, which is already available to the subject site. The proposed zoning map amendment will allow expansion of the existing business to include an additional reception venue choice. This additional reception venue is expected to generate more events because of the appeal to a broader potential client base. However, since such events are scheduled only on weekends, the number of events per calendar year is naturally constrained by the number of weekends available per year.

The Stephens' existing business generates an annual average of 4 events per month. With the expansion allowed by the proposed zoning map amendment, the Stephens goal is to increase their business to an annual average of 8 events per month; one on Saturday and one on Sunday. The average number of guests at each event is 75 to 100. With the additional events due to expansion of the business, plus landscaping irrigation on the subject parcel, water usage is expected to increase by only about 25,000 gallons per year. Thus, the impact on the City's ability to provide water and sewer services is minimal. Moreover, compared to the increase in water usage if the site were to be developed under its current MH/MF land use designation with up to 18 units per acre, the proposed zoning map amendment represents no negative impact on the City's ability to provide adequate public water and sewer facilities.

Conclusion.

Mr. and Mrs. Stephens request approval of their proposed amendment to the City of Brooksville Zoning Map, to amend the zoning of the subject parcel from R-3 Residential to C-4 Neighborhood Commercial, in order to accommodate commercial use of the subject parcel as a wedding event reception venue. The request is consistent with and furthers the goals, objectives, and policies of the City of Brooksville Comprehensive Plan.

Date: 3-11-15

Submitted by: _____
Pamela Jo Hatley, PhD, JD
Agent for Gregory and Dorothea Stephens

Attachment 3

STATE OF FLORIDA PROFESSIONAL ENGINEER No. 49997

COFFIN & McLEAN ASSOC., INC.
Professional Land Surveying
3701 Commercial Way
P.O. Box 5145
Spring Hill, FL 34611-5145
(352) 683-5993 FAX = (352) 683-9156

MAP OF SURVEY, BOUNDARY SURVEY

CERTIFIED TO THE FOLLOWING ONLY:
GREGORY W. & DOROTHEA STEPHENS

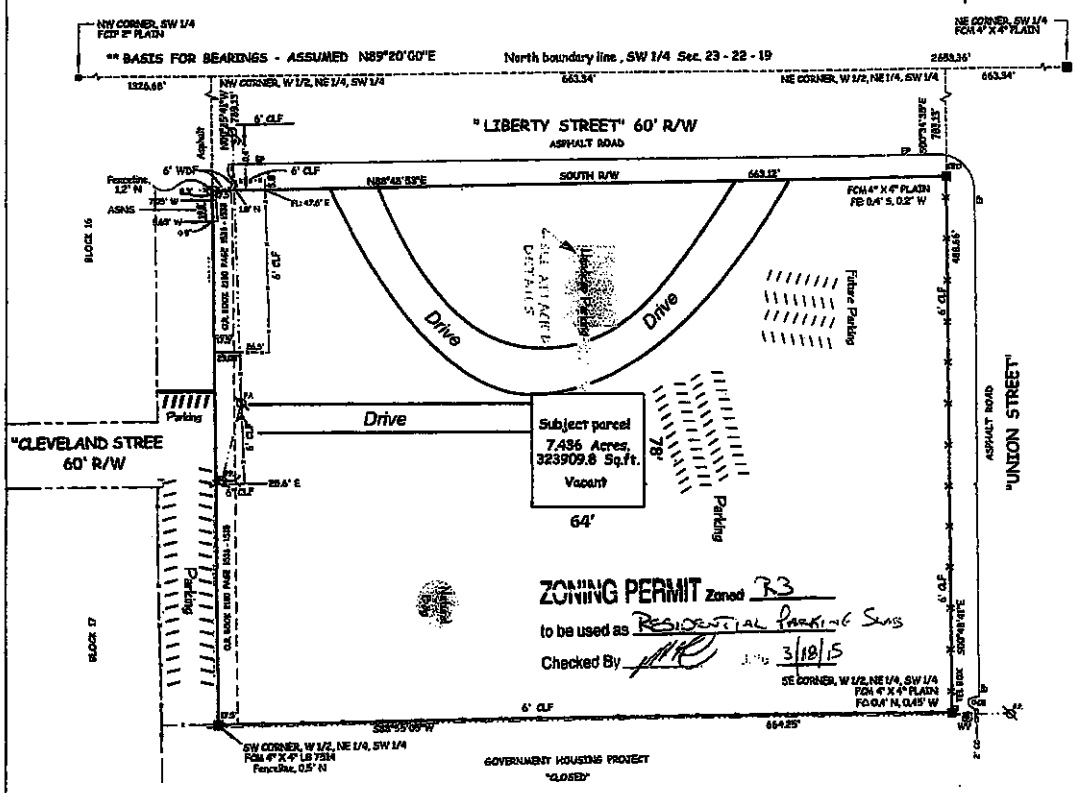
Party Chief:	J.COFFIN	W.O.	14-30
Drawn By:	GORDON	DATE:	01-27-14
Checked By:	J.COFFIN	F.B.	841 PG.74-78,78-79

SECTION: 23 TOWNSHIP: 22 S. RANGE: 19 E

SURVEY DESCRIPTION: O.R. BOOK 3054 PAGE 925

ALL THAT PORTION OF THE WEST 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 19 EAST, HERNANDO COUNTY, FLORIDA, LYING SOUTH OF LIBERTY STREET EXTENSION, AS DESCRIBED IN O.R. BOOK 2180 PAGE 1536 THROUGH 1538, INCLUSIVE OF THE PUBLIC RECORDS OF HERNANADO COUNTY, FLORIDA.

SCALE: 1" = 100'



ZONING PERMIT Zoned R3
to be used as RESIDENTIAL PARKING SLAB
Checked By MKC 3/18/15

NOTE:
VERIFY FLOOD ZONE INFORMATION WITH COUNTY PRIOR TO CONSTRUCTION.

SURVEYOR NOTES

1. Survey based on the description furnished by the client and without benefit of a title search.
2. Bearings shown hereon are assumed by this Surveyor and Mapper in accordance with the Record Plat or Deed and the location of the line used for the "**BASIS FOR BEARINGS" is depicted by ** next to the bearing.
3. Underground utilities and improvements not located or shown.
4. There are no visible encroachments unless shown hereon.
5. The ownership of fences, if any, which exist on or near property lines is not known by this Surveyor and Mapper.
6. Fences located near the property line are not to scale. The distances shown as ties to said fences are correct.
7. The distances shown hereon as ties to existing occupation are at right angles to subject property line.
8. Gutters, overhangs, underground foundations and irrigation systems are not located unless shown hereon.
9. The property shown hereon may be subject to the Rules, Regulations, Ordinances and/or Jurisdictions of Local, State, and/or Federal Agencies. The requirements of said Rules, Regulations, Ordinances and/or the limits of said Jurisdictions are not shown hereon, unless stated otherwise.
10. Prior to construction and/or reliance on Flood Zone Note, the County Building Department should be contacted for verification of Flood Zone.
11. All easements shown hereon are for drainage and/or utilities unless shown otherwise.
12. The property shown hereon is subject to Reservations, Restrictions, and Easements of Record and not of Record.
13. THE TIES TO PROPERTY LINES ARE CALCULATED FROM FIELD MEASUREMENT UNLESS OTHERWISE SHOWN AND ARE PERPENDICULAR TIES.

ABBREVIATIONS LEGEND

AC Air Conditioner
ABS Abandoned Septic System
AB Above Ground Level
AIP Above Ground Pool
ALUM Aluminum
ASHS Aluminum Shed No Slab
ASOS Aluminum Shed on Slab
BLDG Building
BR Benchmark
BWF Barbed Wire Fence
C Calculated from Record Information
CI Curve #1
CATV Cable Television Box
CB Catch Basin
CBS Concrete Block Structure
CC Concrete Curb
CE Covered Entry
CLF Chain Link Fence
CLP Concrete Light Pole
CM Concrete Monument
CMP Corrugated Metal Pipe
CONC Concrete
CP Carport
CPP Concrete Porch
CPPD Concrete Pool & Deck
CR County Road
CW Concrete Walk
D DISC
DT Drop Inlet
DL Decorative Ledge
DRA Drainage Retention Area
DRW Drainage Right-of-way
DW Decorative Window
DWL Decorative Wall
EB Electric Box
EL Elevation
EOB Edge of Unbroken Road
F Field Measurement
FB Field Book
FC Found Corner
FCIP Found Capped Iron Pipe
FCIR Found Capped Iron Rod
FCM Found Concrete Monument
CE Found Cross Cut
FD Found Disc
FDH Found Drill Hole
FI Found Iron
FIP Found Iron Pipe
FIR Found Iron Rod
FL Found Nail
FPKNAIL Found PK Nail & Disk
FS Florida Seam
GP Gas Pole
GW Guy Wire
HCP Handicap Parking Sign
HWP Hay Wire Pole
JBV Junction Box Box
LAKE Lake
L-1 Line #1
LS Land Surveyor Business
LP Light Pole
LS Land Surveyor
MEF Metered End Section
MH Manhole
MOB Mail Box or Post
MP Meter Pole
N73 Not to Scale
North American Vertical Datum
NGP No Glass Pole
NGVD National Geodetic Vertical Datum
OE Overhead Electric Wire
OG Original Ground
OTV Overhead Television Wire
OTW Overhead Telephone Wire
PB Pull Box
PE Pole Power
PC Point of Curvature
POB Point of Beginning
POC Point of Commencement
PP Power Pole
PPP Pool Pump & Filter
PSC Point of Reverse Curve
PSM Professional Surveyor Mapper
PT Point of Tangency
PVMT Pavement
R Record Plat or Deed
RCP Reinforced Concrete Pipe
RIS Rod No Slab
RIS Rod on Slab
RSS Rod over Slab
ROW Road over Wheel
RZ Regional Resource Zone
R/W Right of Way
SCE Screened Covered Entry
SDS Section
SCPP Screened Enclosed Concrete Pool
SFPP Screened Enclosed Fiberglass Pool
SPP Screened Enclosed Pool
SVPP Screened Enclosed Vinyl Pool
SCP Screen Over Porch Residence
SOS Set Over Slab
SP Security Pole
SR Screen Room
SW Screen Porch
SS Septic Tank
SRCP Screened Roof Over Slab
STA Station
STY Story
SUB Subdivision
SVE Screen & Vinyl Enclosure
TBM Temporary Bench Mark
TOB Top of Bank
TOS Top of Slope
TRANS Transformer
TWP Township
TYP Typical
UGPS Underground Power Service
VP Vent Pipe
WF Wood Fence
WFS Wood Frame Shed No Slab
WFSOS Wood Frame Shed On Slab
WM Water Meter
WO Work order
WRF Wood Rail Fence
WV Water Valve
YL Yard Light

CONTROL & CORNER LEGEND

○ Set 5/8" Iron Rod LB# 5232 □ Set 4" x 4" C.M. LB# 5232

Elevations Shown Refer to: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Assumed Datum.

THIS CERTIFIES THAT A SURVEY OF THE PROPERTY DESCRIBED HEREON, WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 (formerly 61G17-6) FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. AND, THAT THE MAP HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF, TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

JAMES W. COFFIN,
Professional Surveyor & Mapper
Florida Registration # 3882
Coffin & McLean Assoc., Inc. LB #5232

1-28-14
DATE OF LAST FIELD WORK

OFFICE USE ONLY: C:\DWG\2014\NEW\30-14\14-30\14-30.DWG LAST PLOTTED: 02-04-14

Flood Plane Certification:
According to this F.I.R.M. Map, Community Panel: 12053C 0192 D
Dated: 02-02-12
This property appears to be in Flood Zone "X".
Contact City of Brooksville for more information.

REVISIONS	DATE

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND NOT VALID.

Disk CR5

AGENDA ITEM NO. G-2
6/15/15

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR

FROM: STEVE GOULDMAN, AICP, CITY PLANNER

SUBJECT: RESOLUTION NO. 2015-06 - GREGORY W. STEPHENS, DBA SAXON EVENTS ALCOHOLIC BEVERAGE PERMIT

DATE: JUNE 15, 2015

GENERAL SUMMARY/BACKGROUND: This request is for an Alcoholic Beverage Permit for property located at 103 and 200 South Saxon Avenue (Parcel Key Numbers 00009207, 00491907 and 01255091). Specifically, the petitioner, Gregory W. Stephens, dba Saxon Events seeks an 11-C Alcoholic Beverage Permit to allow for the sale and consumption of beer and wine and liquor on the licensed premises in association with a Wedding and Special Occasion Reception Hall. The subject parcels are zoned C2, Highway Commercial District and C4, Neighborhood Commercial Districts. Both zoning districts allow wedding and special occasion halls as well as retail sales, offices and restaurants.

Staff reviewed the application in conjunction with the criteria established in Article IV of the City of Brooksville Land Development Code.

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

LEGAL REVIEW: The public hearing is required pursuant to Article IV, Section 4-8.9.of the City's Land Development Code. The public hearing is intended to provide persons having either supporting or opposing interest in the application to appear and be heard. The City Attorney has reviewed the Resolution for legal sufficiency. The petitioner submitted this application on April 14, 2015.

STAFF RECOMMENDATION: After accepting public input, it is recommended that City Council find that the petition meets the criteria of Article IV of the City of Brooksville Land Development Code for receiving an 11-C Alcoholic Beverage Permit. Further, staff recommends City Council approve the issuance of said permit.

ATTACHMENTS:
1. Resolution 2015-06
2. Alcoholic Beverage Location Permit Application

Attachment 1

RESOLUTION 2015-06

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING AN APPLICATION FOR BEER, WINE AND LIQUOR FOR SALE AND CONSUMPTION ON THE LICENSED PREMISES (11-C) FOR PROPERTY LOCATED AT 103 AND 200 SOUTH SAXON AVENUE, BROOKSVILLE, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the business located at 103 and 200 South Saxon Avenue (Parcel Key Numbers 00009207, 00491907 and 01255091), Brooksville, has applied for permission to sell beer, wine and liquor for consumption on and off the licensed premises; and

WHEREAS, Article IV, Section 4-8.9.C of the City of Brooksville's Land Development Code requires that an application for permission to sell beer, wine and liquor for consumption on the licensed premises shall be presented to City Council and considered for approval by resolution; and

WHEREAS, the City Clerk has advertised a Notice of Public Hearing to consider this resolution to allow for the sale and consumption of beer, wine and liquor on the licensed premises at the subject location; and

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

WHEREAS, Council has considered all objections made to allowing the sale and consumption of beer, wine and liquor on the licensed premises at the subject location.

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

SECTION 1 This application meets the criteria for approving the use as set forth in Article IV, Section 4-8.9.C of the City of Brooksville's Land Development Code.

SECTION 2 This application to permit an 11-C license for on premise consumption for the property located at 103 and 200 South Saxon Avenue (Parcel Key Numbers 00009207, 00491907 and 01255091), Brooksville, Florida, is hereby approved.

SECTION 3 This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

ADOPTED in regular session this 15th day of June, 2015.

CITY OF BROOKSVILLE

By: _____
Frankie Burnett, Mayor

ATTEST:_____
Janice L. Peters, CMC
City Clerk

VOTE OF CITY COUNCIL

Burnett ___
Battista ___
Erhard ___
Johnston ___
Kahler ___

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

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

Attachment 2

CITY OF BROOKSVILLE

ALCOHOLIC BEVERAGE USE PERMIT APPLICATION

Land Development Code; Article IV

APR 07 2015

Permit Type (check one):

[✓] *On-site premise consumption; presented to City Council by Resolution.*

[ ] *Off-site premise consumption; administrative review only.*

[ ] *Temporary event permit; administrative review only.*

License Classification: _____

Business Location: 200 S. Saxon Ave.

Legal Description: Subdivision _____ Lot _____ Block _____

R23-122-19-1200-0170-0010 [✓] See Attached

Applicant Information:

[✓] *Applicant*

Name: Gregory W. Stephens

d/b/a: Saxon Events

Address: 200 S Saxon Ave Brooksville FL 34601

Phone: 813-997-7333

Fax: _____

Email: SuncoAst Cabinets@Yahoo.

[✓] *Property Owner* *

Name: _____

d/b/a: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

**If the applicant is not the property owner, submit a written consent from the owner along with this application.*

[ ] Written consent from property owner attached, if applicable. [✓] Not Applicable

[ ] Application Fee in the amount of $75.00 attached. (Per City Policy 1-90)

pc: Steve 4-7-15

Applicant's Statement:

I certify that I have not been convicted of any felony under Florida law or the laws of the United States; that I have not been convicted of any misdemeanor relating to prostitution, obscenity, nuisance, indecent exposure, disorderly conduct, or gambling; and that I have not previously had a license for the sale of alcoholic beverages revoked by Florida's Department of Business & Professional Regulation, Division of Alcoholic Beverages and Tobacco.

Gregory W. Stephens
Applicant's Name (Print or Type)

Applicant's Signature

3-25-2015
Date

If you have any questions concerning this application, please contact the City of Brooksville Community Development Department at (352) 540-3810.

FOR DEPARTMENT USE ONLY

Administrative Review (for off-site premise consumption or for temporary event):

I have reviewed the above application for an Alcoholic Beverage Use Permit and have determined that it meets all requirements of Article IV, Part 4-8, of the City Code.

Administrator's Name (Print or Type)

Administrator's Signature

Date

Council Review (for on-site premise consumption only):

City Council hearing date: _____ Resolution No. _____

Council Recommendation: [ ] Approve [ ] Approve with conditions [ ] Deny

F:\Bgeig\Alcoholic Beverage Location Permits\Alcoholic Beverage Use Permit Application (March 2012).doc

AGENDA ITEM NO. H-1
6/15/15

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER

SUBJECT: RESOLUTION 2015-08 – APPLICATION FOR MAIN STREET PROGRAM

DATE: JUNE 8, 2015

GENERAL SUMMARY/BACKGROUND: For some time, City staff has been researching and exploring applying for approval of a Main Street Program designation through the State of Florida Main Street Program to be used in the City of Brooksville.

City and County Staff, members of the Brooksville Vision Foundation, Inc. along with interested members of the private sector have previously met with Ronni Woods, Executive Director of Florida Main Street Program and most recently organizers of the highly successful Leesburg Main Street Program. We have agreed that the development and implementation of a Main Street Program in the City of Brooksville would be economically and financially beneficial to our community.

The Main Street Program has been utilized across the State of Florida and across the nation as a foundation for local initiatives for long-term comprehensive, preservation-based community revitalization. The Main Street Program uses a "Main Street Four Point Approach" as a preservation-based economic development tool with the "Four Points" being organization, promotion, design and economic restructuring.

Some of the cities in our region that enjoy a successful Main Street Program include Leesburg, New Port Richey, Ocala, Zephyrhills and Winter Haven.

BUDGET IMPACT: This Resolution adoption does not have or require any monies or allocations.

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

STAFF RECOMMENDATION: Staff recommends approval of Resolution 2015-08 supporting the application of the Brooksville Vision Foundation, Inc. for a Main Street Program designation in the City of Brooksville.

ATTACHMENTS: Resolution 2015-08

APPROVED BY BROOKSVILLE CITY COUNCIL
ON 6/15/15 INITIALS JP

RESOLUTION 2015-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING PARTICIPATION IN THE FLORIDA MAIN STREET PROGRAM, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Main Street Program (Program) has been created to assist Florida communities in developing public-private efforts to revitalize their "Main Street" areas; and,

WHEREAS, the Secretary of State will select a number of communities to participate in the Program in the upcoming year.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE that the City hereby endorses submission by the Brooksville Vision Foundation, Inc. of an application to participate in the Program with the specific goal of revitalization within the context of the Main Street Approach.

BE IT FURTHER RESOLVED that the City agrees to support that local Main Street program and participate in its activities.

ADOPTED in regular session this 15th day of June, 2015.

CITY OF BROOKSVILLE

By: _____
Frankie Burnett, Mayor

ATTEST:_____
Janice L. Peters, CMC
City Clerk

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

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

VOTE OF CITY COUNCIL

Battista	___
Burnett	___
Erhard	___
Johnston	___
Kahler	___

AGENDA ITEM NO. H-2
6/15/15

AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER

SUBJECT: GRS ACTUARIAL SERVICES AGREEMENT AND TASK ORDER 2

DATE: JUNE 8, 2015

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

On December 2, 2013, the City Council approved the attached Actuarial Services Agreement and Task Order 1 (review of the Firefighters Pension Chapter Plan). The Agreement and Task Order 1 is provided as Attachment 1. At that time, Council stated that they would consider Task Order 2 at a later date.

Following the completion of Task Order 1, Council asked that staff return with Task Order 2 (review of the Police Pension Chapter Plan) for consideration.

We have confirmed with GRS that they will honor the terms of the previously negotiated Agreement and Task Order 2. They have also agreed to honor the prior proposed/negotiated billable rate for services; even though their current billable rate is approximately 8-10 percent higher than the 2013 listed rate.

Task Order 2 estimates the cost of the study between $15,000 and $30,000 for review/study of the Plan and additional dollars for each alternative design plan. This is the same pricing structure used in Task Order 1.

Monies are currently available in the FY2015 budget in the amount of $30,000 should Council choose to move forward with this Task Order. Costs beyond that will require Council approval.

If City Council desires to move forward with Task Order 2, staff requires the approval of an Amended Actuarial Services Agreement with GRS and Task Order 2. Both documents are provided for Council's review and consideration in Attachment 2.

BUDGET IMPACT: Monies are available in the FY2015 Budget for Actuarial Services in the amount of $30,000. Monies would need to be carried-forward/approved within the FY2016 budget for service costs not completed by September 30, 2015.

APPROVED BY BROOKSVILLE
CITY COUNCIL
ON 6/15/15 INITIALS TP

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

STAFF RECOMMENDATION: If Council desires to move forward with review of the Police Pension Chapter Plan, staff recommends approval of the Amended Actuarial Services Agreement and Task Order 2.

ATTACHMENTS:
1. Actuarial Services Agreement & Task Order 1 (previously approved)
2. Amended Actuarial Services Agreement & Task Order 2

Attachment 1

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

This Agreement made as of this **2nd** day of, **December**, **2013**, by and between the **City of Brooksville**, Florida - (the "CITY"), and **Gabriel Roeder Smith & Co.**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **One East Broward Blvd., Suite 505, Ft. Lauderdale, FL 33301**, Phone: **(954) 527-1616**, Fax: **(954) 525-0083**.

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

ARTICLE 1 - SERVICES

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

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

ARTICLE 2 - SCHEDULE

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

Date of Council approval of Task Order(s): December 2, 2013 - Task Order 1

Date of Required Completion: December 2, 2014

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed at rates as outlined in the RFQ, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.

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

C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further

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

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

ARTICLE 4 - TERMINATION

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

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

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

C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY. Proprietary information, internal work papers, software and source code are excluded.

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

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

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

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14 - CONTRACT ASSIGNMENT

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

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

ARTICLE 15 - AMENDMENT

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

ARTICLE 16 - ENFORCEMENT COSTS

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

ARTICLE 17 - AUTHORITY TO PRACTICE

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

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

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

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

ARTICLE 20 - MODIFICATION

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

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

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

ARTICLE 21 - CONTRACT DOCUMENTS

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

A. Advertisement for Bids.

B. Special Instructions and Conditions

C. General Instructions and Conditions

D. Minimum Technical Specifications

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

G. Addendums (if any)

H. Performance & Payments Bonds (if required)

I. Change Orders (if any)

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

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

ARTICLE 22 - VENUE

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

ARTICLE 23 - NOTICE

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

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

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

CITY CLERK

Attest: _____
Janice L. Peters, CMC
City Clerk

CITY OF BROOKSVILLE, FLORIDA

By: _____
Kevin Hohn, Mayor

Contractor Witnesses:
(2 REQUIRED)

Witness: LORETTA SMITH
Name

_____
Signature

Witness: Diane C. Morales
Name

_____
Signature

Contractor:

GABRIEL, ROEDER, SMITH & CO.
Business Name

By: _____
Signature

THEORA BRACCIALARGHE
Print Name and Title
REGIONAL DIRECTOR

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

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

TASK ORDER
No. 2013-1
Fire Pension

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

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

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

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

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

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

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

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

Task 3. **Prepare 30-Year Projection of Baseline**

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

Benchmark Retirement Benefits

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

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

Task 4. **Alternative Scenario Proposals**

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

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

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

2. ACKNOWLEDGMENT OF USE OF NECESSARY CONSULTANTS.

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

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

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

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

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

(b) The firms shall submit itemized hourly statements for all work on a monthly basis; and

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

Authorized by:

Henrique Vormann Valho

Title: Contract Administrator

Date: 12/2/13

And accepted by:

T. Braccialarghe

Gabriel Roeder Smith & Company

Date: 12-10-13

Attachment 2

AGREEMENT FOR CONTRACTOR SERVICES
CITY OF BROOKSVILLE ACTUARIAL SERVICES
RFP NO.: CC2013-02
"AS AMENDED"

This Agreement made as of this **2nd** day of, **December**, **2013**, by and between the **City of Brooksville**, Florida - (the "CITY"), and **Gabriel Roeder Smith & Co.,** authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is **One East Broward Blvd., Suite 505, Ft. Lauderdale, FL 33301**, Phone: **(954) 527-1616**, Fax: **(954) 525-0083**.

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

ARTICLE 1 - SERVICES

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

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

ARTICLE 2 - SCHEDULE

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

Date of Council approval of Task Order(s): December 2, 2013 - Task Order 1
Date of Council approval of Task Orders(s): June 15, 2015 - Task Order 2

Date of Required Completion: December 2, 2014
Date of Required Completion: June 15, 2016

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed at rates as outlined in the RFQ, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.

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

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

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

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

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

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

C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY. Proprietary information, internal work papers, software and source code are excluded.

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

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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.

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

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

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

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

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood

and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

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

All deliverables generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or

other submission of deliverables produced for or as a result of this bid/proposal in addition to paper documents.

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

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

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

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

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

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

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

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written

consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 15 - AMENDMENT

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

ARTICLE 16 - ENFORCEMENT COSTS

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

ARTICLE 17 - AUTHORITY TO PRACTICE

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

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

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

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the

Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 20 - MODIFICATION

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

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

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

ARTICLE 21 - CONTRACT DOCUMENTS

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

A. Advertisement for Bids.

B. Special Instructions and Conditions

C. General Instructions and Conditions

D. Minimum Technical Specifications
E. Bid Forms
Bid Certification Form
Drug-Free Workplace Certification
Public Entity Crimes Statement

G. Addendums (if any)

H. Performance & Payments Bonds (if required)

I. Change Orders (if any)

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

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

ARTICLE 22 - VENUE

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

ARTICLE 23 - NOTICE

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

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

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

and if sent to the CONTRACTOR shall be mailed to:

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

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

CITY CLERK

Attest:_____
Janice L. Peters, CMC
City Clerk

CITY OF BROOKSVILLE, FLORIDA

By:_____
Frankie Burnett, Mayor

Contractor Witnesses:
(2 REQUIRED)

Witness: _____
Name

_____
Signature

Witness: _____
Name

_____
Signature

Contractor:

_____
Business Name

By: _____
Signature

_____
Print Name and Title

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

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

TASK ORDER
No. 2013-2
Police Pension

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

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

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

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

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

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

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

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

Task 3. **Prepare 30-Year Projection of Baseline**

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

Benchmark Retirement Benefits

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

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

Task 4. **Alternative Scenario Proposals**

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

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

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

2. **ACKNOWLEDGMENT OF USE OF NECESSARY CONSULTANTS.**

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

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

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

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

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

(b) The firms shall submit itemized hourly statements for all work on a monthly basis; and

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

Authorized by:

_____

Title: Contract Administrator

Date: _____

And accepted by:

J. Bruccielaraghe

Gabriel Roeder Smith & Company

Date: 5-28-15

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – June 15, 2015

1. TYPE: Letter
   DATED: May 26, 2015
   RECEIVED FROM: GPI Greenman-Pedersen, Inc.
   ADDRESSED TO: Richard Radacky, Director of Public Works
   SUBJECT: Pavement Managemet Plan FY2014-15 - June 2015 Progress Report

2. TYPE: Letter
   DATED: May 26, 2015
   RECEIVED FROM: Withlacoochee Regional Water Supply Authority
   ADDRESSED TO: Michael Babb, Chairman, SWFWMD
   SUBJECT: Proposed Relocation of the District Office

3. TYPE: Letter
   DATED: May 28, 2015
   RECEIVED FROM: Florida Department of Transportation
   ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
   SUBJECT: Suncoast Parkway 2 - U.S. 98 to S.R.44 Design Public Hearing

4. TYPE: Letter
   DATED: June 5, 2015
   RECEIVED FROM: Southern Hills Plantation I Community Development District
   ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
   SUBJECT: Proposed Fiscal Year 2015/2016 Budget

5. TYPE: Letter
   DATED: June 5, 2015
   RECEIVED FROM: Southern Hills Plantation III Community Development District
   ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
   SUBJECT: Proposed Fiscal Year 2015/2016 Budget

NOTE: COPIES OF ALL CORRESPONDENCE ON FILE IN THE OFFICE OF THE CITY CLERK

GPI Greenman-Pedersen, Inc.

ENGINEERING | SURVEYING | ENVIRONMENTAL | COATINGS | CONSTRUCTION INSPECTION

May 26, 2015

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

Subject: Pavement Management Plan FY2014-15 - June 2015 Progress Report

Background

GPI received the Notice to Proceed for the selected 2014 pavement projects on February 20, 2014. The streets selected were: Daniel Avenue, from Main Street to the CSX Railroad; Chatman Boulevard, from Broad Street west to the end; Brooksville Avenue, from Dr. Martin Luther King, Jr., Boulevard (MLK) to Russell Street; Bell Avenue (brick portion) from Jefferson Avenue to Olive Street, and (asphalt) from Cherry Street to Oak Street; Veterans Avenue, from Broad Street to Jefferson Avenue; Mildred Avenue, from MLK to Broad Street; and Hammock Road, from North Avenue to the City Limits (design only).

Design plans for Daniel Avenue, Brooksville Avenue, Bell Avenue, and Chatman Boulevard were completed in 2014. These four (4) streets are referred to as Phase I. The Request for Bids (RFB) for Phase I was advertised on August 2, 2014, and the Bid Opening was September 5, 2014. City staff and GPI Engineers reviewed the two (2) bids received and recommended award to the lowest responsive and responsible bidder, BRW Contracting, Inc. This Contractor had previously worked for the City on two (2) successful projects and the low bid was in line with the engineers' cost projections. The Bids were presented to the City Council and approved at the October 6th meeting. A Notice to Proceed was issued January 13, 2015.

Daniel Avenue was removed from the Phase I RFB after complications with CSX Railroad arose. The railroad's insurance requirements, review process and flagman services are currently cost-prohibitive and the project has been tabled. The City instructed GPI to halt work on Hammock Road with plans approximately 25% complete, after it became apparent that design and construction costs for the other roads were going to exceed the budgeted allocations.

On the south end of Bell Avenue, City crews installed a trenched drain on the outside of the curb to intercept groundwater before it reached the street and to channel it to the storm-drain system at Fort Dade Avenue. After a number of significant rainfall events, water has not been observed seeping over the curb and the drain appears to be functioning as intended. This ensures the future integrity and performance of the street's base material. Public Works coordinated brick repairs in the vicinity of the underground drain.

Veterans Avenue and Mildred Avenue are considered Phase II of the current budgeted effort. The Request for Bids (RFB) for both Mildred and Veterans Avenue was advertised May 1, 2015. Correcting the drainage problems and added curbing contributes significantly (approximately 20%) to the cost of rebuilding these two streets. The cost of these stormwater improvements on Mildred Avenue added nearly $100,000 to the estimated cost of construction.

CTN 06.15.15

Phases I and II streets require the existing pavement and base to be milled and mixed and, where feasible, recycled in stabilizing the subgrade. In cases where there are underlying clays or unsuitable subsoils, the deleterious materials must be excavated (to a depth of 20 inches) and disposed of offsite. Once a suitable subgrade has been established, 8 to 12 inches of new base will be constructed using either limerock or crushed concrete. Crushed concrete is the higher cost alternative, but is required for areas that are susceptible to wet conditions, high water tables and/or those with poorly-drained soils.

The original Pavement Management Plan's cost projections were based on milling and resurfacing the streets only. Sub-surface conditions were not investigated at the time of the original study as it would not have been cost effective or practical to core and bore every street (at a cost of over a hundred thousand dollars). It is more financially prudent to spread that cost out over time closer to the specific design phase for each street.

The geotechnical investigations to date have revealed the streets to have minimal asphalt and base layers with underlying clayey soils and/or poorly-graded, unconsolidated silty sands. In some places, the asphalt layer was found to be as thin as ¼ to ½ inch. Typically, a minimum thickness of 1.5 inches is standard for ***local*** road paving projects. ***Major local*** and ***collector*** road projects require a minimum of 2 inches of asphalt. These are primary reasons for the poor condition of the streets. It is apparent that rebuilding and restoring some City streets will require substantially more effort and funding than was projected in the 2013 Pavement Management Plan.

Completing the FY 2014-15 Projects

All reconstructed streets will be brought up to current standards with at least 2 inches (minimum) of asphalt pavement. The exceptions are Bell Avenue which will have 2.5 inches to support school-bus traffic, and Veterans Avenue which will have 3 inches due to the frequency of use by heavier emergency vehicles.

The construction on Brooksville Avenue is complete. Chatman Boulevard is currently underway and approximately 40% complete. North Bell Avenue and the intersection of Bell and Fort Dade Avenues should begin in late June 2015.

Bids for Veterans and Mildred Avenues, considered Phase II of the current FY 2014-2015 effort, were received on May 22, 2015. Goodwin Brothers Construction Inc. submitted the low bid for each street. The bid for Veterans Avenue was $394,426 and for Mildred Avenue, it was $511,157. Goodwin Brothers has a long track record of successful projects for the City and the award of bids should proceed without delay.

BROOKSVILLE PMP 2014-2015 - REVISED COST PROJECTIONS AS OF MAY 26, 2015

The following table summarizes probable engineering and construction costs.

Project Cost	
Phase I Construction	
BRW Bid	$ 394,420
Phase II Construction	
Veterans Avenue Construction Estimate	394,426
Mildred Avenue Construction Estimate	511,157
Subtotal - Construction Costs	**$1,300,003**
Engineering Fee	$ 168,643
Total Cost Projection for Fiscal Years 2014, 2015, & 2016	**$1,468,646**

Respectfully submitted,

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

2/

06-01-15P12:33 RCVD

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

May 26, 2015

Mr. Michael Babb, Chairman
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

Dear Mr. Babb:

The purpose of this letter is to express our concerns with the District's proposed relocation of its Headquarters from its current location in Brooksville, Florida. The Board of Directors of the Withlacoochee Regional Water Supply Authority received a report on this topic at its regularly scheduled Board meeting on May 20, 2015. At this meeting, the Board authorized me to send this letter to ensure our interests are taken into consideration by the District in a timely manner. The Board also instructed its staff to develop a proposed Resolution addressing the issue for the Authority Board's consideration at its June 17, 2015 regular monthly meeting.

At our May Board meeting, a number of concerns were discussed regarding the potential for the District to relocate its Headquarters from its current location to its Tampa Service Office. These concerns revolve around the potential negative impacts to the Authority, its member governments and other District stakeholders from throughout the District's northern region. Concerns include the potential for a reduction in the staffing levels at the Brooksville office over time, particularly since the proposed relocation to Tampa is, based upon the discussions at the District Governing Board's May 19th meeting, intended to address future staff recruitment. A reduction in staff resources at the current Brooksville Headquarters would eventually lead to a reduction in the services and programs available at the Brooksville office. Other concerns included the fact that numerous District staff that currently work in the Brooksville Headquarters live within Hernando County and the surrounding communities, providing a significant economic benefit to the area. Relocation of the Headquarters would lead to a significant negative economic impact upon the local economy. In addition, the District has made substantial investment of public financial resources in the buildings and other infrastructure at the current Headquarters that could be put in jeopardy should the Headquarters be relocated.

Due to these and other concerns, we would ask that the District Governing Board give ample time for our input, and the input of other stakeholders from the northern District region, before making a decision on the Headquarters relocation. I understand the District Governing Board, at its May 19th

Lecanto Government Building
3600 W. Sovereign Path, Suite 228
Lecanto, FL 34461

(352) 527-5796
Fax: (352) 527-5797
wrwsa@wrwsa.org

CTN 06-15-15 JWalker

meeting, decided to postpone action on this item for "up to 60 days." We would respectfully request that the District Governing Board provide this full 60 days, if not longer, before making a decision. This will allow ample time for the Authority Board, local governments and others to meet and provide their official input to the District on this important topic. We would also welcome the opportunity for our staff, along with other stakeholders from the District's northern region, to meet with District staff to discuss this issue.

Sincerely,

Al Butler

Al Butler, Chairman

cc: Authority Board of Directors
Authority Legislative Delegation
Robert Beltran, SWFWMD Executive Director
Local Governments Within the WRWSA

3/

Centennial FDOT 1915 ★ 2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

Florida's Turnpike Enterprise
P.O. Box 613069, Ocoee, FL 34761
407-532-3999

JIM BOXOLD
SECRETARY

May 28, 2015

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

Re: Design Public Hearing
Suncoast Parkway 2 - U.S. 98 to S.R. 44
Hernando and Citrus Counties, Florida
Financial Project ID Numbers: 405270-1, 405270-3, 405270-4

Dear Ms. Norman-Vacha,

The Florida Department of Transportation (FDOT) Florida's Turnpike Enterprise (FTE) will hold a Public Hearing for the subject project on Thursday, June 25, 2015 at the Lecanto High School, Curtis Peterson Auditorium, 3810 West Education Path, Lecanto, Florida 34461. The Public Hearing will begin as an open house at 5:00 pm with a formal presentation at 6:00 pm followed by a public comment period.

This public hearing is being conducted to give interested persons an opportunity to express their views concerning the design of the proposed facility. A copy of the project display notice which includes a location map for the hearing and other important information about the hearing is enclosed. Similar notices are being sent to all property owners located within at least 300 feet of the proposed project and to other public officials, organizations and individuals interested in the project.

If you have any questions about the project or scheduled Public Hearing, please contact:

Tom Neyer, P.E., Project Manager
Florida's Turnpike Enterprise
P.O. Box 613069, Ocoee, Florida 34761-3069
Email: Thomas.Neyer@dot.state.fl.us
Phone: 407-264-3424

Sincerely,

Paul Satchfield
Program Management Administrator

PS/jm

Enclosure: Project Display Notice

CTN 06.15.15

Suncoast Parkway 2
U.S. 98 to S.R. 44

Financial Project ID Number: 405270-1, 405270-3, 405270-4

Design Public Hearing

The Florida Department of Transportation (FDOT), Florida's Turnpike Enterprise will hold a Design Public Hearing for the Suncoast Parkway 2 project. The hearing will be held on Thursday, June 25, 2015 at the Lecanto High School, Curtis Peterson Auditorium. The hearing will begin as an open house from 5:00 p.m. to 6:00 p.m. at which time the public may review maps, drawings and pertinent information developed by FDOT. The open house will be followed by a formal presentation at 6:00 p.m. followed by a public comment period.

This Public Hearing is being conducted to give interested persons an opportunity to express their views concerning the design of the proposed facility. The project has been evaluated in accordance with Federal Executive Orders 11990 (Protection of Wetlands) and 11988 (Floodplain Management).

The draft project documents for Suncoast Parkway 2 will be available for public review from June 3, 2015-July 6, 2015 at the following locations:

Lecanto Government Building
3600 W. Sovereign Path, Lecanto, FL 34461
Monday – Friday from 8:00 a.m. to 5:00 p.m.

Hernando County Library
Spring Hill Location, 220 Spring Hill Drive, FL 34608
Tuesday – Thursday 10:00 a.m. to 7:00 p.m.
Friday and Saturday from 10:00 a.m. to 5:00 p.m.

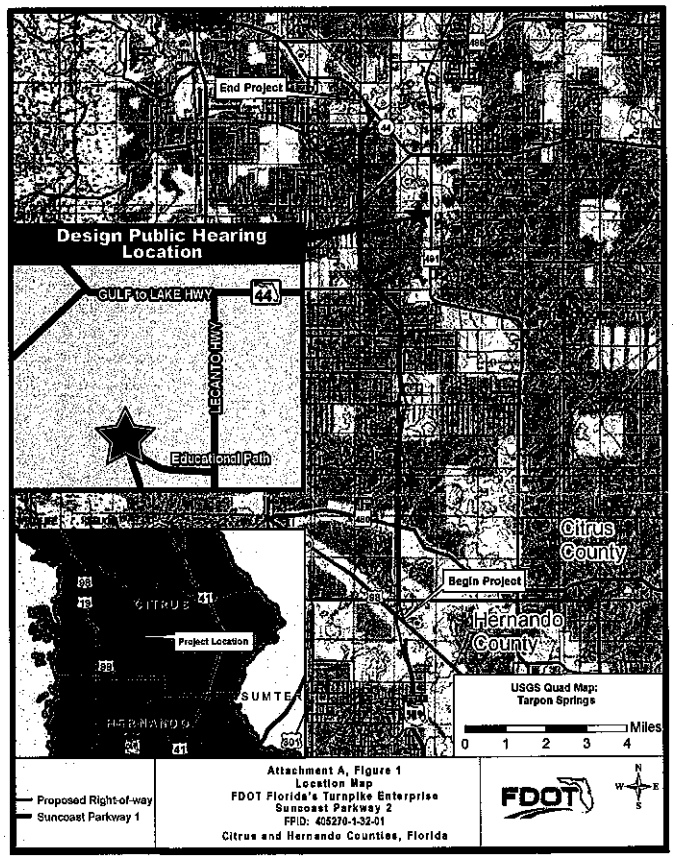
Florida's Turnpike Enterprise,
Turkey Lake Headquarters
Public Information Office, Turnpike Mile Post 263
Building 5315, Ocoee, Florida 34761
Monday – Friday 8:00 a.m. to 5:00 p.m.
407-532-3999 and on the project website at
www.suncoast2online.com

Design Public Hearing

Thursday, June 25, 2015, 5:00 p.m.
Lecanto High School
Curtis Peterson Auditorium
3810 Educational Path
Lecanto, FL 34461

Draft documents will also be on display at the Public Hearing. Persons wishing to submit written statements or other exhibits, in place of or in addition to oral statements, may do so at the hearing or by sending them to Tom Neyer, P.E., Project Manager, at the contact information listed below. All exhibits or statements postmarked on or before Monday, July 6, 2015, will become a part of the Public Hearing record.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodation under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Tom Neyer, P.E., Project Manager, at least seven (7) days prior to the Public Hearing.



CONTACT:
Tom Neyer, P.E., *Project Manager*
Florida's Turnpike Enterprise
P.O. Box 613069, Ocoee, Florida 34761-3069
Thomas.Neyer@dot.state.fl.us | 407-264-3424

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SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT
District Office – 35844 Old Pasco Road, Suite 100 – Wesley Chapel, Florida 33544

June 5, 2015

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Re: Southern Hills Plantation I Community Development District
Proposed Fiscal Year 2015/2016 Budget

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2015/2016 budget (the "Proposed Budget") approved by the Board of Supervisors of the Southern Hills Plantation I Community Development District (the "Board") for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **August 20, 2015**, at **10:00 a.m., at The Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601.** Transmittal of the enclosed Proposed Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes.* A digital copy of the budget will also be posted on the Hernando County website (at least two days prior to the public hearing) pursuant to Section 189.418(4), *Florida Statutes.*

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Clifton Fischer
District Manager

Cc: Grady Miars, Chairman
Jennifer Kilinski, District Counsel

Enclosure: 2015/2016 Budget

CTN
06.15.15

Budget Template
Southern Hills Plantation I Community Development
General Fund
Fiscal Year 2015/2016

	Chart of Accounts Classification	Budget for 2015/2016
1		
2	**REVENUES**	
3		
13	Interest Earnings	$ -
14	Special Assessments	
15	Tax Roll*	$ 249,054
17	Off Roll*	$ 36,530
31		
32	**TOTAL REVENUES**	**$ 285,584**
33		
34	Balance Forward from Prior Year	$ -
35		
36	**TOTAL REVENUES AND BALANCE FORWARD**	**$ 285,584**
	Allocation of assessments between the Tax Roll and Off Roll are	
38	**EXPENDITURES - ADMINISTRATIVE**	
39		
40	Legislative	
41	Supervisor Fees	$ 4,100
42	Financial & Administrative	
43	Administrative Services	$ 3,600
44	District Management	$ 11,400
45	District Engineer	$ 15,000
46	Disclosure Report	$ 5,000
47	Trustees Fees	$ 4,100
49	Financial Consulting Services	$ 5,000
50	Accounting Services	$ 10,000
51	Auditing Services	$ 3,250
52	Arbitrage Rebate Calculation	$ 650
57	Public Officials Liability Insurance	$ 3,500
58	Legal Advertising	$ 500
59	Bank Fees	$ 500
60	Dues, Licenses & Fees	$ 175
64	Website Fees & Maintenance	$ 2,700
65	Legal Counsel	
66	District Counsel	$ 10,000
71		
72	**Administrative Subtotal**	**$ 79,475**
73		
74	**EXPENDITURES - FIELD OPERATIONS**	
75		
88	Electric Utility Services	
90	Street Lights	$ 17,675
109	Stormwater Control	
113	Lake/Pond Bank Maintenance	$ 57,000
111	Aquatic Maintenance	$ 41,000
	Aquatic Plant Replacement	$ 5,000
122	Lake/Pond Repair	$ 10,000
123	Other Physical Environment	
128	General Liability Insurance	$ 380
129	Property Insurance	$ 3,954
132	Entry & Walls Maintenance	$ 2,500
133	Landscape Maintenance	$ 35,100
134	Holiday Decorations	$ 3,000
135	Irrigation Repairs & Maintenance	$ 9,500
136	Landscape Replacement Plants, Shrubs, Trees, Mulch	$ 7,000
137	Contingency	
138	Miscellaneous Contingency	$ 14,000
139		
140	**Field Operations Subtotal**	**$ 206,109**
141		
142	**Contingency for County TRIM Notice**	
143		
144	**TOTAL EXPENDITURES**	**$ 285,584**
145		
146	**EXCESS OF REVENUES OVER EXPENDITURES**	**$ -**
228		

Budget Template
Southern Hills Plantation I Community Development District
Debt Service
Fiscal Year 2015/2016

Chart of Accounts Classification	Series 2011A-1	Series 2011A-2	Budget for 2015/2016
REVENUES			
Special Assessments			
Net Special Assessments [1]	$530,216.02	$457,514.38	$987,730.40
TOTAL REVENUES	**$530,216.02**	**$457,514.38**	**$987,730.40**
EXPENDITURES			
Administrative			
Financial & Administrative			
Bank Fees			0
Debt Service Obligation	$530,216.02	$457,514.38	$987,730.40
Administrative Subtotal	**$530,216.02**	**$457,514.38**	**$987,730.40**
TOTAL EXPENDITURES	**$530,216.02**	**$457,514.38**	**$987,730.40**
EXCESS OF REVENUES OVER EXPENDITURES	**0**	**0**	**0**

Collection and Discount % applicable to the county: 8.0%

Gross assessments **$1,073,620.00**

Notes:

Tax Roll Collection Costs for Hernando County is 8.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

[1] Maximum Annual Debt Service less Prepaid Assessments received

Southern Hills Plantation I Community Development District

FISCAL YEAR 2015/2016 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2015/2016 O&M Budget	$285,584.00
Hernando Co. 8% Collection Cost:	$24,833.39
2015/2016 Total:	**$310,417.39**

2014/2015 O&M Budget	$254,275.00
2015/2016 O&M Budget	$285,584.00
Total Difference:	**$31,309.00**

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2014/2015	2015/2016	$	%
Debt Service - Single Family 50' (Series 2011A-1)	$782.69	$782.69	$0.00	0.00%
Operations/Maintenance - Single Family 50'	$176.75	$198.51	$21.76	12.31%
Total	**$959.44**	**$981.20**	**$21.76**	**2.27%**
Debt Service - Single Family 65' (Series 2011A-1)	$877.59	$877.59	$0.00	0.00%
Operations/Maintenance - Single Family 65'	$229.77	$258.06	$28.29	12.31%
Total	**$1,107.36**	**$1,135.65**	**$28.29**	**2.55%**
Debt Service - Single Family 80' (Series 2011A-1)	$972.49	$972.49	$0.00	0.00%
Operations/Maintenance - Single Family 80'	$282.79	$317.62	$34.83	12.32%
Total	**$1,255.28**	**$1,290.11**	**$34.83**	**2.77%**
Debt Service - Single Family 100' (Series 2011A-1)	$1,098.01	$1,098.01	$0.00	0.00%
Operations/Maintenance - Single Family 100'	$353.49	$397.02	$43.53	12.31%
Total	**$1,451.50**	**$1,495.03**	**$43.53**	**3.00%**
Debt Service - Single Family 120' (Series 2011A-1)	$1,304.82	$1,304.82	$0.00	0.00%
Operations/Maintenance - Single Family 120'	$424.19	$476.42	$52.23	12.31%
Total	**$1,729.01**	**$1,781.24**	**$52.23**	**3.02%**
Debt Service - Club/Villa (Series 2011A-2)	$923.75	$923.75	$0.00	0.00%
Operations/Maintenance - Club/Villa	$159.07	$178.66	$19.59	12.32%
Total	**$1,082.82**	**$1,102.41**	**$19.59**	**1.81%**
Debt Service - Single Family 50' (Series 2011A-2)	$1,026.39	$1,026.39	$0.00	0.00%
Operations/Maintenance - Single Family 50'	$176.75	$198.51	$21.76	12.31%
Total	**$1,203.14**	**$1,224.90**	**$21.76**	**1.81%**
Debt Service - Single Family 65' (Series 2011A-2)	$1,150.84	$1,150.84	$0.00	0.00%
Operations/Maintenance - Single Family 65'	$229.77	$258.06	$28.29	12.31%
Total	**$1,380.61**	**$1,408.90**	**$28.29**	**2.05%**
Debt Service - Single Family 80' (Series 2011A-2)	$1,275.30	$1,275.30	$0.00	0.00%
Operations/Maintenance - Single Family 80'	$282.79	$317.62	$34.83	12.32%
Total	**$1,558.09**	**$1,592.92**	**$34.83**	**2.24%**
Debt Service - Single Family 100' (Series 2011A-2)	$1,439.89	$1,439.89	$0.00	0.00%
Operations/Maintenance - Single Family 100'	$353.49	$397.02	$43.53	12.31%
Total	**$1,793.38**	**$1,836.91**	**$43.53**	**2.43%**
Debt Service - Single Family 120' (Series 2011A-2)	$1,711.11	$1,711.11	$0.00	0.00%
Operations/Maintenance - Single Family 120'	$424.19	$476.42	$52.23	12.31%
Total	**$2,135.30**	**$2,187.53**	**$52.23**	**2.45%**
Debt Service - Golf Course	$0.00	$0.00	$0.00	0.00%
Operations/Maintenance - Golf Course	$353.49	$397.02	$43.53	12.31%
Total	**$353.49**	**$397.02**	**$43.53**	**12.31%**

SOUTHERN HILLS PLANTATION I

FISCAL YEAR 2015/2016 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		$285,584.00
COLLECTION COSTS @	8.0%	$24,833.39
TOTAL O&M ASSESSMENT		$310,417.39

LOT SIZE	UNITS ASSESSED (1)			ALLOCATION OF O&M ASSESSMENT				TOTAL	TOTAL	PER LOT ANNUAL ASSESSMENT			
		SERIES 2011A-1	SERIES 2011A-2		TOTAL	% TOTAL	TOTAL	SERIES 2011A-1	SERIES 2011A-2		2011A-1 DEBT	2011A-2 DEBT	
Platted Parcels	O&M	DEBT SERVICE (2)	DEBT SERVICE (2)	EAU FACTOR	EAU's	EAU's	O&M BUDGET	DEBT SERVICE ASSESSMENT	DEBT SERVICE ASSESSMENT	O&M	SERVICE (3)	SERVICE (3)	TOTAL (4)
Single Family 50'	46	46	0	1.00	46.00	2.94%	$9,131.44	$36,003.74	$0.00	$198.51	$782.69		$981.20
Single Family 65'	43	43	0	1.30	55.90	3.57%	$11,096.69	$37,736.37	$0.00	$258.06	$877.59		$1,135.65
Single Family 80'	341	338	0	1.60	545.60	34.89%	$108,306.83	$328,701.62	$0.00	$317.62	$972.49		$1,290.11
Single Family 100'	94	93	0	2.00	188.00	12.02%	$37,319.80	$102,114.93	$0.00	$397.02	$1,098.01		$1,495.03
Single Family 120'	57	55	0	2.40	136.80	8.75%	$27,156.11	$71,765.10	$0.00	$476.42	$1,304.82		$1,781.24
Club Villa	*5*	*0*	*5*	*0.90*	*4.50*	*0.29%*	*$893.29*	*$0.00*	*$4,618.75*	$178.66		*$923.75*	$1,102.41
Single Family 50'	*24*	*0*	*24*	*1.00*	*24.00*	*1.53%*	*$4,764.23*	*$0.00*	*$24,633.36*	$198.51		*$1,026.39*	$1,224.90
Single Family 65'	*99*	*0*	*95*	*1.30*	*128.70*	*8.23%*	*$25,548.18*	*$0.00*	*$109,329.80*	$258.06		*$1,150.84*	$1,408.90
Single Family 80'	*49*	*0*	*49*	*1.60*	*78.40*	*5.01%*	*$15,563.15*	*$0.00*	*$62,489.70*	$317.62		*$1,275.30*	$1,592.92
Single Family 100'	*38*	*0*	*38*	*2.00*	*76.00*	*4.86%*	*$15,086.73*	*$0.00*	*$54,715.82*	$397.02		*$1,439.89*	$1,836.91
Single Family 120'	*23*	*0*	*23*	*2.40*	*55.20*	*3.53%*	*$10,957.73*	*$0.00*	*$39,355.53*	$476.42		*$1,711.11*	$2,187.53
Platted Lots	819	575	234		1339.10	85.63%	$265,824.20	$576,321.76	$295,142.96				
Unplatted Lands		Planned Units											
Club Villa	*45*	*0*	*45*	*0.90*	*40.50*	*2.59%*	*$8,039.64*	*$0.00*	*$41,568.75*	$178.66		*$923.75*	$1,102.41
Single Family 50'	*79*	*0*	*79*	*1.00*	*79.00*	*5.05%*	*$15,682.26*	*$0.00*	*$81,084.81*	$198.51		*$1,026.39*	$1,224.90
Single Family 65'	*58*	*0*	*58*	*1.30*	*75.40*	*4.82%*	*$14,967.62*	*$0.00*	*$66,748.72*	$258.06		*$1,150.84*	$1,408.90
Single Family 80'	*10*	*0*	*10*	*1.60*	*16.00*	*1.02%*	*$3,176.15*	*$0.00*	*$12,753.00*	$317.62		*$1,275.30*	$1,592.92
Golf Course	*6.87*	*0*	*0*	*2.00*	*13.74*	*0.88%*	*$2,727.52*	*$0.00*	*$0.00*	$397.02		*$0.00*	$397.02
Total Unplatted	199	0	192		224.64	14.37%	$44,593.20	$0.00	$202,155.28				
Total District	1018	575	426		1563.74	100.00%	$310,417.39	$576,321.76	$497,298.24				
LESS: Hernando County Collection Costs and Early Payment Discount Costs							($24,833.39)	($46,105.74)	($39,783.86)				
Net Revenue to be Collected							$285,584.00	$530,216.02	$457,514.38				
UNPLAT BY ACREAGE	*138.12*		*131.25*				*$44,593.20*	*$0.00*	*$202,155.28*				

PER ACRE ASSESSMENTS - UNPLATTED			
O&M	*2011A-1 DEBT*	*2011A-2 DEBT*	*TOTAL*
$322.86	*$0.00*	*$1,540.23*	*$1,863.09*

(1) Reflects 6 (six) Series 2011A-1 prepayments and 4 (four) Series 2011A-2 prepayments.

(2) Reflects the number of total lots with Series 2011A-1 and 2011A-2 debt outstanding.

(3) Annual debt service assessment per lot adopted in connection with the Series 2011A-1 and 2011A-2 bond issues. Annual assessment includes principal, interest, Hernando County collection costs and early payment discount costs.

(4) Annual assessment that will appear on November 2015 Hernando County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

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SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT
District Office – 35844 Old Pasco Road, Suite 100 – Wesley Chapel, Florida 33544

June 5, 2015

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

Re: Southern Hills Plantation III Community Development District
Proposed Fiscal Year 2015/2016 Budget

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2015/2016 budget (the "Proposed Budget") approved by the Board of Supervisors of the Southern Hills Plantation III Community Development District (the "Board") for the purpose of setting a hearing to consider public comment and testimony on same. The public hearing on the Proposed Budget has been scheduled for **August 20, 2015**, at **10:00 a.m. (or immediately after the adjournment of the Southern Hills I meeting), at The Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601.** Transmittal of the enclosed Proposed Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes.* A digital copy of the budget will also be posted on the Hernando County website (at least two days prior to the public hearing) pursuant to Section 189.418(4), *Florida Statutes.*

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,

Clifton Fischer
District Manager

Cc: Grady Miars, Chairman
Jennifer Kilinski, District Counsel

Enclosure: 2015/2016 Budget

CTN
06.15.15

Budget Template
Southern Hills Plantation III Community Development
General Fund
Fiscal Year 2015/2016

	Chart of Accounts Classification	Budget for 2015/2016
1		
2	**REVENUES**	
3		
4	Contributions & Donations from Private Sources	
5	Developer Contributions	$ 59,753
6		
7	**TOTAL REVENUES**	**$ 59,753**
8		
9	Balance Forward from Prior Year	$ -
10		
11	**TOTAL REVENUES AND BALANCE FORWARD**	**$ 59,753**
12		
13	***Allocation of assessments between the Tax Roll and Off Roll are**	
14		
15	**EXPENDITURES - ADMINISTRATIVE**	
16		
17	Legislative	
18	Supervisor Fees	$ 3,000
19	Financial & Administrative	
20	Administrative Services	$ -
21	District Management	$ 15,000
22	District Engineer	$ 1,000
23	Disclosure Report	$ -
24	Trustees Fees	$ -
25	Assessment Roll	$ -
26	Financial Consulting Services	$ -
27	Accounting Services	
28	Auditing Services	$ 3,400
29	Arbitrage Rebate Calculation	$ -
30	Public Officials Liability Insurance	$ 3,200
31	Legal Advertising	$ 325
32	Bank Fees	$ 30
33	Dues, Licenses & Fees	$ 175
34	Miscellaneous Fees	$ -
35	Tax Collector /Property Appraiser Fees	$ -
36	Website Fees & Maintenance	$ -
37	Legal Counsel	
38	District Counsel	$ 4,000
39		
40	**Administrative Subtotal**	**$ 30,130**
41		
42	**EXPENDITURES - FIELD OPERATIONS**	
43		
44	Electric Utility Services	
45	Street Lights	$ 10,624
46	Stormwater Control	
47	Aquatic Maintenance	$ 500
48	Lake/Pond Bank Maintenance	$ 500
49	Other Physical Environment	
50	General Liability Insurance	$ 500
51	Property Insurance	$ -
52	Entry & Walls Maintenance	$ 250
53	Landscape Maintenance	$ 12,096
54	Irrigation Maintenance Repairs	$ 3,000
56		
57	**Field Operations Subtotal**	**$ 27,470**
58		
59	**Contingency for County TRIM Notice**	
60		
61	**TOTAL EXPENDITURES**	**$ 57,600**
62		
63	**EXCESS OF REVENUES OVER EXPENDITURES**	**$ 2,153**
64		