

City of Brooksville
Joseph E. Johnston, III Council Chambers

201 HOWELL AVENUE
BROOKSVILLE, FLORIDA 34601-2041
(352) 540-3810

Robert Battista
VICE-MAYOR



Betty Erhard
COUNCIL MEMBER

Frankie Burnett
COUNCIL MEMBER

William Kemerer
COUNCIL MEMBER

Natalie Kahler
MAYOR

"The City of Brooksville must be responsive to the taxpayers. It must be as efficient as possible, functioning like the multi-million dollar a year business that it is. It must have leadership, set specific goals, develop a strong and motivated workforce, and be accountable to the taxpayers for its expenditures and performance."

CITY COUNCIL AGENDA

MAY 2, 2016

REGULAR SESSION 7:00 P.M.

THOMAS S. HOGAN, JR.
CITY ATTORNEY

T. JENNENE NORMAN-VACHA
CITY MANAGER

VIRGINIA C. WRIGHT
CITY CLERK

GENERAL INFORMATION AND INSTRUCTIONS

In addition to items listed as "Public Hearings", the Mayor will ask for comments from the public, usually requesting that anyone desiring to speak on an item, raise their hand. To insure that sufficient time is allocated for each item, unless extended by the City Council, representatives of the applicant/petitioners will have ten (10) minutes for presentation, and five (5) minutes for rebuttal. In addition three (3) minutes will be scheduled for others to provide additional comments. When recognized by the Mayor, please approach the podium and speak into the microphone, stating your name and address, and then present the information you desire. A special time period called Citizen Input is also scheduled following the Presentations and Regular Agenda items for those desiring to address the City Council.

Items listed in the "Consent Agenda" will be approved by Council in their entirety by a single motion, indicated by the (√) symbol, unless otherwise indicated by Council. Other agenda items are considered individually.

Items identified on this agenda with an asterisk (*) are land use and other quasi-judicial function of the City Council involving land use, and the following ex parte procedures apply:

- ❖ Consideration of applications to intervene as a party, if any. "Request to Intervene/Expert Witness" forms and instructions may be obtained from the recording secretary prior to the scheduled time for consideration of the item.
- ❖ Qualification of sworn witnesses who wish to testify as an expert, based on statement of credentials made orally or set forth in application file.
- ❖ Swearing of witnesses who wish to give sworn testimony.
- ❖ Testimony of City staff witnesses, with cross-examination by applicant and party-interveners, if they request.
- ❖ Testimony of applicant and applicants witnesses, with cross-examination by City and party-interveners, if they request.
- ❖ Testimony of party-interveners and their witnesses, with cross-examination by City and applicant, if they request.
- ❖ Testimony by members of public who wish to address application. Any individual, not requesting/designated as an intervening party or expert witness may, upon being recognized by the Mayor, present information to the Council, and may be questioned by the Council but is not required to be subject to cross examination, and need not be sworn in.
- ❖ Close of public hearing.
- ❖ Council deliberation/vote.

Items identified with a double asterisk (**) are quasi-judicial functions of the City Council other than land use; the Council Members disclose any ex parte communications.

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 online 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 an admissible verbatim record of the proceedings is made.

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
JOSEPH E. JOHNSTON, III COUNCIL CHAMBERS
201 HOWELL AVENUE**

MAY 2, 2016

7:00 P.M.

AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES AND PROCLAMATIONS

1. Margaret R. Ghiotto Beautification Award - Residential Award

Recognition 203 Daniel Avenue, Brooksville.

Presentation: Scott Renz, Beautification Board
Chair and Mayor
Attachments: Letter from Beautification Board
Chair dated 4/19/ 2016;
Award Certificate

2. Proclamation - National Small Business Week

Presentation of proclamation declaring May 1 - 7, 2016 as National Small
Business Week.

Presentation: Mayor
Attachment: Proclamation

3. Proclamation - Mother's Day

Proclamation in honor of Mother's Day on May 8, 2016.

Presentation: Mayor
Attachment: Proclamation

D. PRESENTATIONS & REQUESTS FOR SPONSORSHIP CREDITIS

1. Mosquito Control Update

Update on the 2016 Mosquito Season and Mosquito Control Program

Presentation: Sandra Fisher, Director
Hernando County Mosquito
Control

E. CITIZENS INPUT

F. CONSENT AGENDA

**1. Bio-Solids Disposal Agreement and Utility Site Mowing
Agreements**

Consideration to approve addition of term-period paragraphs for both the
Bio-Solids Disposal Agreement and the Utility Site Mowing Agreement
previously approval by City Council on April 4, 2016.

REGULAR COUNCIL MEETING – MAY 2, 2016

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda

Action: Motion to Approve

Attachments: 1) Memo from Public Works
Director dated 4/25/2016;
Contract Agreements

G. PUBLIC HEARINGS

**Entry of Proof of Publication into the Record*

**1. Ordinance No. 864 – AX2016-01; Voluntary Annexation for
Janice F. Greene**

Consideration to approve the annexation request through Ordinance No. 864.

Presentation: City Planner

Recommendation: Approval of **Second Reading**
Ordinance No. 864 Upon Roll Call
Vote

Attachments: Memo from City Planner dated
05/02/2016; Annexation Petition;
Proposed Ordinance No. 864
w/Exhibit “A” Location Map

H. REGULAR AGENDA

**1. Resolution No. 2016-02 – Responding to Hernando County’s
Initiating Resolution to Negotiate to Create an Interlocal Service
Boundary Agreement**

Consideration to approve Resolution 2016-02.

Presentation: City Attorney

Recommendation: Approval of Resolution 2016-02
upon roll-call vote.

Attachments: Proposed Resolution No. 2016-02,
with Exhibits.

I. CITIZENS INPUT

J. ITEMS BY COUNCIL

K. ADJOURNMENT

REGULAR COUNCIL MEETING – MAY 2, 2016

CORRESPONDENCE TO NOTE

1. TYPE: Letter
 DATE RECEIVED: April 18, 2016
 RECEIVED FROM: FDOT/ Jeffrey F. Dow, LGCP Coordinator
 ADDRESSED TO: Bill Geiger, Community Development Director
 SUBJECT: City of Brooksville Adopted Amendment 15-1 ESR

2. TYPE: Memorandum
 DATE RECEIVED: April 26, 2016
 RECEIVED FROM: Public Works Director
 ADDRESSED TO: City Council
 SUBJECT: City of Brooksville Recycling Program

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



AGENDA ITEM NO. C-1

April 19, 2016

Rosa Etta Perry
203 Daniel Avenue
Brooksville, FL 34601

Re: Margaret R. Ghiotto Residential Improvement Award

Dear Ms. Perry:

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Residential Improvement Award for beautifying your residence at 203 Daniel Avenue.

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, May 2, 2016 at 7:00 p.m. in the **BROOKSVILLE CITY HALL COUNCIL CHAMBERS LOCATED AT 201 HOWELL AVENUE**. If you are unable to attend this meeting to accept your award, please contact Dodie Barger at (352) 540-3830 or LBarger@cityofbrooksville.us.

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

Sincerely,

Scott Renz, Chairman
Beautification Board

/ldb

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*

Rosa Etta Berry

203 Daniel Avenue

Presented this 2nd day of May, 2016

Mayor

City Clerk

City of Brooksville Proclamation

Whereas, the greatness of our community, state and ultimately our nation is attributed to freedom of choice and competition – the basic elements of our free enterprise system; and,

Whereas, it has been established that small businesses provide more new jobs than any other sector of the economy; and,

Whereas, the small business owners of our community are the risk-takers who have invested their knowledge, energy and personal assets in a variety of independent business careers, and in doing so, have created employment opportunities for others while reaping the rewards of their independence; and,

Whereas, the City of Brooksville has proactively taken steps to improve the small business outlook for our community by appointing Dennis Wilfong as the City’s first Ambassador of Commerce and Employment in January 2009; and,

Whereas, the Ambassador and his volunteer team has worked diligently to improve the economy of our city, reaching out to existing businesses and encouraging them to remain and grow their businesses here in the City of Brooksville, while also seeking out new business owners that are interested in moving their businesses and jobs to the City of Brooksville; and,

Whereas, the City of Brooksville recognizes how critical and important jobs and employment are for our citizens and our local economy and are appreciative to small business owners that work hard to create jobs and employment for others.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, recognize May 1 - 7, 2016, as

Small Business Week

and urge our citizens to support, encourage and thank the many small business owners within the City of Brooksville for their significant contributions to our city.

In Witness Whereof, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 2nd day of May, 2016.

City of Brooksville

Natalie Kahler, Mayor

Robert Battista, Vice Mayor

Frankie Burnett, Council Member

Betty Erhard, Council Member

William Kemerer, Council Member

Attest: _____
Virginia C. Wright, City Clerk

City of Brooksville

Proclamation

Whereas, to honor and celebrate Mothers is a phenomenon that has been recognized worldwide since ancient times, and through much work and devotion by many individuals, the United States Government officially recognized and declared Mother's Day to be a national day of observance the second Sunday in May in 1914; and,

Whereas, there is no title or status more precious or prestigious than Mother, though some Mothers may be extraordinary and others just ordinary, neither of these categories mean that they are loved more or less by their children, for love of a Mother and a Mother's love, are immeasurable; and,

Whereas, some Mothers may be surrogates, but they are just as precious to those for which they stand, and are no less honored, praised and celebrated for their love and nurturing; and,

Whereas, in observance of Mother's Day 2016, we encourage all to take the opportunity for to express love, admiration, and praise for their Mothers.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville, do hereby wish to recognize, on May 8, 2016,

"Mother's Day"

sending wishes of strength, peace and hope to all Mothers everywhere.

In Witness Whereof, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 2nd day of May, 2016.

City of Brooksville

Natalie Kahler, Mayor

Robert Battista, Vice Mayor

Frankie Burnett, Council Member

Betty Erhard, Council Member

William Kemerer, Council Member

Attest: _____
Virginia C. Wright, City Clerk



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE-NORMAN-VACHA, CITY MANAGER *[Signature]*

FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR *[Signature]*

SUBJECT: MOWING AND BIOSOLIDS AGREEMENTS.

DATE: April 25, 2016

GENERAL SUMMARY/BACKGROUND: At the regular City Council Meeting of April 4, 2016, the Public Works Department had two (2) items on the Consent Agenda. They were approval of bids for mowing of water and wastewater properties and biosolids transportation and disposal. Both agreements were approved by the Council.

During the formatting of the agreements, staff inadvertently deleted the paragraphs specifying the term of the agreements. Staff's intention was have the same initial term period as in the previous agreements. The previous term was for an initial term of two (2) years with the option of two (2) additional one (1) year extensions.

Staff is requesting approval to add the follow paragraph to Article 2 of the agreement.

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

Staff has been in contact with Clifford A. Taylor, Assistant City Attorney, Hogan Law Firm, about adding the above paragraph and was advised that adding the paragraph is not a material change of the Agreement for Contractor Services.

Future agreements will be carefully scrutinized to the extent that future incidents of this nature will not recur.

BUDGET IMPACT: Adding the term period will not affect the budget.

LEGAL REVIEW: Addition of the term paragraph will not be a material change of the Agreement for Contractor Services.

STAFF RECOMMENDATION: Staff recommends that the City Council approve adding the term-period paragraph to Article 2 of the Agreement for Contractor Services for mowing services, and transportation and disposal of biosolids, and authorize the City Manager to sign the agreements on behalf of the council.

ATTACHMENTS: 1. Agreement for Contractor Services (Mowing).
2. Agreement for Contractor Services (Biosolids).

**AGREEMENT FOR CONTRACTOR SERVICES
UTILITY SITE MOWING SERVICES
BID NO.: UD2016-02**

This Agreement made as of this 3 day of May, 2016, by and between the **City of Brooksville**, Florida - (the "CITY"), and Gamco Properties III, Inc., DBA Third Generation Services, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is P.O. Box 1628, Inverness, FL, 34451 Phone: 352-201-0658 Fax: 352-726-5636.

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 provide, all material, labor, supplies, and equipment to perform all operations in accordance with the bid documents and at the per site prices as listed in the Exhibit B Unit Price Sheet for the **UTILITY SITE MOWING SERVICES Bid No. UD2016-02**.

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 May 3, 2016 and complete all services by May 2, 2018, unless extended by the CITY by issuance of a change order.

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

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed as listed on the Unit Price Sheet, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY once monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

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 coverage's 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

The CONTRACTOR shall forfeit the cash performance bond on file with the CITY if the work has not 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. Exhibit A, Locator Maps
- E. Bid Forms
Bid Certification Form
Drug-Free Workplace Certification
Public Entity Crimes Statement,
- F. Addendums (if any),
- G. Performance & Payments Bonds (if required),

H. 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) 540-3816
Fax: (352) 544-5424
Email: gwright@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:

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 OF BROOKSVILLE, FLORIDA

Attest: _____
Virginia C. Wright
City Clerk

By: _____
T. Jennene Norman-Vacha
City Manager

Contractor Witnesses:
(2 REQUIRED)

CONTRACTOR:

Witness: _____
Name

Signature

Business Name

By: _____
Signature

Witness: _____
Name

Signature

Print Name and Title

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

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

**AGREEMENT FOR CONTRACTOR SERVICES
BIOSOLIDS DISPOSAL SERVICES
BID NO. UD2016-01**

This Agreement made as of this 3rd day of, May, 2016, by and between the **City of Brooksville**, Florida - (the "CITY"), and Appalachian Material Services, Inc., authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is P.O. Box 97, Terra Ceia, Florida, 34250 Phone: 941-776-8706 Fax: 941-76-8707.

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 provide, all material, labor, supplies, equipment and permitted land application site(s) and to perform all operations in accordance with the specifications and applicable regulations and as listed in the Bid Form for the **BIOSOLIDS DISPOSAL SERVICES BID NO. UD2016-01**.

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 May 3, 2016, and complete all services by May 2, 2018, unless extended by the CITY by issuance of a change order.

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

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed \$0.0523 per gallon, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

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 coverage's 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) 540-3816
Fax: (352) 544-5424
Email: gwright@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:

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 OF BROOKSVILLE, FLORIDA

Attest: _____
Virginia Wright
City Clerk

By: _____
T. Jennene Norman-Vacha
City Manager

Contractor Witnesses:
(2 REQUIRED)

CONTRACTOR:

Witness: _____
Name

Signature

Business Name

By: _____
Signature

Witness: _____
Name

Signature

Print Name and Title

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

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



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT 

FROM: STEVE GOULDMAN, AICP, CITY PLANNER 

SUBJECT: ORDINANCE NO. 864—AX2016-01; VOLUNTARY ANNEXATION FOR JANICE F. GREENE

DATE: MAY 2, 2016

GENERAL SUMMARY/BACKGROUND: The subject property is approximately 0.34 acres in size and is located at 1001 Bethune Street, at the southeast corner of the intersection of Bethune Street and A Street. Janice F. Greene requests through the voluntary annexation process outlined in Chapter 171.044, Florida Statutes, that the property be annexed into the City of Brooksville.

CURRENT LAND USE/ZONING: The subject property has a Hernando County Future Land Use designation of Residential as per the adopted Hernando County Comprehensive Plan. The property has a Hernando County zoning designation of R-1C (Low Density, Single-Family) and is developed with a single-family conventional dwelling and an accessory structure. The general area is primarily developed with single-family homes of a size similar to that of the subject site. Other uses in the area include commercial, office and multi-family residential developments. City water and sewer is presently supplied to the site and no expansion in the area is needed or planned. City fire and police protection will be provided as well.

BUDGET IMPACT: This item will not impact the City's current operating budget.

LEGAL REVIEW: As provided in Florida Statutes § 166.021(1) and as outlined in the City of Brooksville's Charter, the City shall have all governmental, corporate and proprietary powers necessary to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal services unless expressly prohibited by law. Additionally, Florida Statutes § 171.044 specifically allows property owners or their duly appointed representatives to petition a municipality to annex their property into the municipality. The City Attorney has reviewed the Annexation Ordinance for legal sufficiency.

Ordinance No. 864—AX2016-01
Janice F. Greene
May 2, 2016
Page 2

STAFF RECOMMENDATION: The petition appears to meet all of the requirements of Section 171.044, Florida Statutes, for voluntary annexation into the City of Brooksville. Staff therefore recommends City Council approve the annexation request through Ordinance 864. If the annexation is approved, the City's Comprehensive Plan Future Land Use Element will require an amendment to reflect the incorporation and an appropriate land use designation will need to be assigned that is suitable to the property and consistent with the use. Additionally, a zoning amendment will be required to establish a zoning designation that is consistent with the property's current zoning.

CITY COUNCIL ACTION: At the April 18, 2016 regular meeting, the City Council approved the first reading of Ordinance No. 864 to annex the property into the City and scheduled the second and final reading of the Ordinance for May 2, 2016.

ATTACHMENTS: 1. Annexation Petition
2. Proposed Ordinance No. 864 with Exhibit "A," Location Map



CITY OF BROOKSVILLE

PETITION FOR VOLUNTARY ANNEXATION, AMENDMENT OF THE FUTURE LAND USE MAP OF THE BROOKSVILLE COMPREHENSIVE PLAN, AND AMENDMENT OF THE OFFICIAL ZONING MAP

(DO NOT WRITE IN THIS SPACE, FOR CITY OFFICE USE ONLY)

Petition # _____ Annexation _____ FLUMA _____

Date received: _____ Amount Paid: \$ _____

Tentative dates of Hearings: _____

Property Owner

Name: Janice Fagin Greene

Address: 1001 Bethune Street

City: Brooksville State: FL Zip: 34601 Phone/Fax: (352) 799-0202
Cell (352) 442-1644

Applicant

Name: Janice Fagin Greene

Address: 1001 Bethune Street

City: Brooksville State: FL Zip: 34601 Phone/Fax: (352) 799-0202

Agent

Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone/Fax: _____

Key #
148726

General Information

Property Location and/or Address: 1001 Bethune Street B.ville, Fl

Legal Description: _____

Tax Parcel #: R27-222-19-2730-00E0-0200 Parcel Key #: 148726

Site Acreage:

(a) Incorporated Area: _____

(b) Unincorporated Area: _____

(c) TOTAL ACREAGE _____

Existing and Proposed Land Use & Zoning Information

Present Zoning/Land Use Map Designation: _____

Proposed Zoning/Land Use Map Designation: _____

Land Use Map Amendment Required: Yes _____ No _____ From _____ To _____

For All Development:

Flood Zone: _____ Base Elevation Required: _____

Residential Development:

Total # Units: _____ Single Family: _____ Multi-Family: _____

Non Residential Development:

Total Non-Residential Floor Area: _____

Commercial _____ Professional _____ Industrial _____

Mixed Use _____

Description of Existing Land Uses on the subject property:

Description of Existing Land Uses surrounding the subject property:

Proposed Use of the subject property (development description, schedule, and phases):

Maximum allowable density under adopted future land use map designation:

Maximum allowable density under proposed future land use map designation:

Analysis of Soils and topography on the site:

Analysis of flood prone areas on the site:

Analysis of vegetation and natural resources on the site:

Analysis of historical/archeological resources on the site:

Analysis of the relationship of the amendment to adopted population projections:

**Analysis of the impact of amendment on levels of service:
Traffic:**

Potable Water:

Sanitary Sewer:

Drainage:

Solid Waste:

Parks and Recreation:

Submittal Requirements

*The following **MUST** be furnished with this application:*

Signed and sealed survey

Application Form

Justification for analysis responses (computations, copies of original analyses)

Proof of Ownership (Warranty Deed, Title Certification, etc.)

Application fee(s):

Comprehensive Plan Amendments:

Text Amendment (\$750.00 + Admin. Costs).....\$ _____

Map Amendment (\$750.00+ Admin. Costs).....\$ _____

Voluntary Annexation.....\$ No Fee

Advertising Fee (to be billed to petitioner by newspaper).....\$ _____

Certified Letters @\$6.48 (+\$1.00 per letter-Admin. Costs).....\$ _____

AFFIDAVIT

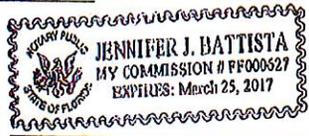
I (we), the undersigned, certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application. I (we) certify that Janice F. Greene, owner is (are) duly designated as the agent(s) for the owner, that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition. Further, it is understood that this application must be complete and accurate and the fee paid prior to processing.

Date: 3/18/16 Title Holder: X Janice F. Greene
Date: _____ Title Holder: _____
Date: _____ Title Holder: _____

State of Florida
County of Hernando

The foregoing instrument was acknowledged before me this 18th day of March, A.D. 2016 by Janice F. Greene, who is personally known to me or who has produced FL ID# 542-U as identification and who did not take an oath.

Jennifer J. Battista
Notary Public



Notary Seal or Stamp

OWNER OR AGENT AFFIDAVIT

**CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA**

I/we, Janice F Greene, being duly sworn, hereby depose and say

Janice F. Greene is are the owner(s) of the herein described property
to-wit:

(Insert Legal Description Below)

PETITION ACKNOWLEDGMENT

This petition is filed pursuant to Section 171.044, Florida Statutes, for the purpose of voluntarily annexing the below described property into the City of Brooksville. This land is situated in the State of Florida, County of Hernando, and is contiguous to the present city boundary and is reasonable compact.

Parcel Key No. 148726

Legal Description: _____

I/we, _____, do hereby state and affirm that all answers to the questions in this application and all sketches and data attached to and made part of this application are honest and true to the best of my knowledge and belief. I further state and affirm that this petition contains the signatures of all the owners of the property proposed to be annexed.

[Signature]
Signature (Owner/Representative)

Janice F. Greene
Print Name

Owner Signature(s)

Print Name

Owner Signature(s)

Print Name

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 18th day of March, 2016 by Janice F. Greene, who is personally know to me or who has produced FL ID # 542-0 as identification.

[Signature]
SIGNATURE OF NOTARY

[Notary Seal]
NOTARY SEAL/STAMP

APPOINTMENT OF AGENT

**CITY OF BROOKSVILLE
COUNTY OF HERNANDO
STATE OF FLORIDA**

I/we, Janice F. Greene, the owner(s) in fee simple of the below described real property hereby appoint Self 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)

Dated: 3/18/16

Signed in the presence of:

WITNESSES:

Signature [Signature]
Print Name Shirley S. Battista

Signature _____
Print Name _____

Signature _____
Print Name _____

Signature _____
Print Name _____

LANDOWNER(S):

X Signature [Signature]
Print Name Janice F. Greene

Signature _____
Print Name _____

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 10th day of November, 1998, from JOSEPH GREENE, JR., whose address is: Road St. Francis, Brooksville, FL 34601, "Grantor" to JANICE F. GREENE, "Grantee" whose address is 1001 Bethuna Street, Brooksville, Florida 34601.

WITNESSETH: that the said Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Hernando, State of Florida, to-wit:

MITCHELL HEIGHTS, BLOCK E, LOTS 20, 21, ORB 394, PG 132, Official Records of Hernando County, Florida.

TOGETHER WITH all the tenements, hereditament and appurtenances thereunto belonging, and the revisions, remainders, rents, issues and profits thereof.

THIS IS A DEED OF CONVENIENCE, NO MONIES HAVE BEEN EXCHANGED.

TO HAVE AND TO HOLD all and singular the appurtenances, unto Grantee and his heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary A. Elliott
Alfred Holmes

Joseph Greene
JOSEPH GREENE

RCD Apr 05 1999 10:00am
KAREN NICOLAI, CLERK

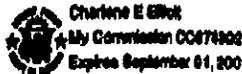
I hereby certify that I prepared this instrument from information given me by the parties hereto. I do not guarantee marketability of title, accuracy of the description or quantity of land described, as I did not examine the title to the property involved.

STATE OF FLORIDA
COUNTY OF

Before me personally appeared: JOSEPH GREENE, Jr., who are personally known to me or who have produced as identification, and being duly sworn before me this 10th day of November, 1998, and who did/did not take an oath.

Charlene E. Elliott
NOTARY PUBLIC

PREPARED BY:
LAW OFFICES OF
JOHN R. VITOLA
Post Office Box 626
Brooksville, FL 34605-0626



FILE# 99-815029
HERNANDO COUNTY, FLORIDA

DEED REC STAMPS
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ORDINANCE NO. 864

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Janice F. Greene, owner of a parcel of real property (the “Property”) in an unincorporated area of Hernando County, which is contiguous to the corporate limits of the City of Brooksville, Florida (the “City”), and which is reasonably compact, has authorized the City Council to annex certain Property into the City of Brooksville, Florida; and,

WHEREAS, Janice F. Greene is the sole owner of the Property in the area proposed to be annexed; and,

WHEREAS, a petition has been filed pursuant to Chapter 171, Florida Statutes, particularly Section 171.044, to request the integration, annexation, and incorporation of certain Property into the City; and,

WHEREAS, said petition and supporting documentation has been reviewed to satisfy each and every requirement of Section 171.044, Florida Statutes, and, the area to be annexed meets the criteria in Chapter 171, Florida Statutes; and,

WHEREAS, the City has determined its service delivery systems can accommodate the annexation of that certain Property without adversely impacting other property within the City or the residents of the City; and,

WHEREAS, this Ordinance to voluntarily annex said the Property, and to redefine the boundary lines of the City to include said Property, has been adopted after notice of the annexation being published and after being heard at a public hearing at which time any and all parties in interest and all others had an opportunity to be heard in a public proceeding; and,

WHEREAS, the City Council of the City of Brooksville, Florida has reviewed the petition to annex certain Property into the City and hereby declares same to be sufficient under the terms and requirements of the City of Brooksville Charter, the City of Brooksville Code of Ordinances and Chapter 171, Florida Statutes.

NOW THEREFORE, be it ordained by the City Council of the City of Brooksville, Florida, as follows:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are incorporated herein and made a part hereof.

SECTION 2. PURPOSE. The purpose of this Ordinance is to authorize the voluntary annexation of Property owned by Janice F. Greene into the City of Brooksville, Florida by the Petition for Voluntary Annexation submitted by the owner as authorized by Section 171.044, Florida Statutes.

SECTION 3. AUTHORITY. The City Council is authorized to take this action pursuant to Section 1.02 of the City Charter of the City of Brooksville, as well as Section 171.044, Florida Statutes.

SECTION 4. SUFFICIENCY OF PETITION. That the owner, Janice F. Greene, has absolute and specific authority to execute and file a petition for voluntary annexation for the Property located in Hernando County, Florida, more specifically described herein, to voluntarily annex the Property into the corporate limits of the City.

SECTION 5. LEGAL DESCRIPTION OF ANNEXED AREA. That certain Property, as is depicted on Exhibit "A" which is attached hereto and incorporated herein by reference, and is more particularly described in this section is hereby voluntarily annexed into the corporate limits of the City of Brooksville, Florida, to-wit:

Legal Description

Mitchell Heights Blk E, Lots 20 & 21. ORB 394, Page 132, Official Records of Hernando County, Florida.

Key #148726

Parcel #R27 222 19 2730 00E0 0200

SECTION 6. CONDITIONS OR LIMITATIONS OF ANNEXATIONS. The Property described herein is annexed subject to the following condition(s):

- A. If development occurs on this Property prior to the City adopting a Comprehensive Plan Amendment assigning a land use designation to this Property, and zoning the Property consistent with the land use designation, then said development would be required to comply with Hernando County land use and zoning regulations and be consistent with applicable Hernando County and City performance standards.

B. Annexation shall include the integration of all of the public right-of-way lying directly adjacent to the annexed Property.

SECTION 7. BOUNDARY MODIFICATIONS. All City of Brooksville boundary maps, charter and ordinance provisions pertaining to boundaries, codes and regulations shall be automatically hereby amended so as to conform to the boundary revision described herein. The boundary lines of the City shall thereupon automatically be redefined as to include supplementary the land described and incorporated into this ordinance.

SECTION 8. PUBLICATION. That prior to final reading and passage of this ordinance, appropriate notice was published once a week for two (2) consecutive weeks in a newspaper of general circulation within the City and that a copy of said notice was provided by certified mail to the chief administrative officer of Hernando County, Florida.

SECTION 9. OFFICIAL FILING OF ORDINANCE. That within seven (7) days after adoption, a certified copy of this Ordinance shall be forwarded and filed with the Clerk of the Circuit Court of Hernando County, Florida, and served upon the Chairman of the Board of County Commissioners of Hernando County, Florida; the Property Appraiser of Hernando County, Florida and the Department of State, Secretary of State, State of Florida; and such other entities which require notice of annexations.

SECTION 10. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. CONFLICTS AND REPEALER. This Ordinance shall be cumulative of all provisions of the ordinances of the City of Brooksville, Florida, except where provisions of this Ordinance are in direct conflict with the provisions of such ordinance, which event all ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 12. AMENDMENT TO THE CODE. The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 10, 11, and 12, shall not be codified.

SECTION 13. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

CITY OF BROOKSVILLE, FLORIDA

ORDINANCE NO. 864

Attest:

Virginia Wright, City Clerk

By:

Natalie Kahler, Mayor

NOTICE to the County Administrator of the Hernando County Board of County Commissioners was sent via certified mail on the 29th day of March, 2016.

NOTICE was mailed to affected parties (if any) via United States Certified Mail on the _____ day of _____, 20__.

PASSED on First Reading _____.

NOTICE Published on _____.

PASSED on Second & Final Reading _____.

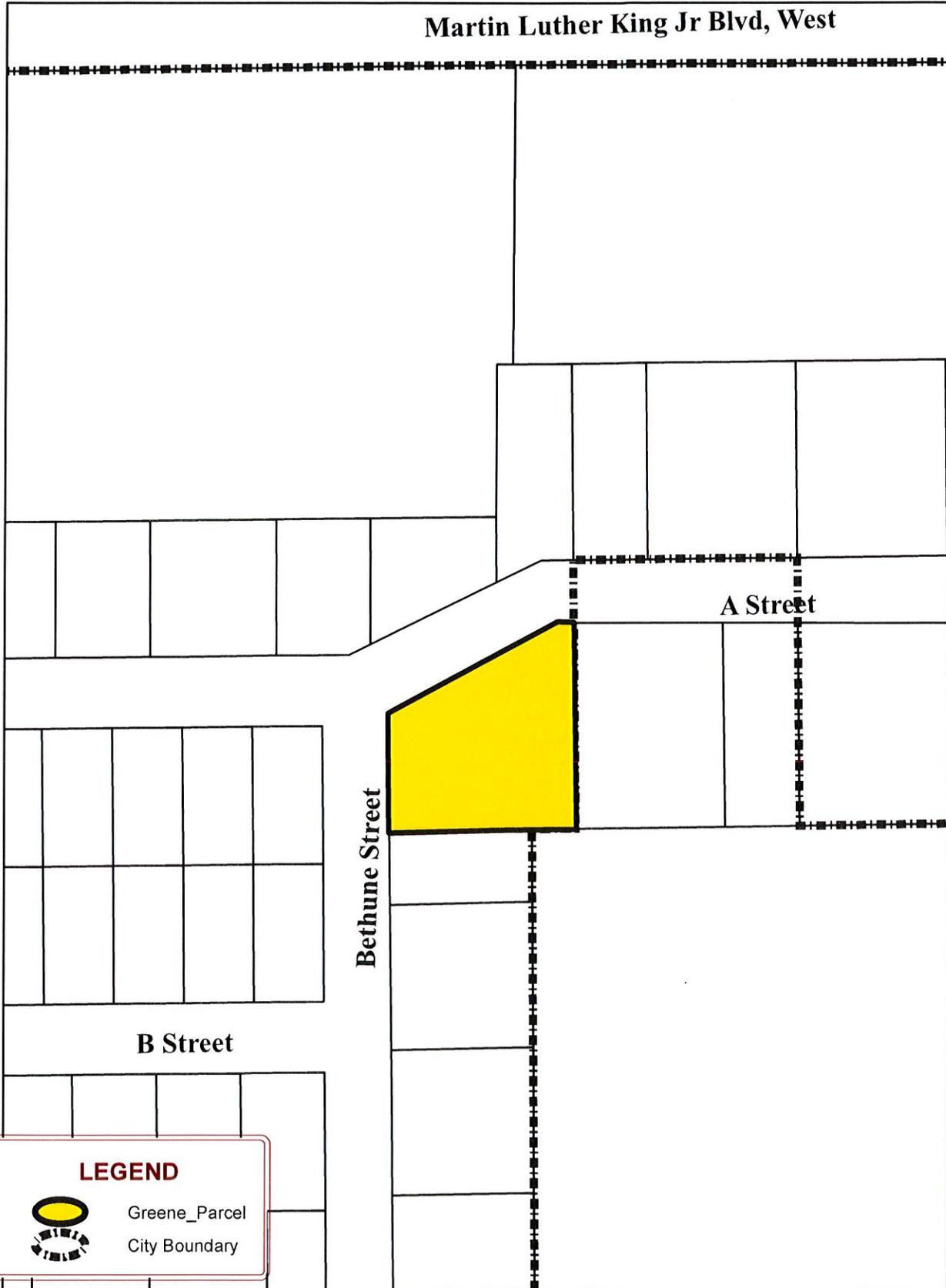
Approved as to form for the reliance of the City of Brooksville only:

VOTE OF COUNCIL:
Council Member Burnett _____
Council Member Erhard _____
Council Member Kemerer _____
Vice Mayor Battista _____
Mayor Kahler _____

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



Attachment "A" to Ordinance No. 864
 Janice F. Greene
 Annexation Petition--April 2016



*Basic 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.

**CORRESPONDENCE TO NOTE
REGULAR COUNCIL MEETING – MAY 2, 2016**

CORRESPONDENCE TO NOTE

1. **TYPE:** Letter
 DATE RECEIVED: April 18, 2016
 RECEIVED FROM: FDOT/ Jeffrey F. Dow, LGCP Coordinator
 ADDRESSED TO: Bill Geiger, Community Development Director
 SUBJECT: City of Brooksville Adopted Amendment 15-1 ESR

2. **TYPE:** Memorandum
 DATE RECEIVED: April 26, 2016
 RECEIVED FROM: Public Works Director
 ADDRESSED TO: City Council
 SUBJECT: City of Brooksville Recycling Program



Florida Department of Transportation

RICK SCOTT
GOVERNOR

11201 N. McKinley Drive
Tampa, Florida 33612

JIM BOXOLD
SECRETARY

April 18, 2016

Mr. Bill Geiger, Director
Community Development
201 Howell Avenue
Brooksville, FL 34601

Re: City of Brooksville Adopted Amendment 15-1 ESR

Dear Mr. Geiger:

We have reviewed Brooksville's adopted comprehensive plan (the Plan) Amendment 15-1 ESR according to the provisions of Chapter 163, Florida Statutes, and our Plan review guidelines. We are providing the following assessment.

Background: Located in central Hernando County, Brooksville had a 2010 population of 7,719 (US Census). Predominant land uses include undeveloped, residential, commercial and agricultural. US 41, US 98, SR 50, and SR 700 are state facilities that serve the city.

Proposal: The City has adopted changes to the Infrastructure and Intergovernmental Coordination Elements as they are updating their Water Supply Facilities Work Plan. The City anticipates that the total system demand will increase to 2,054,000 gallons per day by the year 2030. According to the transmittal letter, "modifications were made to the text relative to the City's reclaimed water capacity expansion as well as other water conservation efforts...." The modifications do not present any issues to the Department.

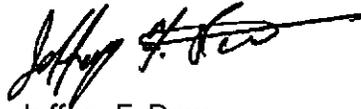
Comments: Again, the Department's only comment is that, as improvements to the water supply system are considered, any work within state right-of-way will require a permit from FDOT.

CTN
05-02-16
JN/Valley

Mr. Bill Geiger
April 18, 2016
Page 2

Thank you for the opportunity to review this amendment. Should you have any questions please do not hesitate to contact me at 813-975-6444 or at jeffery.dow@dot.state.fl.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffery F. Dow", with a long horizontal flourish extending to the right.

Jeffery F. Dow
LGCP Coordinator

cc: Dana Reiding, Administrator of Intergovernmental Programs, FDOT
Ray Eubanks, Plan Processing Administrator, DCA
Waddah Farah, PDA Administrator, FDOT District 7
Daniel Santos, AICP, Growth Management Supervisor, FDOT District 7



MEMORANDUM

TO: THE HONORABLE MAYOR AND COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: RECYCLING PROGRAM UPDATE

DATE: April 26, 2016

This memorandum is to provide an update and information on the City's Curbside Recycling Program.

The City's Curbside Recycling Program began in Fiscal Year (FY) 2010. When the program began, the City's recycling broker required that all collected recycling items be separated into three separate categories for acceptance: 1. aluminum and plastics; 2. newspaper/junk mail; and 3. cardboard. The Public Works Department collected City curbside recyclables three (3) times per month; each week collecting only items of one (1) category. Aluminum and plastics were collected on the first Wednesday of each month; newspaper/junk mail were collected on the second Wednesday of each month; and cardboard was collected on the third Wednesday of each month. Participants in the Curbside Recycling Program had to store each of the grouped items for a month at a time, before they could be placed curbside for collection.

In 2012, staff located a recycler (*Land O' Lakes Recycling*) that accepted mixed recyclables from a single container (single-stream recycling). Additionally, Land O' Lakes Recycling paid the City a nominal fee for all recyclables delivered to their processing facility. Changing to a single-stream recycling program made it possible for the City to collect all categories of recyclables twice per month from City participants.

Currently recyclables are collected twice a month, on the first and third Wednesdays.

Listed below are some of the benefits provided for the City and its residents through the single-stream Recycling Program:

- Single-stream recycling is much more user friendly, as residents do not have to store recyclables for a month at a time. All recyclables are collected from participants twice per month.

Handwritten notes:
Vach for TSNV
JRW
for RR

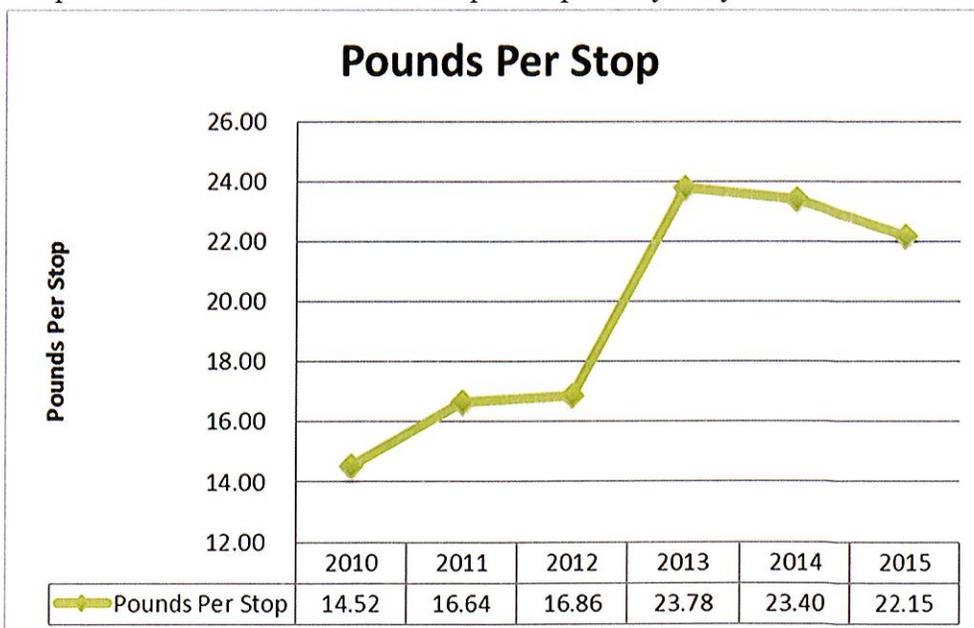
Handwritten notes:
CTN
05-02-16
JRW
TNVach

- Single-stream recycling has reduced recycling costs for the City by eliminating one collection route per month (twice per month rather than three). This reduces collection vehicle overall operating and maintenance costs.
- Recyclables are transported to Land O' Lakes which is relatively local. Land O' Lakes has purchased property within the City of Brooksville, which may eliminate transporting recyclables outside of the City.
- The City has received \$3,598.98 over the last three (3) fiscal years (2013, 2014 and 2015) from Land O' Lakes Recycling. Although this is a nominal amount, most small recycling programs do not receive any funds.

The City's Curbside Recycling Program has been successful in Brooksville and has continued to grow since offered to our residents. Since its inception in fiscal year 2010 the City has collected almost 300 tons of recyclable materials, saving close to 1,000 cubic yards of landfill space. 1,000 cubic yards of recyclables is equivalent to about 62.5 large dump trucks filled with recyclable materials.

The average pounds per stop for the fiscal years between FY2010 and FY2012 was about 16 pounds per stop. When the City changed to a single-stream recycling program, the average pounds per stop increased by almost 44%, increasing the average pounds per stop for the fiscal years between FY2013 and FY2015 to 23 pounds per stop. This is shown in Graph 1.

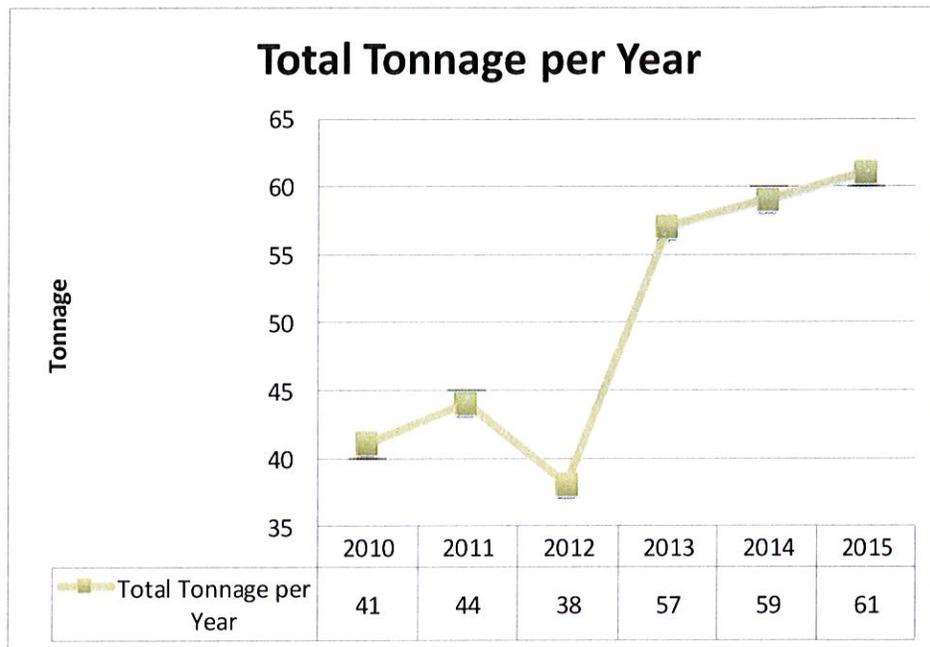
Graph 1 shows the collected Pounds per Stop of City Recyclables between FY2010 and FY2015.



Implementing a single-stream Recycling Program improved the number of participants within the Program. The average participating recycling customers between FY 2010 and FY 2012 was about 531. After the City implemented the single-stream Recycling Program, the average participating recycling customers between FY 2013 and FY 2015 increased to approximately 683 or by about 29%.

Additionally, we have seen that the collection tonnage continues to increase each year. You'll notice in Graph 2, below, that following the implementation of the single-stream Recycling Program in late 2012, the amount of tonnage collected for the year increase greatly. The collection of recyclables has continued to increase each year since fiscal year 2012.

Graph 2 shows Yearly Tonnage Collection of recyclables for fiscal years 2010 through 2015.



Please let us know if you have any further questions regarding our City Curbside Recycling Program.