

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

JULY 18, 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
BROOKSVILLE, FL 34601**

AGENDA

July 18, 2016

5:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

**C. 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 Natalie Kahler, Mayor, Robert Battista, Vice Mayor, Council Members Frankie Burnett, Betty Erhard, and William Kemerer; Attorney's for the City of Brooksville, Thomas Hogan, Jr. , Clifford A. Taylor, Jennifer Rey; City Manager, T. Jennene Norman-Vacha; and Court Reporter of Carolyn F. Engel & Associates. The meeting is expected to last approximately one-hour.

ADJOURN EXECUTIVE SESSION

RECONVENE COUNCIL MEETING 7:00 P.M.

D. CERTIFICATES AND PROCLAMATIONS

1. **Margaret R. Ghiotto Beautification Award - Commercial Award**
Recognition of improvements to the property owned by Bromar Motors located at 605 E. Jefferson Street, Brooksville.

Presentation:	Scott Renz, Beautification Board Chair and Mayor
Attachments:	Letter from Beautification Board Chair dated 5/11/ 2016; Award Certificate.

2. **Proclamation - Parks & Recreation Month**
Proclamation recognizing July as Parks & Recreation month.

Presentation:	Mayor
Attachments:	Proclamation

REGULAR COUNCIL MEETING – July 18, 2016

3. **Proclamation – “Get Healthy Vitamins and Natural Foods” 25th Anniversary**

Proclamation recognizing the 25th Anniversary of Get Healthy Vitamins and Natural Foods.

Presentation: Mayor
Attachment: Proclamation

4. **Proclamation - William Smith Retirement**

Proclamation honoring Department of Public Works Superintendent of Utilities William S. Smith who retired from the City of Brooksville on June 30, 2016 after more than 33 years of service.

Presentation: Mayor
Attachment: Proclamation

E. **PRESENTATIONS AND REQUESTS FOR SPONSORSHIP CREDITS**

1. **Sponsorship Credit – Junior Service League of Brooksville Masquerade Madness 5K/10K/ One Mile Fun Run**

Consideration of request for special event sponsorship credit for the 4th Annual Masquerade Madness 5K/10K and One Mile Fun Run scheduled for October 22, 2016.

Presentation: Junior Service League
Recommendation: Direction to Staff
Attachments: Letter from Junior Service League dated 6-16-2016; Street Closure Permit Application & Map; Facility Use Agreement; Certificate of Insurance.

2. **Update on Recent Workers’ Compensation Florida Supreme Court Decisions**

Presentation: Don Roper/Attorney for Public Risk Management of Florida

F. **CITIZEN INPUT**

REGULAR COUNCIL MEETING – July 18, 2016

G. CONSENT AGENDA

1. **Conveyance of Property for the Good Neighbor Trail Right of Way**
Consideration of acceptance of conveyance of property right of way necessary for the Good Neighbor Trail Preferred Route.
2. **Code Enforcement Hearing Officer/Special Master Agreement Renewal – Kenneth Warnstadt**
Consideration to renew agreement for professional services for Code Enforcement Hearing Officer/Special Master for a 1-year term of September 17, 2016 through September 16, 2017.
3. **Bid Award No. PR2016-04 Department of Public Works Re-Roof**
Consideration to award Bid No.PR2016-04 to Ryman Roofing in the not-to-exceed amount of \$104,635.00.
4. **Florida Department of Transportation (FDOT) Traffic Signal, Maintenance and Compensation Agreement Amendment**
Consideration to approve the FDOT Traffic Signal, Maintenance and Compensation Agreement Amendment.
5. **Edward Byrne Memorial Justice Assistance Grant (JAG) Program – FY2017**
Consideration of approval to authorize the Mayor to sign the consensus grant award letter in the amount of \$22,899.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1. Memo from City Attorney dated 7/14/2016; Quit Claim Deed. 2. Memo from Community Development Director dated 6/24/016; Agreement for Professional Services. 3. Memo from Parks, Recreation & Facilities Director dated 7/05/2016; Bid Opening Minutes; Bid Certification Form; Contract Agreement. 4. Memo from Department of Public Works dated 7/07/2016; Revised Agreement; Amendment. 5. Memo from Chief of Police dated 7/08/2016; Brooksville's Consensus Grant Award Letter dated 7/18/2016; Letter of

REGULAR COUNCIL MEETING – July 18, 2016

County-wide JAG-State
Solicitation dated 6/22/2016;
Letter from Chairman/Substance
Abuse Policy Advisory Board
dated 7/18/2016.

H. REGULAR AGENDA

1. Renaming of the Cobb Road Water Reclamation Facility

Consideration to approve the renaming of the Cobb Road Water Reclamation Facility, to the William S. Smith Water Reclamation Facility.

Presentation: Director of Public Works
Recommendation: Approval to Rename Cobb
Road Water Reclamation Facility
to the William S. Smith Water
Reclamation Facility.
Attachments: Memo from Director of Public
Works dated 7/11/2016.

2. Employee Health/Medical Plan Update & Renewal of Employee Benefit Insurance Coverages

Consideration to approve renewal of Employee Benefit Insurance Coverages for Fiscal Year 2017.

Presentation: Shawn Flemming/Gehring Group
Attachments: Memo from City Manager dated
7/13/2016; Medical & Dental
Renewal Rates.

3. Resolution 2016-07 Election Qualifying Ratification

Consideration of Resolution ratifying the results of the qualifying period.

Presentation: City Clerk
Recommendation: Approval of Resolution upon
Roll-Call Vote
Attachments: Memo from City Clerk dated
7/06/2016; Proposed Resolution
No. 2016-07.

4. Tentative Fire Assessment Rates for Fiscal Year 2017

Consideration to adopt the Tentative Fire Assessment Rates for Fiscal Year 2017 as outlined for the TRIM requirements and approve a Public Budget Hearing date of September 7, 2016 at 5:01 p.m.

Presentation: Fire Chief
Recommendation: Adoption of the FY2017 Fire
Assessment Rates and approve a
Public Budget Hearing date of
September 7, 2016 at 5:01 p.m.

REGULAR COUNCIL MEETING – July 18, 2016

Attachments: Memo from Fire Chief dated
7/12/2016.

I. CITIZEN INPUT

J. ITEMS BY COUNCIL

K. ADJOURNMENT

CORRESPONDENCE TO NOTE

1. TYPE: Letter
DATE RECEIVED: May 26, 2016
RECEIVED FROM: Florida's Adventure Coast/Tammy J. Heon
ADDRESSED TO: City Manager
SUBJECT: Thank you letter - Use of the Mining Association
Enrichment Center

2. TYPE: Memorandum
DATE RECEIVED: June 15, 2016
RECEIVED FROM: Richard Radacky
ADDRESSED TO: City Manager
SUBJECT: South Alabama Avenue Update

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AGENDA ITEM NO. C

EXECUTIVE SESSION

**CITY OF BROOKSVILLE
EXECUTIVE SESSION
JOSEPH E. JOHNSTON, III COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601**

AGENDA

July 18, 2016

5:00 P.M.

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
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EXECUTIVE SESSION PURSUANT TO F. S. CHAPTER 286.011(8)

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ADJOURN EXECUTIVE SESSION

- D. ADJOURNMENT**

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May 11, 2016

Hilltop Partners, LLC
Bromar Motors
605 E. Jefferson Street
Brooksville, FL 34601

Re: Margaret R. Ghiotto Commercial Improvement Award

The City of Brooksville Beautification Board is pleased to advise you that you have been selected to receive the monthly Margaret R. Ghiotto Commercial Improvement Award for beautifying your business at 605 E. Jefferson 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 6, 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 business, but the City of Brooksville.

Sincerely,

Scott Renz, Chairman
Beautification Board

/ldb

Margaret R. Giotto

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*



BRONXIA MOTORS

605 E. Jefferson Street



Presented this 20th day of June, 2016

Mayor

City Clerk

Proclamation

Whereas, the City of Brooksville recognizes the benefits derived from parks and recreation resources and that they are an integral part of the City of Brooksville, as well as communities throughout this country; and,

Whereas, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities by providing programs that help build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and improve the mental and emotional health of all citizens, offering free and low-cost opportunities to get out and play; and,

Whereas, parks and recreation programs give children a chance to learn life lessons, such as how to be part of a team, to experience successes early and to dream big, building future leaders by giving them an opportunity to lead and experience personal achievements; and,

Whereas, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,

Whereas, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, produce habitat for wildlife and are fundamental to the environmental well-being of our community, as well as ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,

Whereas, The City of Brooksville and its Park properties are proud to be a part of the State of Florida's Recreation and Park system. The City's park properties offer playgrounds, community and enrichment centers, softball fields, walking/running/bike/skate trails, basketball, tennis, racquetball, volleyball, horseshoe courts, a softball/baseball batting cage, along with youth and adult recreational programs and events.

Now therefore, we the Undersigned as City Council for and on Behalf of the City of Brooksville, do hereby proclaim July 2016 as

Parks & Recreation Month

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 18th day of July, 2016, A.D.

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, Karen Greenway and Laura Dewitt moved to Brooksville from England to establish "Brooksville Natural Foods" in 1991.

Whereas, in 1999 the establishment relocated to a larger location, and also opened a second store "Inverness Natural Foods."

Whereas, a third store "Spring Hill Natural Foods" was purchased in 2002.

Whereas, in 2011 the stores were renamed to "Get Healthy Vitamins and Natural Foods."

Whereas, Karen Greenway and Laura Dewitt are 26 year Brooksville residents who have always had a deep commitment to the Brooksville community, supporting many events and hosting the Annual Brooksville Cycling Classic in downtown Brooksville since 2010.

Whereas, Get Healthy Vitamins and Natural Foods mission is to provide customers with exceptional service and the highest quality product; to share knowledge and access to information in order for customers to achieve optimal health.

Whereas, the stellar reputation that the business enjoys is a testament to the success of their stated mission.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville, hereby express our sincere gratitude and appreciation to Karen Greenway and Laura Dewitt, owners of "Get Healthy Vitamins and Natural Foods" for their extraordinary accomplishments, as well as their community contributions and wish them a

"Happy 25th Anniversary"

with many more years of continued success.

In Witness Whereof, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 18th day of July 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, those who have dedicated their careers to public service are worthy of praise and exemplary commendation; and,

Whereas, **William S. Smith**, was employed by the City of Brooksville on March 17, 1983, with the Brooksville Department of Public Works; and,

Whereas, those who have dedicated their careers to public service in the protection of natural resources, public health, safety, and well being of the residents and visitors of the City of Brooksville and Hernando County; and,

Whereas, **William S. Smith**, is such a person of dedicated service who has distinguished himself as a public servant worthy of praise and commendation having served thirty-three (33) years in faithful and dedicated service to his fellow men and women and to the City of Brooksville, Florida; and,

Whereas, **William S. Smith**, having initially been hired on March 17, 1983, as an Electrician/Utility Plant Mechanic, and on June 20, 1983, was promoted to Assistant Superintendent of Utilities and on October 12, 1983, was promoted to Superintendent of Utilities; and,

Whereas, **William S. Smith**, has planned, permitted and directed the modernization and expansion of the public utilities systems of the City of Brooksville, which includes potable water, wastewater and later, reclaimed water for industrial purposes and residential, golf course and common area irrigation; and,

Whereas, **William S. Smith** has acquired, trained, and led a team of professionals in the daily operation, delivery, treatment, and repair of utilities systems in compliance with the rules and regulations of the United States Environmental Protection Agency, the Southwest Florida Water Management District, and the Florida Departments of Environmental Protection, and Health; and,

Whereas, **William S. Smith's** leadership and dedication to public service resulted in the City of Brooksville being awarded "The Best Tasting Water in Florida" award by the Florida Rural Water Association in 2015; and,

Whereas, **William S. Smith**, has chosen to retire as of June 30, 2016.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville, do hereby wish to express our individual and collective gratitude to William S. Smith for thirty-three years (33) of dedicated and exemplary service to the citizens of the City of Brooksville and for his steady hand in administering the operations of the City of Brooksville's water and wastewater utilities systems. The City is a better place for his having a hand in its development. And, upon the occasion of William S. Smith's retirement, the City Council extends its sincere best wishes for joy, peace, good health, smooth seas, relaxation, great family visits, and never forgets his friends in the City of Brooksville government.

In Witness Whereof, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 18th day of July, 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 Council
AGENDA ITEM: E1
July 18, 2016

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS/FACILITIES & RECREATION
DIRECTOR

SUBJECT: JUNIOR SERVICE LEAGUE OF BROOKSVILLE – REQUEST
FOR SPECIAL EVENT SPONSORSHIP CREDIT

DATE: July 6, 2016

GENERAL SUMMARY/BACKGROUND: We are in receipt of a request from the Junior Service League of Brooksville to provide a sponsorship credit for their 4th Annual Masquerade Madness 5k/10k/1 mile Fun Run on Saturday, October 22, 2016. The run will begin at the Good Neighbor Trailhead at Russell Street Park and go east to Mondon Hill Road, and then return to the starting point at Russell Street Park. An appropriate Certificate of Insurance has been provided to the City, along with the required security deposit of \$275.00.

The park rental fee for the Good Neighbor Trail is \$275.00, and the Police Department estimates costs in the amount of \$257.10 for traffic control coverage, for a total fee of \$532.10.

BUDGET IMPACT: Monies in the amount of \$15,000 have been tentatively proposed in the Fiscal Year 2017 budget for sponsorship for such events in line item 001-010-511-59901. To date, Council has approved \$0.00 in Sponsorship Credits for Fiscal Year 2017.

LEGAL REVIEW: The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events. Pursuant to Special Event Sponsorship Credit Policy, Policy No. 3-2012, the City Council has the authority to provide Sponsorship Credits for offsetting City costs.

STAFF RECOMMENDATION: Direction to Staff.

ATTACHMENTS:

1. Facility Use Agreement
2. Letter from Junior Service League Past President
3. Street Closure Permit & Map
4. Certificate of Insurance

Junior Service League of Brooksville
PO Box 936
Brooksville, Florida 34605

June 16, 2016

Dear City Council Members,

The Junior Service League of Brooksville has been serving Hernando County since 1936. On October 22, 2016, we will host our 4th Annual Masquerade Madness 5K, 10K, and 1 mile run at Russell Street Park along the Good Neighbor Trail. This event is not only a great fundraiser for our organization, but also an excellent showcase of our beautiful downtown area and the wonderful public amenities available. We expect participants from all over the Tampa area to be visiting our city for the day.

This year, in addition to our many philanthropic projects, proceeds from the race will again be focused on creating food parcels that will be delivered to homeless students and their families through our partnership with the Hernando County School District's Students and Families in Transition program. We realize these students depend greatly on free and reduced breakfast and lunch for their daily nutritional needs and are thankful to have a part in providing for them when they are not in school. Last year, we were able to serve 200 students for the 16 days of winter break and 150 students for spring break.

Because of our charitable focus, we are requesting that the fees from the City of Brooksville and Brooksville Police Department for traffic guards (Temporary Street Closure) as well as the park usage fees due to Parks and Recreation be waived. Every dollar that we are not spending towards the logistics of our event will be directed towards the needs of those in Hernando County.

Respectfully Yours in Service,

A handwritten signature in black ink that reads "Alysha Smith". The signature is written in a cursive style with a large initial "A" and a long, sweeping underline.

Alysha Smith,
Junior Service League Past President
Race Chair 2016

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

INSTRUCTIONS: COMPLETE TOP PORTION OF FORM AND RETURN TO CITY CLERK'S OFFICE at 201 Howell Avenue, Brooksville, FL 34601 for processing. A broad form type events coverage or other insurance policy acceptable to the City is required to protect the City from any and all claims for injuries, or damages occurring during or resulting from this event in an amount of not less than \$300,000 for each individual and \$500,000 for event. Applicant will be notified of estimated cost; receipt of the deposit and the Certificate of Insurance are required not later than three (3) business days before the event.

Certificate Attached Yes No

Waiver Requested* Yes No

Approved by Council Yes No

Name or Organization Sponsoring: <u>Junior Service League of Brooksville</u>		Event <u>Masquerade Madness 5K/10K/1mike fun run</u>	
Contact Person: <u>Alysha Smith</u>		Address <u>PO Box 936; Brooksville 34605</u>	Telephone: <u>650-6834</u>
If unavailable (Alternate Name) <u>Ginger Korbus</u>		E-Mail: <u>jsl@brooksville@gmail.com</u>	Telephone: <u>941-447-9865</u>
Date of Event: <u>AMS</u> <u>10-22-16</u>	Starting Time: <u>7AM</u>	Ending Time (approx): <u>11AM</u>	Estimated Number of Participants: <u>100</u>
Proposed Route (include Street/Avenue, attach location map) <u>Run begins starts @ Russell St. Park. Runners will cross S. Brooksville Ave & SR50 at beginning and end of run.</u>			
I/We <u>Junior Service League of Brooksville</u> assume responsibility for reimbursing the City's cost as estimated below, and all liability for injuries and damages and will hold the City harmless from any claims arising directly or indirectly from the event, including or as a result of City's closure of the street(s) to facilitate the event, and, if applicable, authorization to use copyrighted materials. If applicant is a corporation, association, or partnership, the undersigned warrants he/she is authorized to execute binding contracts on behalf of the applicant.			
Signature <u>Alysha Smith</u>			
State of Florida County of Hernando			
The foregoing instrument was acknowledged before me this <u>17</u> day of <u>May</u> 20 <u>16</u> , by <u>Alysha Smith</u> , who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.			
[Signature of Notary Public] <u>Summer Melodie Miler</u>		[Printed, typed or stamped name of Notary Public] <u>Summer Melodie Miler</u>	

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

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

DISTRIBUTION: Original: Return to Applicant

Copies: Chief of Police, Director of Public Works, City Manager and City Clerk

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

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

Total Deposit \$ _____		Received By: _____		Date _____	
Public Works Director <u>[Signature]</u>	Date <u>05-31-16</u>	Police Chief <u>[Signature]</u>	Date <u>6-13-16</u>		
		City Manager <u>[Signature]</u>	Date <u>6-14-16</u>		

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: MASQUERADE MADNESS 5K/10K FUN RUN
 Starting: 10/22/16 7 AM End: 10/22/16 11 AM

Police Department

Personnel ATTACHED @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 _____ @ \$ _____ = \$ _____
POLICE DEPARTMENT TOTAL \$ 257.10

Fire Department

Personnel _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 _____ @ \$ _____ = \$ _____
FIRE DEPARTMENT TOTAL \$ 0
on Duty Crew will be utilized

Public Works

Personnel (St) _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 Personnel (Gar) _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
PUBLIC WORKS TOTAL \$ 0

Parks & Recreation

Personnel N/A @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment N/A @ \$ _____ = \$ _____
PARKS & REC TOTAL \$ -

Community Development

Tent Rental \$ _____ **COMMUNITY DEV. TOTAL \$ _____**

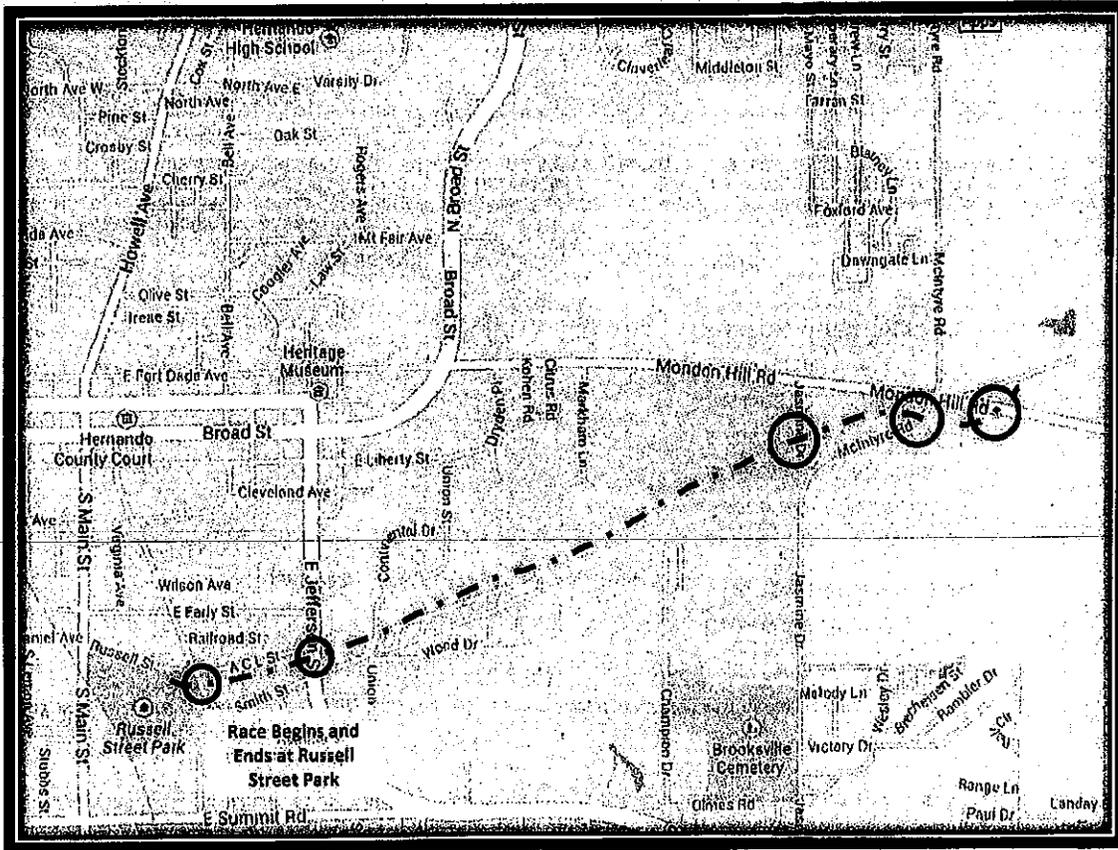
ESTIMATED TOTAL DUE CITY \$ _____

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

**Per Council Policy 3-2012: Applicants may request a Fee Waiver of up to 50% of City required Special Event Permit Fees. Council may, with a supermajority vote or at a minimum, a 4-1 vote, waive fees above the 50%. A request for a Fee Waiver must be submitted with a Special Event permit application. The City may, in its discretion, approve all, part, or none of a Fee Waiver request. Applicants are encouraged to solicit volunteer agencies to offset costs. City should be listed as a sponsor and City logo should be added to event website/media/marketing materials if fees are waived.*

Initial of Applicant _____

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



----- Approximate Trail Path

- Intersections of Trail Path with Traffic County Road Closure or Traffic Guards needed
- Intersections of Trail Path with Traffic City Road Closure Permits in process.

CITY OF BROOKSVILLE PARKS & RECREATION DEPARTMENT FACILITY USE AGREEMENT

rec
Deposit CK 5545
Insurance ✓
Calendar ✓



Fee Waiver Request

Jerome Brown Community Center () Hall/Gym () Conference Room () Kitchen
 Enrichment Center () 1st Fl Conf. Rm. () 2nd Fl Conf. Rm. () Kitchen
 Other Facility Russell Street Park + Good Neighbor Trail

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

If an organization, name of representative: Alysha Smith

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

Address: P.O. Box 936 City: Brooksville State: FL Zip: 34605

Contact person: Alysha Smith Day Telephone 650-6834 Evening Same

Alternate contact person: Ginger Korbus Day Telephone 941-447-9865 Evening Same

Description of event: 5K/10K/1 mile Fun Run on Good Neighbor Trail
(Costumes optional) Anticipated attendance: _____

Attendees will be: Adult Teen Elem Preschool; If youth event, number of supervising adults: _____

Day(s) of event: M - T - W - Th - F - (Sa) - Su Start date of event: 10/22/16 Ending date: 10/22/16

Time event begins: 7:00 (AM) Time event ends: 11:00 (AM)

Set-up: Date N/A (Day of) From _____ AM/PM to _____ AM/PM

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

Food/merchandise sales*: Yes No; Describe: _____

Refreshments served: Yes No; Describe: Water

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

RATES & FEES

User Fees: The base user fee for the requested facility is \$275.00 (plus Florida sales tax, if applicable) for the period set forth in this application. If applicable, each additional hour or part thereof, and the cost of additional equipment, supplies and services, will require an additional fee.

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

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

USE AGREEMENT TERMS

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

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

Applicant User/Name: Alysha Smith Signature: [Signature] Date: 5-3-2016

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

CERTIFICATE OF INSURANCE

DATE: 5/19/2016

CERTIFICATE NUMBER: 20160420412881

AGENCY:

ESIX 3 LLC
d/b/a Entertainment & Sports Insurance eXperts (ESIX)
d/b/a Entertainment and Sports Insurance Agency (California)
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Telephone)
678-324-3303 (Facsimile)

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

NAMED INSURED:

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

Sports Event Management

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

Masquerade Madness (10/22/2016 - 10/23/2016)

POLICY/COVERAGE INFORMATION:

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

INS TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A GENERAL LIABILITY				
X Occurrence	PHPK1403938	11/1/2015 12:01 AM	11/1/2016 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
				DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
				MEDICAL EXPENSE (Any one person) EXCLUDED
				PERSONAL & ADV INJURY \$1,000,000
				PRODUCTS-COMP/OP AGG \$3,000,000
B UMBRELLA/EXCESS LIABILITY				
X Occurrence	PHUB517449	11/1/2015 12:01 AM	11/1/2016 12:01 AM	EACH OCCURRENCE \$10,000,000
				AGGREGATE (Applies Per Event) \$10,000,000

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

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

The certificate holder is an additional insured as required by written contract or written agreement, but only for liability arising out of the negligence of the Named Insureds per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

City of Brooksville
201 Howell Avenue
P.O. Box 936
Brooksville FL 34601

NOTICE OF CANCELLATION:

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

AUTHORIZED REPRESENTATIVE:



Legal Update

Florida Supreme Court Decision of
Castellanos v. Next Door Co., SC13-2082
(Fla. April 28, 2016)

Donovan A. Roper, Esq.
Roper & Roper, P.A.
Legal Counsel
Public Risk Management of Florida

Legal Update on the Florida Supreme Court Decision of *Castellanos v. Next Door Co.*, SC13-2082 (Fla. April 28, 2016)

On April 28, 2016 the Florida Supreme Court rendered a decision in *Marvin Castellanos v. Next Door Company, et. al.* SC13-2082 (Fla. April 28, 2016) which held that portions of the Florida Workers' Compensation statutes pertaining to attorneys' fees is unconstitutional.

The underlying case involved a Miami man, Marvin Castellanos, who suffered head, neck and shoulder injuries while working for Next Door Co., a maker of doors and door frames in Miami. The company, through its attorneys, defended the claim on multiple grounds, but following a Final Hearing, the Judge of Compensation Claims found in favor of Castellanos, and was awarded benefits of \$822.70. His lawyer, who filed an attorney fee affidavit, sought 107 hours in legal time, at an hourly fee of \$350.00, or \$36,817.50. The Claimant Attorney's ultimate fee award by the Judge of Compensation Claims was \$164.54, the equivalent of \$1.53 per hour as required by F.S. 440.34, which mandated the fee system adopted by the Legislature in 2009.

The Florida Supreme Court concluded that Section 440.34, setting forth a mandatory fee schedule (20% of benefits amounting to \$0-\$5000, 15% of benefits from \$5,001 - \$10,000, and 10% of all benefits in excess of \$10,000) automatically "presumes that the ultimate (statutory) fee will always be reasonable to compensate the attorney, without providing any mechanism for refutation." The Court thus reviewed the history of Florida workers' compensation law since the 1940's and determined that it has always contemplated and incorporated the right to a reasonable fee to be awarded upon successful prosecution of a claim. The Court held "the right of a claimant to obtain a reasonable attorney's fee when successful in securing benefits has been considered a critical feature of the workers' compensation law since 1941." The Court then concluded that this fee schedule has been challenged in as many as 18 lower court cases, and held that the law violates workers' due process rights for "reasonable access" to the court system (in the hiring of competent and experienced legal counsel) under both the U.S. Constitution and Florida Constitution because it prevents challenges to the "reasonableness" of legal fees in workers' compensation cases.

The Court determined that the law as it existed from 1941 through 2003 had always included the rights to a reasonable fee. In 2003, the legislature, through a major overhaul of the system, statutorily mandated a presumption of reasonableness, however the language of the 2003 amendments still permitted that a Claimant or his/her attorney, could overcome the presumption with proof that the presumptive fee was not reasonable. The 2003 language specifically stated: "A fee, gratuity, or other consideration may not be paid for a claimant in connection with any proceedings arising under this chapter, unless approved as reasonable by the judge of compensation claims or court having jurisdiction over such proceedings.

The Court found, however, that the 2009 legislative amendments to F.S. 440.34 adopted following the Supreme Court's decision in *Murray v. Mariner Health*, 994 So.2d 1051 (Fla. 2008) removed the "as reasonable" language. This amendment, by removing any potential avenue for a Claimant to challenge the reasonableness of the attorney fee award, was deemed by

the Florida Supreme Court to be a violation of due process under both the U.S. and Florida Constitutions.

The Florida Supreme Court made it clear that "it is the irrefutable statutory presumption—not the ultimate statutory fee awarded in a given case—that we hold unconstitutional." The Court by holding the 2009 statute unconstitutional, required that the prior 2003 statute, and its reasonableness requirement, be revived for purposes of determining all fee issues since the 2009 unconstitutional statute was adopted, stating "that the fee schedule remains the starting point, and that the revival of the predecessor statute does not mean that claimants' attorneys will receive a windfall." This decision therefore potentially results in prior resolved litigation occurring since the 2009 statute was adopted, being re-litigated as to attorney fee entitlement. Additionally, all currently pending compensation claims will require resolution of attorney fee issues using the 'reasonableness standard.'

For purposes of implementing the 2003 version of 440.34 going forward, and as opined by the Court in *Murray v. Mariner*, a Judge of Compensation Claims must analyze fee requests utilizing those 'reasonableness' factors set forth in the prior case of *Lee Engineering & Construction Co. v. Fellows*, 209 So.2d 454(Fla. 1968).

A review of the historical nature of workers' compensation rates in Florida, this decision can be expected to severely impact workers' compensation insurance premiums and rates for the foreseeable future, as well as affecting current or open claims going back at least to 2009, but potentially 2003, and the costs thereof. The exact amount of increases will not be known for some time, but some glimpse of the increase may be able to be gleaned from the upcoming National Council on Compensation Insurance, which is expected to submit a proposed rate increase request to the State in the coming months. The National Council on Compensation Insurance ('NCCI'), through its spokesperson, Chris Bailey, have already opined that the *Castellanos* ruling and its inevitable effects upon business are "a setback for business groups who say legal fees drive up the cost of workers' compensation insurance and threaten Florida's economy and they must seek help from a reliably pro-business Legislature."

The Associated Industries of Florida (AIF) released a statement through its General Counsel Tammy Perdue that "the *Castellanos vs. Next Door Company* case by the Florida Supreme Court declaring the mandatory fee schedule under the workers' compensation law unconstitutional is a significant blow to Florida employers. It will certainly trigger a substantial and hefty rate increase for which employers have not prepared or budgeted. We also know from history that this will spark an avalanche of increased and unbridled litigation that will continue to be a leading cost driver to the system in the future and a major disruption to the economic success we have worked so many years to achieve."

As the insurance rates for workers' compensation have been reduced by nearly 50% since 2003 following the mandatory reduced attorney fee entitlement, the Court's ruling of unconstitutionality will in our opinion likely see a reversal of these rate decreases, and absent some legislative action in the immediate future, premium and rate increases are inevitable. In addition, the return of large attorney fee awards will see both an increase in the number of Claimant Workers' Compensation Attorneys', as well as an increase in the number of claims

filed. On the open files, we predict that you will see a dramatic increase in requests for assistance and in Petitions for Benefits, in order to generate controverted litigation and a fee award or settlement.

Overall, the *Castellanos* decision will likely and severely impact the pool and its members due to the increased rate hikes, and a foreseeable increase in litigation and defense costs going forward.

Legal Update

Florida Supreme Court Decision of
Bradley Westphal v. City of St. Petersburg, SC13-1930
(Fla. June 9, 2016)

Donovan A. Roper, Esq.
Roper & Roper, P.A.
Legal Counsel
Public Risk Management of Florida

Legal Update on the Florida Supreme Court Decision of *Bradley Westphal v. City of St. Petersburg*, SC13-1930 (Fla. June 9, 2016).

On June 9, 2016, in the matter of *Westphal v. City of St. Petersburg*, in a 5-2 decision¹, the Florida Supreme Court ruled that the current statutory limits on entitlement by an injured worker to Temporary Total Disability (“TTD”) benefits of 104 weeks was unconstitutional.

The underlying facts involved Bradley Westphal, a firefighter and paramedic for the City of St. Petersburg, Florida, who sustained compensable injuries to his back and knee. During the initial two years following his injury, Mr. Westphal was provided TTD benefits and medical treatment that included multiple surgeries. While recovering from his final surgery, a five-level lumbar fusion, Westphal’s entitlement to benefits was exhausted after 104 weeks. At that time, according to his authorized treating physician, Westphal remained completely unable to work and had not yet reached MMI. Westphal thereafter applied for permanent disability benefits, however the Workers Compensation Judge ruled that Westphal’s request was premature because it had not yet been determined if he had reached maximum medical improvement (‘MMI’) creating a coverage gap. The Judge held that only after Westphal reaches MMI is it proper to determine if he is permanently and totally disabled as defined under Florida Statutes 440 *et. seq.*, and thus entitled to permanent total disability (“PTD”) benefits.

The issue before the Florida Supreme Court in *Westphal* was whether a worker who is totally disabled as a result of a workplace accident, but still improving from a medical standpoint at the time temporary disability benefits expire, is deemed to be at maximum medical improvement by operation of law and therefore eligible to assert a claim for permanent total disability benefits. The majority opinion, authored by Justice Barbara Pariente, determined that since 1994, the last major legislative overhaul of the Florida workers’ compensation system, temporary total disability benefits (TTD) for claims have been limited to 104 weeks. The *Westphal* Court went on to consider and address the constitutionality of section 440.15(2)(a), Florida Statutes (2009), which is the specific statute limiting benefits to a maximum of 104 weeks, to a worker who is totally disabled and incapable of working, but who has not yet reached maximum medical improvement. The Court majority ultimately concluded that this portion of the workers’ compensation statute is unconstitutional under Article I, section 21, of the Florida Constitution as a denial of the right of access to courts, because it deprives an injured

¹ Justices Judge Barbara Pariente, Chief Justice Jorge Labarga, Peggy Quince and James E.C. Perry all concurred with the decision while Justices Charles Canady and Ricky Polston dissented. Justice R. Fred Lewis concurred in result with an opinion.

worker of disability benefits under these factual circumstances, subjects the injured worker to a 'gap' in benefits for an indefinite amount of time, and fails to provide a system of redress, despite the fact that the injured worker, under the workers' compensation exclusivity provision, prevents the worker from pursuing an alternative tort claim.

The most scathing opinions came from Justice R. Fred Lewis who wrote a concurring opinion stating:

The only appropriate remedy would be to require the Legislature to provide a comprehensive, constitutional Workers' Compensation scheme, rather than rely on the courts to rewrite existing law or revive prior law. I believe that the remedy provided today fails to fully address the problems with the Workers' Compensation scheme because it will still leave some injured Florida workers without access to benefits to which they are entitled . . . The truth of the matter is that section 440.15 is hopelessly broken and cannot be constitutionally salvaged. The judicial branch must terminate the practice of rewriting the statute. Under the plain language of the statute, many hardworking Floridians who become injured in the course of employment are denied the benefits necessary to pay their bills and survive on a day-to-day basis.

The Court, although finding F.S. § 440.15(2)(a) to be unconstitutional, held that this finding does not render the remainder of the workers' compensation statutes or the compensation system to be likewise unconstitutional. Instead, the court employed a "statutory revival" of the previous limit on temporary total disability benefits, which was 260 weeks, or five years. The Florida Supreme Court had already reviewed and rendered a previous opinion finding that the prior five (5) year TTD benefit entitlement period was constitutional.

Similar to the effects currently being experienced by the last Florida Supreme Court decision in *Castellanos*, the *Westphal* decision could very well have significant impact on both public and private employers/businesses throughout the State of Florida, including an increase in workers' compensation insurance premiums due to the fact that employers' may now be under a duty to provide up to three (3) additional years of benefits to an injured employer on open claims, and on future TTD claims. Bill Herrle, Executive Director of National Federation of Independent Businesses in Florida has already stated "[t]oday's decision is just one more blow from the Supreme Court that poses a very real threat to small business owners' abilities to employ Floridians." The

National Council on Compensation Insurance (“NCCI”), which recently already sought an increase in workers’ compensation rates following the *Castellanos* opinion, has advised that “it will almost certainly cause workers’ compensation costs to increase.” In fact, on or about July 1, 2016, NCCI proposed a 19.6% Florida workers’ compensation premium increase (effective 10/1/16) as a direct result of the combination of the *Castellanos* and *Westphal* decisions.

It must be noted, however, that historically however, most injured employees attain maximum medical improvement (MMI) within 104 weeks, so the decision is not expected to affect a large number of current claims. However, taking a ‘worst case scenario’ viewpoint, the *Westphal* decision may provide an incentive for some injured employees, and their attorneys, to prolong obtainment of MMI, and seek additional medical treatment, all in order to obtain additional TTD benefits.

An additional outcome, which will have to be monitored over the next several years if no legislative action is taken on this matter, is to determine if the extension of TTD benefits may reduce the filing of some claims for permanent total disability (PTD) benefits. This is important due to the fact that once PTD benefits are awarded by a Judge of Compensation Claims, it is significantly harder for an employer to seek and obtain a termination of those benefits as the employer must show a “significant change in the employees’ condition” which would render the employee no longer disabled.

The workers’ compensation field must also prepare for potential additional litigation as to temporary partial disability (“TPD”) benefits, which are also limited to 104 weeks, but which were not addressed by the Court in *Westphal*.



City Council
AGENDA ITEM: G1
July 18, 2016

CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*
FROM: CLIFF A. TAYLOR, ASSISTANT CITY ATTORNEY *[Signature]*
SUBJECT: CONVEYANCE OF PROPERTY FOR THE GOOD NEIGHBOR TRAIL RIGHT-OF-WAY
DATE: JULY 14, 2016

GENERAL SUMMARY/BACKGROUND: The City has adopted Resolution 2016-05 which endorses a route that connects the Suncoast Trail on SR 50-A/W. Jefferson Street through Tom Varn Park to the intersection of Veteran's Avenue and Fridy Place; continuing on Fridy Place to Benton Avenue to Broad Street; Northeast on Broad Street to Main Street; then South on Main Street to the Good Neighbor Trail trailhead at Russell Street as the primary preferred route connection through the City to close the Coast-to-Coast connector gap between the Good Neighbor Trail and the Suncoast Trail.

To support the City's selected route and efforts with the Florida Department of Transportation for the Coast-to-Coast trail in Brooksville, Gary Schraut, President of VLT, Inc. has provided a quitclaim deed to the City of Brooksville which deeds a portion of his commercial property running parallel along the privately owned section of Benton Avenue. This property will allow trail right-of-way to connect at Broad Street, crossing Ponce De Leon Boulevard, to the public roadway of Benton Avenue.

The signed quitclaim deed is attached for your review.

BUDGET IMPACT: There is no budget impact as a result of the conveyance of the Quitclaim Deed.

LEGAL REVIEW: The City Council has Home Rule authority pursuant to Article VIII, 2(b), Florida Constitution and Florida Statutes §166.011 to accept the conveyance of property for public need and use.

STAFF RECOMMENDATION: Staff recommends Council accept the attached quitclaim deed conveyed by Gary Schraut, President of VLT, Inc. to be used as right-of-way for the Good Neighbor Trail extension/Coast-to-Coast Trail within Brooksville.

Attachment: 1) Quitclaim Deed of Property

Consideration = \$0.00

PREPARED BY AND RETURN TO:

Elizabeth Lester Martin, Esquire
The Hogan Law Firm LLC
20 S Broad Street
Brooksville, Florida 34601
352-686-0334
File 09-504
Parcel ID A Portion of 682808

[Space Above This Line For Recording Data]

QUITCLAIM DEED

THIS INDENTURE, made this 15 day of **June, 2016** by, **VLT, INC., A Florida Corporation**, whose post office address is P.O. Box 1104, Brooksville, Florida 34605-1104, hereinafter called the "**GRANTOR**", and **THE CITY OF BROOKSVILLE**, a Municipal Corporation of the State of Florida, whose post office address is 201 Howell Avenue, Brooksville, Florida 34601, hereinafter called the "**GRANTEE**".

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, have remised, released and quitclaimed, and by these presents do remise, release and quitclaim unto the said Grantees all that certain parcel of land lying and being in the County of Hernando, State of Florida, more particularly described as follows:

THE NORTH 18 FEET OF THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE SOUTH CORNER OF LOT 8, BLOCK 5, HALEMONT ADDITION, SECTION NO. 2, AS RECORDED IN PLAT BOOK 5, PAGE 34, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 700 WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE NO. 41; GO THENCE NORTH 00°22'00" WEST, ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 700, A DISTANCE OF 240.67 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE NORTH 00°22'00" WEST, ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 700, A DISTANCE OF 126.00 FEET; THENCE NORTH 89°34'06" EAST, A DISTANCE OF 205.76 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE NO. 41; THENCE SOUTH 28°55'00" WEST, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE NO. 41, A DISTANCE OF 180.00 FEET; THENCE NORTH 75°43'30" WEST, A DISTANCE OF 121.67 FEET TO THE POINT OF BEGINNING.

Subject to taxes for 2015 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

GRANTOR WARRANTS THAT AT THE TIME OF THIS CONVEYANCE, THE SUBJECT PROPERTY IS NOT THE GRANTOR'S HOMESTEAD WITHIN THE MEANING SET FORTH IN THE CONSTITUTION OF THE STATE OF FLORIDA, NOR IS IT CONTIGUOUS TO OR A PART OF HOMESTEAD PROPERTY.

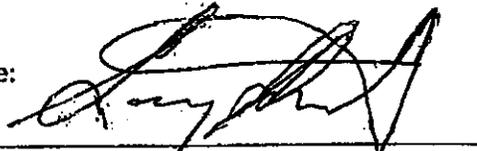
TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining except as otherwise set forth herein.

TO HAVE AND TO HOLD the same in fee simple forever.

THIS DOCUMENT IS PREPARED WITHOUT BENEFIT OF TITLE EXAM, TITLE INSURANCE, OR OPINION.

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

Signed, sealed and delivered in our presence:



By: GARY E. SCHRAUT, President

Jodi Virginia Shinn
Witness

Jodi Virginia Shinn
(Printed Name of Witness)

Brett Gooch
Witness

Brett Gooch
(Printed Name of Witness)

**STATE OF FLORIDA
COUNTY OF HERNANDO**

The foregoing instrument was acknowledged before me by Gary E. Schraut, who is personally known to me or who produced a drivers license as identification, this 15 day of June, 2016.

Jodi Virginia Shinn
Notary Public

My commission expires:

May 2nd, 2018





**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CODE ENFORCEMENT HEARING OFFICER/SPECIAL MASTER AGREEMENT RENEWAL
DATE: JUNE 24, 2016

GENERAL SUMMARY/BACKGROUND: The City of Brooksville's agreement with Attorney Kenneth Warnstadt for Professional Services for Code Enforcement Hearing Officer/Special Master expires on September 16, 2016. It is eligible for consideration of a 1-year extension ending September 16, 2017.

Per Article 5 of the Agreement, in the event written termination notice is not given by either party at least thirty days prior to the termination date the agreement shall be extended on the same terms and provisions contained therein, and at the same rate of compensation, provided the Attorney shall agree with the automatic 1-year extension on the same terms and provisions contained in the original agreement.

Code Enforcement and Police Department staff, along with the City Attorney have recommended continuing with the agreement renewal. Attorney Kenneth Warnstadt has advised he desires to extend the contract as written with no changes.

BUDGET IMPACT: Funding would be provided through user Department's Line Item Accounts throughout the term of the contract. The contract remains at \$150.00 per hour, with a 2-hour minimum.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider matters of fiscal benefit. The Code of Ordinances, City of Brooksville, Land Development Code, Article VIII, Sec. 8-1.5(g), provides for the creation of a code enforcement hearing officer.

STAFF RECOMMENDATION: Staff recommends that City Council continue the Agreement with Kenneth L. Warnstadt, Esquire, for a 1-year term of September 17, 2016 through September 16, 2017.

ATTACHMENTS: Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
CODE ENFORCEMENT HEARING OFFICER/SPECIAL MASTER**

This Agreement made as of this 17th day of September, 2012 by and between the City of Brooksville, Florida, a municipal corporation duly organized under the laws of the State of Florida, by and through its duly authorized representative, (the "CITY"), whose address is 201 Howell Avenue, Brooksville, Florida 34601 and KENNETH L. WARNSTADT, Esquire, (the "ATTORNEY"), whose address is Post Office Box 594, Brooksville, Florida, 34605-0594.

In consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the CITY and the ATTORNEY (collectively, the "PARTIES") agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The ATTORNEY'S responsibility under this Agreement is to serve as the Code Enforcement Hearing Officer/Special Master ("Special Master") pursuant to Fla. Stat 162, (Special Master shall be synonymous with "Special Magistrate") and pursuant to the terms of the City's Code of Ordinances, as they may be amended from time to time. The Special Master shall have the right to adopt procedures for the conduct of hearings, subpoena violators and witnesses, address admission of evidence, hold hearings, take testimony under oath, consider and decide appeals, decide charged code violations, and issue findings of fact and conclusions of law and draft orders and such other services as are appropriate to implement the responsibilities of a Special Master. The Special Master shall not participate as attorney for the City in any appeal or petition for writ of certiorari of any decision of the Special Master.

Additionally, ATTORNEY shall serve in limited capacity as conflict legal counsel when the City Attorney has a non-waivable conflict of interest regarding any matter before the City Council.

ARTICLE 2 – HEARING SCHEDULE

The ATTORNEY shall preside at either of two types of hearings which shall be scheduled on a regular and recurring basis to be held downtown at City Hall in the City Council Chambers, 201 Howell Avenue, Brooksville, Florida. The date and times for the hearings shall be scheduled by the CITY after consultation with the ATTORNEY, City Attorney, and the Code Enforcement Department. All notices required to be mailed, delivered, posted or served for a code enforcement hearing or a citation appeal shall be prepared and mailed, delivered, posted or served by the CITY. In the event that a scheduled hearing date is cancelled, the CITY shall provide no less than forty-eight (48) hours notice to ATTORNEY.

ARTICLE 3 – CONFLICT OF INTEREST/PROFESSIONAL RESPONSIBILITY

ATTORNEY shall not be prohibited from handling privately retained cases in his or her private practice so long as it does not otherwise interfere with the Special Master obligations under this Agreement. ATTORNEY shall promptly notify CITY of any ethical conflicts that may arise or if for some reason ATTORNEY feels it would be inappropriate for him or her to hear and deliberate any given individual's alleged violation. The ATTORNEY agrees and covenants that he or she shall perform the legal services described herein while at all times complying with the requirements of the Code of Professional Responsibility and the Disciplinary Rules of The Florida

Bar. Any actions by the ATTORNEY or his agents that do not comport with the Code of Professional Responsibility and the Disciplinary Rules of the Florida Bar shall be the sole responsibility and liability of the ATTORNEY.

ARTICLE 4 - COMPENSATION/PAYMENTS

The CITY shall pay to the ATTORNEY for services satisfactorily performed one-hundred fifty dollars (\$150) per hour for each hour or fraction thereof with a minimum of two (2) hours for any scheduled hearing. In the event any scheduled hearing date is cancelled entirely with less than forty-eight (48) hours notice to ATTORNEY, CITY shall pay ATTORNEY a minimum charge of two (2) hours at the rate set forth in this paragraph. The ATTORNEY will invoice the CITY monthly showing time billed in one-tenths (1/10) of an hour increments. The invoice must specify the service performed, including the type of hearing and matter heard, and time spent. The invoices received from the ATTORNEY pursuant to this Agreement will be reviewed and approved by CITY MANAGER, or his or her designee, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment.

ARTICLE 5 - TERM, EXTENSION/RENEWAL AND TERMINATION

This Agreement shall be for a term of one (1) year from the date noted above and may be terminated at any time, with or without cause, after execution with thirty (30) days written notice from either party to the other. Unless the ATTORNEY is in breach of this Agreement, the ATTORNEY 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 ATTORNEY shall: (1) preside over any scheduled hearings during the thirty (30) day notice period; (2) complete all duties including, but not limited to rendering written opinions or findings of fact and conclusions of law in any case pending or heard by the Special Master prior to termination; (3) prepare and issue all orders relating to hearings heard prior to termination; and (4) transfer documentation and other material related to the hearing process to the CITY.

In the event written termination notice is not given by either party to this AGREEMENT to the other party at least thirty (30) days prior to the Termination Date as herein provided, this AGREEMENT shall be extended on the same terms and provisions contained herein, and at the same rate of compensation, provided the ATTORNEY shall agree with such an extension of term as herein provided and for an additional one (1) year period. Said AGREEMENT shall continue thereafter for successive one (1) year periods unless either party hereto gives notice as provided herein.

In the event 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 the PARTIES.

ARTICLE 6 - NON-EXCLUSIVITY

This is not an exclusive contract and does not guarantee ATTORNEY will receive a minimum payment each month or that he or she will have cases to be heard each month or duties to perform. Further, CITY reserves the right to hire other individuals as Special Master during the term of this Agreement.

ARTICLE 7 - AUTHORITY TO PRACTICE

The ATTORNEY, by executing this agreement hereby represents and warrants that he or she is fully qualified to perform the function of SPECIAL MASTER as prescribed herein and as set forth in Fla. Stat. 162; and that the ATTORNEY is and will continue to be a member in good standing of The Florida Bar; and has and will maintain all licenses required to perform the services rendered under this Agreement.

ARTICLE 8 - INDEPENDENT CONTRACTOR: FEDERAL AND STATE TAX

The ATTORNEY is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY; and no provisions of the CITY'S personnel policies shall apply to this Agreement. The ATTORNEY shall be responsible for payment of his/her own FICA and Social Security payroll taxes with respect to this Agreement. None of the benefits provided by CITY to its employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance, are available from CITY to the ATTORNEY, or its employees, agents or servants.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

ATTORNEY shall be solely and entirely responsible for his tortious acts and for the tortious acts of his or her agents, employees, or servants during the performance of this Agreement. The ATTORNEY agrees to indemnify and hold harmless the CITY, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of ATTORNEY, his or her agents, or employees during performance under this Agreement. If permitted by law, the Special Master shall be allowed to partake of the benefits of sovereign immunity provided by Section 768.28, Florida Statutes, as it may be amended from time to time.

ARTICLE 10 - NOTICE

All notices, demands, and other writings either required and/or permitted under this Agreement shall be deemed to have been fully given, made, or sent when it is either: (a) prepared in writing and deposited in the United States Mail, postage pre-paid, and properly addressed to the Party to be notified at the address noted below; or (b) actually delivered by a nationally recognized courier service, with receipt thereof by the addressee being acknowledged by an authorized signature. Any notice or disclosure required and/or permitted under this Agreement, and any change of the address and/or identity of a person to be notified shall be made in accordance with the above notice provision, and such notices shall be sent to:

If to ATTORNEY:
KEN WARNSTADT
P.O. Box 594
Brooksville, FL 34605-0594

If to CITY:
City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601

With a Copy To:
City Attorney
c/o The Hogan Law Firm
20 S. Broad Street
Brooksville, FL 34601

ARTICLE 11 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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 ATTORNEY 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 documents generated by the ATTORNEY for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, or other submission of documentation produced for or as a result of the services performed under this Agreement. The CITY and the ATTORNEY shall comply with the provisions of the Florida Public Records Law.

ARTICLE 12 - ASSIGNMENT, AMENDMENT OR MODIFICATION

The ATTORNEY shall not sell, transfer, assign or otherwise dispose of the AGREEMENT or any portion thereof, or of his or her right, title, or interest therein, without prior written consent of the CITY. 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 13 - GOVERNING LAW

All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida. State jurisdiction is hereby agreed by Party/Parties to be in Hernando County, Florida. Federal jurisdiction is hereby agreed by Party/Parties to be in the Middle District of Florida, and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida; and if either Party elects to bring such action in Hernando County, Florida, Party/Parties waive(s) any and all rights to have this action brought in any place other than Hernando County, Florida, under applicable venue laws. Party/Parties hereby agree(s) that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.

ARTICLE 14 - GENERAL

The invalidity of any provision of this Agreement or any covenant herein contained on the part of any Party shall not affect the validity of any other provision or covenant hereof or herein contained, which shall remain in full force and effect. Party/Parties agree(s) to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. In this agreement, where the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this

agreement. Party/Parties agree(s) that this Agreement is consummated and entered into in Hernando County, Florida.

ARTICLE 15 - SEVERABILITY

Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

ARTICLE 16 - ATTORNEYS' FEES

If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then the Party prevailing in that action shall be entitled to recover its costs and fees in that action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered herein.

IN WITNESS WHEREOF, the Parties hereto, **KENNETH L. WARNSTADT**, and the **CITY OF BROOKSVILLE, FLORIDA**, respectively, have executed and attested this Agreement, and caused their seals to be affixed hereto, effective as of the day and year first above written, for the purposes herein expressed, and with the intent that both they and their respective successors and assigns shall be hereby bound.

Janet Hayward
Witness
Tom Hogan
Witness

By: [Signature]
KENNETH L. WARNSTADT, Esq.
Date signed: 10/16/2012



By: [Signature]
JANICE PETERS, CMC
As its City Clerk
Date signed: 9/18/24

City Of Brooksville, a municipal corporation
of the State of Florida
By: [Signature]
JOSEPH E. JOHNSTON, III
As its Mayor
Date signed: 9/18/24

Approved as to legal form for the reliance of
the City of Brooksville.

By: [Signature]
Thomas S. Hogan, Jr., City Attorney
Date signed: 9/18/24



City Council
CONSENT AGENDA ITEM: *63*
July 18, 2016

CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

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

**SUBJECT: DEPARTMENT OF PUBLIC WORKS RE-ROOF, BID NO.
PR2016-04**

DATE: July 5, 2016

GENERAL SUMMARY/BACKGROUND: The City advertised sealed bids for the Department of Public Works Re-Roof project. The project is to install new 24 gauge galvalume R panels; this is to be installed over a new hat channel purlin system. This project is to re-roof the warehouse portion of the facility which is 16,767 square feet.

Bids were opened and read aloud in Council Chambers on June 24, 2016. There were two (2) bids submitted, however the one bid from Gulf States Industries, Inc. was incomplete, as it did not include the required signed original contract agreement and three copies. The bids are as follows:

Company	Bid Price
Gulf States Industries, Inc. P.O. Box 3756 Holiday, FL 34692	\$222,264.00
Ryman Commercial Roofing 36413 SR 54 Zephyrhills, FL 33541	\$104,635.00

BUDGET IMPACT: The FY 2016 Budgeted Funds are available in account numbers 401-000-162-19025, 403-000-162-19025 and 108-019-541-55620, Building and Improvements line item in the Department of Public Works budget, in the amount of \$100,000. The remaining monies needed are available in account number 401-000-162-19025 for the project.

LEGAL REVIEW: Pursuant to the City's Charter, Article V, Sec. 5.04. Competitive Bidding, City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to F.S Chapter 287.

STAFF RECOMMENDATION: Award Bid Number PR2016-04 to Ryman Commercial Roofing in the not-to-exceed amount of \$104,635.00, and authorize the Mayor to sign the agreement on behalf of the Council.

ATTACHMENTS:

1. Bid Opening Minutes
2. Bid Certification Form
3. Contract Agreement

**BID OPENING MINUTES
CITY OF BROOKSVILLE
DEPARTMENT OF PUBLIC WORKS RE-ROOF
BID NO. PR2016-04**

June 24, 2016

3:30 p.m.

A Bid Opening was held at approximately 3:31 p.m. on Friday, June 24, 2016 in the Joseph Johnston III Council Chambers, City Hall, for the CITY OF BROOKSVILLE DEPARTMENT OF PUBLIC WORKS RE-ROOF, **BID NO. PR2016-04**. In attendance Virginia C. Wright, City Clerk; Mike Walker, Director of Parks, Recreation, & Facilities; and Tom Brandhuber, Facilities Supervisor and William Smith, Superintendent of Utilities.

City Clerk Wright advised that a Request for Bids Notice was published in the June 4, 2016, edition of the Tampa Bay Times with a closing date set for June 17, 2016. A Mandatory Pre-Bid Meeting was held on June 10, 2016. It was noted that during the Mandatory Pre-Bid Meeting Mike Walker, Director of Parks, Recreation & Facilities announced the Bid Opening date would be extended to June 24, 2016 at 3:30 p.m. to allow for sufficient time for proposed bidders to submit questions.

City Clerk Wright stated bids will only be accepted from those companies who were in attendance at the June 10, 2016 Mandatory Pre-Bid Meeting.

As a result, 2 sets of bids/proposals were received, all properly sealed and notated. The bids were to include a Bid Certification Form, Proof of Insurance in amounts required by the City, State of Florida or Hernando County Contractor License or Certificate, Public Entity Crime Statement, Drug-Free Workplace Certification, one (1) signed original agreement with three (3) signed copies; List of Subcontractors with names of directors or owners, addresses, telephone numbers and email addresses; List of reference for similar type of work with contact information. Five (5) Addendums were issued for this project and must be acknowledged in the bid packet submitted.

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

- 1. Gulf States Industries, Inc.
P.O. Box 3756
Holiday, FL 34692**

Total Bid: \$222,264.00

- 2. Ryman Commercial Roofing
36413 SR 54
Zephyrhills, FL 33541**

Total Bid: \$104,635.00

City Clerk Wright noted that Gulf States Industries, Inc. bid submission did not include the required (1) original signed contract agreement along with 3 signed copies. Ryman Commercial Roofing submitted a completed bid packet.

City Clerk Wright informed bidders that the bid packets would be further reviewed by staff, and their recommendation would be presented at a future City Council Meeting.

The bid opening concluded at 3:39 p.m.

s/Virginia C. Wright _____
Virginia C. Wright
City Clerk

BID/CERTIFICATION FORM
CITY OF BROOKSVILLE
DEPARTMENT OF PUBLIC WORKS RE-ROOF
BID NO.: PR2016-04

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

1. The undersigned warrants that: (A) This Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, 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 **CITY OF BROOKSVILLE DEPARTMENT OF PUBLIC WORKS RE-ROOF BID NO. PR2016-04**, for the Total Bid Sum of One hundred four thousand six hundred thirty five Dollars (\$ 104,635.00).
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. 60 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: 1-5

 ORIGINAL

Bidder/Company Name: Ryman Commercial Roofing, Inc.

Name of Bidder: Ryman Commercial Roofing, Inc.

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

If a Partnership: _____

Name(s) of Partner(s): _____

If a Corporation: Ryman Commercial Roofing, Inc.

Incorporated in State of: Florida Date of Incorporation: 01/07/2014

Business Address: 36413 SR 54

City: Zephyrhills State FL Zip 33541

Telephone Number: (813) 782-0825 Fax (813) 788-6773

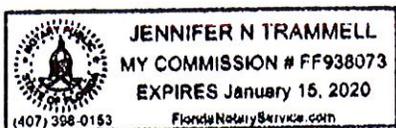
Submitted By: Jason Morphet
(Print)

Title: Vice President

Signature: [Handwritten Signature] - V.P.

ATTEST: Tammy Ryman
Secretary

By: Tammy Ryman
Print Name



Affix Corporate Seal
(If Corporation)

State of Florida
County of _____

The foregoing instrument was acknowledged before me this 24 day of June, 2016 by Jason Morphet, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

Jennifer N. Trammell
[Signature of Notary Public]

Jennifer N. Trammell
[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.

**AGREEMENT FOR CONTRACTOR SERVICES
CITY OF BROOKSVILLE
DEPARTMENT OF PUBLIC WORKS RE-ROOF
BID NO.: PR2016-04**

This Agreement made as of this _____ day of _____, 2016, by and between the **City of Brooksville**, Florida - (the "CITY"), and Ryman Commercial Roofing, Inc., authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 36413 SR 54, Zephyrhills, FL 33541 Phone: (813)-782-0825
Fax: (813)-788-6773.

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 **CITY OF BROOKSVILLE DEPARTMENT OF PUBLIC WORKS RE-ROOF BID NO. PR2016-04**.

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 August 1st, 2016 and complete all services by October 1st, 2016, 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 \$ 104,635.00, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site

and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

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

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

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

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

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

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

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

- C. In the event that a performance or payment bond is required 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:

Ryman Commercial Roofing, Inc. _____

36413 SR 54 _____

Zephyrhills, FL 33541 _____

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

CITY CLERK

CITY OF BROOKSVILLE, FLORIDA

Attest: _____
Virginia C. Wright
City Clerk

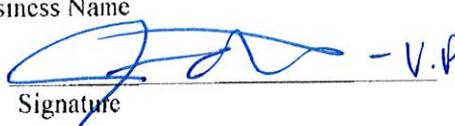
By: _____
Natalie Kahler, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: Jennifer Trammell _____
Name

Signature

Ryman Commercial Roofing, Inc. _____
Business Name
By:  - V.P.
Signature

Witness: Jennifer Greene _____
Name

Signature

Jason Morphet / Vice President _____
Print Name and Title

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

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



City Council
CONSENT AGENDA ITEM: 627
July 18, 2016

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: REVISED TRAFFIC SIGNAL MAINTENANCE AND
COMPENSATION AGREEMENT- AMENDMENT 1**

DATE: July 7, 2016

GENERAL SUMMARY/BACKGROUND: On May 18, 2015, the Brooksville City Council approved a Traffic Signal Maintenance and Compensation Agreement (TSMA) with the Florida Department of Transportation (FDOT). The agreement provides for the City to operate and maintain 13 traffic signals and 1 intersection control beacon located on the State Highway System within the jurisdictional boundaries of the City. For State Fiscal Year 2015-2016, the FDOT will reimburse the City \$40,280 for operation and maintenance of signals and devices.

Public Works' staff has received communication from the FDOT requesting an amendment to the 2015 TSMA version. The revised TSMA is Attachment 1. The agreement is for a 20-year period. The following bullet points are the key changes to the April 2015 TSMA version:

- Adds the Florida Department of Financial Services/FDOT Comptroller standard-payment terms to ensure invoices are paid and the agreements will uphold a financial review.
- Simplifies language for penalties and retainage.
- Changes responsibility for pursuing third-party damage insurance from the City to the FDOT.
- Adds a requirement for the City to provide an annual report of its traffic signal maintenance log.
- Adds a Force Majeure Clause to remove liability from both the City and the FDOT in the event of Acts of God, etc.
- Changes responsibility for periodic mast-arm maintenance from the City to the FDOT.
- Increases the requirement for record retention from three (3) to five (5) years to comply with Florida's Public Records Rule.

- Increases the time to repair critical detectors to 90 days (previous agreement was 60 days).
- Decreases inspections to 50% of signals every year (previous agreement was 100% per year).
- Adds a requirement to allow the FDOT access to traffic- signal data.
- Deletes the checklist in Exhibit C.
- Adds a new Exhibit C with form for reimbursement for third-party damage.
- Provides a change to Paragraph 12 to appoint a designated representative for execution of annual Exhibit A forms for increases/decreases for reimbursement for maintenance and operation. (Increases or decreases are based on the Consumer Price Index for each year). Staff recommends that the City Manager be authorized for signature of annual Exhibit A forms.

Staff has reviewed the recommended changes and believes that the key changes and appointment of the City Manager for signature of annual Exhibit A forms are in the City's best interest. Attachment 2 is an Amendment to the 2015 TSMA for consideration and approval by the City Council. The Mayor's signature is required on two originals of the Amendment. When the TSMA is executed by the FDOT, a signed original will be returned to the City.

BUDGET IMPACT: The Traffic Signal Maintenance and Compensation Agreement provides payment to the City in the amount of \$40,280 for the State Fiscal Year 2015-16. (The compensation increases/decreases each year thereafter). The compensation by the State is paid by the City to Hernando County for its services in maintaining the City's traffic signals. The amount received by the City is paid to Hernando County of annual operation and maintenance of all traffic signals and intersection control beacons in the City. Currently the additional devices are at the intersection of Fort Dade Avenue and Cobb Road and the device at Darby Road.

CH **LEGAL REVIEW:** The City is vested with home rule authority pursuant to Article VII, Section 2, Fla. Const. and Chapter 166, Fla. Stat. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services to include matters or fiscal and legal impact.

STAFF RECOMMENDATION: Staff recommends that the City Council approve the agreement amendment and authorize the Mayor to execute each original amendment on behalf of the City Council. Further, that the Council designates the City Manager for submission of annual Exhibit A forms, Reimbursement for Maintenance and Operation.

- ATTACHMENTS:**
1. Revised Traffic Signal Maintenance and Compensation Agreement.
 2. Amendment to the Traffic Signal Maintenance Compensation Agreement.

ATTACHMENT 1

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement,

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then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing

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and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates City Manager as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.

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22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
- a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.

- 32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
- 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
- 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
- 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
- 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
- 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
- 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

- 40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
- 41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
- 42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- 43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
- 44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- 45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
- 46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- 47. Exhibits A, B, and C are attached and incorporated into this Agreement.
- 48. This Agreement contains all the terms and conditions agreed upon by the parties.

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

_____, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

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

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**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

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

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

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

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the

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actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

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EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

 Maintaining Agency Date

 District Traffic Operations Engineer Date

ATTACHMENT 2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this 18th day of July, 2016 by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Brooksville, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on May 18, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: July 18, 2016

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____



CONSENT AGENDA ITEM MEMORANDUM

City Council
AGENDA ITEM: *6-5*
July 18, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Vacha*
FROM: GEORGE TURNER, CHIEF OF POLICE *George Turner*
SUBJECT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) GRANT PROGRAM – COUNTYWIDE FY2017
DATE: JULY 8, 2016

GENERAL SUMMARY: The FY2017 Edward Byrne Memorial Justice Assistance Grant award amount for Hernando County is \$61,064.00 Funds are to be used by local units of governments to support approved programs that prevent and control crime and improve the criminal justice system.

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation. The Hernando County Board of County Commissioners assumed responsibility as the coordinating unit of government and appointed the Substance Abuse Policy Advisory Board as the county coordinator for this program. The Certificate of Participation was filed by the Board of County Commissioners as required.

The Substance Abuse Policy Advisory Board met at the County Clerk's meeting room, Hernando County Court House, Brooksville, Florida and submitted the following recommendations for the FY2017 grant awards:

*City of Brooksville Police Department: \$22,899.00
Hernando County Sheriff's Office: \$22,899.00
Hernando County Drug Court: \$15,266.00*

BUDGET IMPACT: Grant award is for the FY2017 budget year. There are no matching funds required. The grant amount for the City is Brooksville is \$22,899 and will cover the cost of enhancement to Brooksville Police Records Management System. Monies have been approved in the FY2017 Budget.

AT **LEGAL REVIEW:** City Council has home-rule authority (Art. VIII, 2(b), Fla Const./Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit

STAFF RECOMMENDATION: Staff recommends approval of award and authorize the Mayor to sign the consensus grant award letter (attached) approving the recommendations forwarded by the Substance Abuse Policy Advisory Board. Additionally, staff recommends approval for the City Manager to sign the Application for Funding as the Authorizing Official of Government Unit/Designated Representative of the City of Brooksville for the application and acceptance of the grant award in the amount of \$22,899.00.

Attachments: 1) Brooksville's Consensus Grant Award Letter
2) Letter of County-wide JAG – State Solicitation
2.) Letter from Donald C. Barbee, Chairman/Substance Abuse Policy Advisory Board

City of Brooksville
Office of the City Clerk



Phone: (352) 540-3810
Fax: (352) 544-5424

July 18, 2016

Ms. Petrina T. Herring, Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Herring:

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the Brooksville City Council approves the distribution of \$61,064 of Federal Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide funds for the following projects within Hernando County:

<u>Sub-grantee</u>	<u>Title of Project</u>	<u>Amount</u>
Court Administration Fifth Judicial Circuit	Hernando County Adult Drug Court Program	\$15,266
City of Brooksville Police Department	Upgrades and advancements to Records Management System	\$22,899
Hernando County Sheriff's Office	Purchase of in-car video cameras	\$22,899

Sincerely,

Natalie Kahler, Mayor
Brooksville City Council



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

**Business Support
Office of Criminal Justice Grants**
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

June 22, 2016

Honorable Nicholas Nicholson
Chairman
Hernando County Board of Commissioners
20 North Main Street, Room 263
Brooksville, FL 34601

Re: Federal Fiscal Year (FFY) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program –
JAG Countywide – State Solicitation

Dear Chairman Nicholson:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2016 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside \$61,064 funds for use by all units of government within Hernando County. Enclosed are the following documents to assist your county with the strategic planning and allocation process.

JAG-Countywide Program Announcement & Application Instructions
JAG-Countywide Project Timeline
JAG-Countywide Application Checklist
Certificate of Participation

The enclosed Program Announcement provides an overview of these funds which can be used by local units of government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. Please note the Program Announcement includes information from the U.S. Department of Justice relating to several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

As a condition of participation in this program, the units of government in each county must reach consensus concerning expenditure of these funds. This consensus must be documented in writing and include the projects to be implemented, the amounts allocated to each project and the agency responsible for such implementation. This process will require an individual to be designated to exercise leadership and assume a coordinating role in the development of applications for these funds. This coordinator will also serve as liaison between the Department's grants office and subrecipient(s) to ensure all reports, documentation, and timelines are adhered to in accordance with the agreement(s).

FDLE recommends the Board of County Commissioners assume this responsibility. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

Honorable Nicholas Nicholson
June 22, 2016
Page Two

The enclosed Certificate of Participation form requests the identification of the County Coordinator. Please complete this form and return it to the address below by July 11, 2016. Once confirmed, the Department will forward additional information regarding the application process and FDLE's online grant management system to the coordinator.

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

We look forward to working with you. Please contact me or JAG supervisor Randall Smyth at (850) 617-1250 with any questions or for further assistance regarding this program.

Sincerely,



Petrina Tuttle Herring
Bureau Chief

PTH/ps

Enclosures

cc: Mayors in Hernando County
Law Enforcement Agencies in Hernando County
Current JAG Project Directors in Hernando County

AGENDA MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS,
BROOKSVILLE CITY COUNCIL

FROM: DONALD C. BARBEE, JR., CHAIRMAN
SUBSTANCE ABUSE POLICY ADVISORY BOARD

SUBJECT: FEDERAL FISCAL YEAR 2016 EDWARD BYRNE MEMORIAL JUSTICE
ASSISTANCE GRANT PROGRAM

DATE: July 18, 2016

BRIEF OVERVIEW:

The Florida Department of Law Enforcement (FDLE) has notified the County that it has set aside \$61,064 in Federal Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds for use by all units of government within Hernando County. As a condition of participation, the units of government must reach a consensus concerning expenditure of the funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation.

The Substance Abuse Policy Advisory Board (SAPAB) met on July 8, 2016, and voted to recommend that the City Council approve the requested funding, to be allocated as follows: \$22,899 - Hernando County Sheriff's Office for purchase of in-car video cameras for patrol vehicles; \$22,899 - City of Brooksville Police Department for upgrades and advancements to records management system; and \$15,266 - Hernando County Court Administration Adult Drug Court Program.

RECOMMENDED ACTION:

The Substance Abuse Policy Advisory Board recommends that the City Council agree to the allocation of Federal Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant Program funds and authorize the Mayor to sign the necessary grant documents and letters to the Florida Department of Law Enforcement for inclusion in the grant applications.



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: RENAMING OF THE COBB ROAD WATER RECLAMATION FACILITY
DATE: JULY 11, 2016

GENERAL SUMMARY/BACKGROUND: The Cobb Road Water Reclamation Facility design was completed in the late 1990's, and construction was completed in 2000. The facility is sized to treat an average of 1.9 million gallons per day of wastewater, and currently operates at approximately 47% of design capacity.

Will S. Smith, Utilities Superintendent, was key to the successful design, construction, and operation of this outstanding community asset. He was a key participant in the design of the facility for reclaimed water to the Cemex Mine for industrial purposes. Also, in 2011, the facility was upgraded to supply reuse water for residential, common area, and golf course irrigation, as well as lake augmentation, for Southern Hills Plantation. Will is a utilities visionary, and the Cobb Road facility is a long-lasting commemorative of his legacy and foresight while employed with the City of Brooksville.

Will Smith also planned, managed, and oversaw completion of many significant improvements to the potable water system of the Utilities Division throughout his 33 years of employment. Some of his accomplishments include the repair and expansion of the water production and distribution and wastewater collection and transmission, and expansion of existing well fields.

The renaming of the "Cobb Road Water Reclamation Facility" to the "William S. Smith Water Reclamation Facility" would be a small but significant way to remember the man that envisioned this facility, and managed to make this idea a reality. Through good stewardship of taxpayer dollars, excellent leadership of his employees, and dedicated service, Will managed to construct a facility that is not only a significant asset to this community today, but will continue to do so for generations to come.

BUDGET IMPACT: The renaming will have a minimum impact of less than \$2,500.

LEGAL REVIEW: The renaming will not impact the City legally.

STAFF RECOMMENDATION: Authorize the official renaming of the “Cobb Road Water Reclamation Facility” to the “William S. Smith Water Reclamation Facility”.



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER

A handwritten signature in blue ink, appearing to read "T. Jennene Norman-Vacha", written over the printed name.

SUBJECT: EMPLOYEE BENEFIT INSURANCE RENEWALS FOR FY2017

DATE: July 13, 2016

GENERAL SUMMARY/BACKGROUND: The Gehring Group and staff have worked on renewal of insurance rates for employee coverages provided within the City's employment benefit package (group medical combined with the health reimbursement arrangement-HRA, dental, term life, and long-term disability). Optionally and upon the voluntary decision of the employee, additional/supplemental life, short-term disability and dependent coverages are made available through City's existing providers. Voluntary and dependent coverages are provided at the sole option and expense of the employee.

Group Medical Coverage

The initial renewal provided from Cigna would have required a 10.6% increase to the City's current premium rates. With additional efforts from the Gehring Group, Cigna has agreed to a proposed renewal the City's healthcare plan with an increase in premiums of 5.2%. Unlike last year, CIGNA has agreed to not increase current individual stop loss (ISL) amount of \$40,000. The terminal liability level will increase by \$5,468. This will mean an increase in the "employee only" premium (paid at 100% by the City/employer) from \$663.89 per employee per month to \$700.25 per employee per month.

As you know, our Cigna plan is a partially self-insured contract, meaning that the City pays for administrative costs each month and claims paid during the month, up to a predetermined maximum. If costs are lower than expected the City will retain these funds; however, costs will not exceed the budgeted increase. This plan allows the City to save if claims are more favorable than expected, as they have been in prior years.

Shawn Fleming with the Gehring Group will provide an update on the City's plan, discussing the performance and position of our partially self-insured plan.

For fiscal year 2017 staff recommends approval of the City's medical plan to renew with Cigna (Cigna, OAP 3559) with the negotiated renewal rates of \$700.25 per month per employee. The Individual stop loss will remain at \$40,000 per employee per year. Terminal Liability funding will increase to a required \$110,728 for FY2017. City will reserve the additional dollars for Terminal Liability with reserves within the Employee Health Insurance and HRA Fund (609).

Dental Insurance Coverage

The renewal for group/employee dental coverage provided from Cigna has proposed to renew the City's dental plan with an increase of five percent (5%). This will increase the "employee only" dental premium (paid 100% by the City/Employer) from \$25.21 per employee per month to \$26.47 per employee per month.

Life Coverage

Currently the City provides a term-life benefit of two (2) times salary for all City employees. The City's group life and voluntary dependent/supplemental life coverages are provided with Life Insurance Company of North America, a subsidiary of CIGNA. We currently expect that the FY2017 renewal rates will once again be presented with no increase in the rate. If this should not be true, we will return to City Council for approval.

Long-Term Disability Insurance Coverage

The employee long-term disability coverages are provided through the Life Insurance Company of North America, a subsidiary of CIGNA. Again, we currently expect that the FY2017 renewal rates will once again be presented with no increase in the rate. If this should not be true, we will return to City Council for approval.

Employees will be allowed to acquire additional voluntary or dependent coverage (100% employee paid) as they may determine in the best interest of themselves and/or their family through Open Enrollment.

BUDGET IMPACT: Monies allocated in the FY2017 budget documents will include the proposed renewal rates.

LEGAL REVIEW: City Council has the authority to provide employee benefit coverages as outlined within this memorandum.

STAFF RECOMMENDATION: Staff recommends that City Council approve the following for fiscal year 2016: (1) Approve renewal of employee group medical plan with Cigna OAP 3559 Plan through Cigna at a maximum premium rate of \$700.25 per month per employee for "employee only" coverage; allowing provisions for voluntary dependent coverage; (2) Approve renewal of the employee group dental plan with Cigna at a premium rate of \$26.47 per month per employee "for employee only" coverage; allowing provisions for voluntary dependent coverage; (3) Renewal of group employee term-life coverage of two (2) times salary for all employees through Life Insurance Company of North America at current/existing rates; allowing provisions for voluntary life benefits for the employee and/or spouse/dependents; and (4) Renewal of group employee long-term disability coverage through for all employees with Life Insurance Company of North America at current/existing rates; allowing provisions for voluntary short-term disability benefit options.

Attachment: 1) Medical and Dental Renewal Rates

Renewed \$40K ISL

Current \$40K ISL

Negotiated Renewal \$40K ISL

	Cigna OAP 3559 Partially Self Funded		Cigna OAP 3559 Partially Self Funded		Cigna OAP 3559 Partially Self Funded	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible						
Single	\$500	\$750	\$500	\$750	\$500	\$750
Family	\$1,500	\$2,250	\$1,500	\$2,250	\$1,500	\$2,250
Out of Pocket Maximum	Includes CYD, Coins, Copays, Rx					
Single	\$2,500	\$5,000	\$2,500	\$5,000	\$2,500	\$5,000
Family	\$5,000	\$10,000	\$5,000	\$10,000	\$5,000	\$10,000
Coinurance	20%	40%	20%	40%	20%	40%
Office Visits						
Physician Office Visit	\$20	CYD + 40%	\$20	CYD + 40%	\$20	CYD + 40%
Specialist Visit	\$40	CYD + 40%	\$40	CYD + 40%	\$40	CYD + 40%
Maternity - Initial OB Visit	\$40	CYD + 40%	\$40	CYD + 40%	\$40	CYD + 40%
Preventive Svcs (Wellness)	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Clinical Lab	No Charge	CYD + 40%	No Charge	CYD + 40%	No Charge	CYD + 40%
Advanced Imaging	\$150	CYD + 40%	\$150	CYD + 40%	\$150	CYD + 40%
Chiropractic	\$40	CYD + 40%	\$40	CYD + 40%	\$40	CYD + 40%
Urgent Care Center	\$45	CYD + 40%	\$45	CYD + 40%	\$45	CYD + 40%
Hospital						
Inpatient (opt.1 / opt. 2)	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Outpatient	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%
Physician Services	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
Emergency Room Visit	\$100	\$100	\$100	\$100	\$100	\$100
Ambulance	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
Mental Health / Sub. Abuse						
Inpatient	CYD + 20%	40%	CYD + 20%	40%	CYD + 20%	40%
Outpatient	\$20	40% + CYD	\$20	40% + CYD	\$20	40% + CYD
Prescription Drugs						
Generic Drugs	\$10		\$10		\$10	
Preferred Brand	\$30		\$30		\$30	
Non Preferred Brand	\$50		\$50		\$50	
Mail Order (90 day supply)	2.5 x	Not Covered	2.5 x	Not Covered	2.5 x	Not Covered
Employee	101		Maximum \$663.89	Maximum \$736.17	Maximum \$700.25	Maximum \$700.25
Employee + Spouse	4		\$1,540.23	\$1,545.95	\$1,470.52	\$1,470.52
Employee + Child	9		\$1,221.58	\$1,398.71	\$1,330.46	\$1,330.46
Employee + Family	0		\$2,071.34	\$2,208.50	\$2,100.74	\$2,100.74
Monthly Premium			\$84,208	\$93,125	\$88,581	\$88,581
Annual Premium			\$1,010,496	\$1,117,504	\$1,062,978	\$1,062,978
\$ Increase			N/A	\$107,008	\$52,481	\$52,481
% Increase			N/A	10.6%	5.2%	5.2%

Current - Graded Funding Renewal \$40K ISL

	Insurance & Admin			Claims Liability		Funding
	Admin Fee	ISL	ASL	Policyholder Monthly Limit	Fully Insured Premiums	
Active Employees						
Employee	101	\$154.45	\$11.94	\$456.92	\$663.89	
Employee + Spouse	4	\$358.34	\$27.70	\$1,060.06	\$1,540.23	
Employee + Child	9	\$74.66	\$21.97	\$840.74	\$1,221.58	
Employee + Family	0	\$126.59	\$37.24	\$1,425.60	\$2,071.34	
Monthly Cost	\$5,147	\$19,591	\$1,514	\$57,956	\$84,208	
Annual Cost	\$61,764	\$235,088	\$18,174	\$695,470	\$1,010,496	
		Total Insurance & Admin Cost		Total Claims Liability	Maximum Cost	
		\$315,027		\$695,470	\$1,010,496	

Total Annual Plan Maximum
 Additional Plan Maximum for 2016

Terminal Liability Fixed Costs
 Terminal Liability Claims Exposure
 Total Terminal Liability
 Additional Terminal Liability for 2016

Total Annual Plan Maximum Plus Additional Terminal Liability

"As Is Negotiated" Graded Funding Renewal \$40K ISL

	Insurance & Admin			Claims Liability		Funding
	Admin Fee	ISL	ASL	Policyholder Monthly Limit	Suggested Funding	
Active Employees						
Employee	\$41.50	\$164.46	\$12.69	\$481.60	\$700.25	
Employee + Spouse	\$87.15	\$345.36	\$26.65	\$1,011.36	\$1,470.52	
Employee + Child	\$78.85	\$312.47	\$24.11	\$915.03	\$1,330.46	
Employee + Family	\$124.50	\$493.38	\$38.07	\$1,444.79	\$2,100.74	
Monthly Cost	\$5,250	\$20,804	\$1,605	\$60,922	\$88,581	
Annual Cost	\$62,997	\$249,650	\$19,263	\$731,068	\$1,062,978	
		Total Insurance & Admin Cost		Total Claims Liability	Maximum Cost	
		\$331,910		\$731,068	\$1,062,978	
		5.4%		5.1%	5.2%	

Total Annual Plan Maximum
 Additional Plan Maximum for 2016

Terminal Liability Fixed Costs
 Terminal Liability Claims Exposure
 Total Terminal Liability
 Additional Terminal Liability for 2016

Total Annual Plan Maximum Plus Additional Terminal Liability

City of Brooksville
PPO Dental Renewal Evaluation
Effective Date: October 1, 2016



SCHEDULE OF BENEFITS	CURRENT		RENEWAL	
	Cigna		Cigna	
Plan Basics	<i>In Network</i>	<i>Non Network</i>	<i>In Network</i>	<i>Non Network</i>
Calendar Year Maximum	\$1,000		\$1,000	
Deductibles				
Single	\$50	\$50	\$50	\$50
Family	\$150	\$150	\$150	\$150
Deductible Waived for Preventive Services?	Yes	Yes	Yes	Yes
Benefits				
Preventative	100%	100%	100%	100%
Basic	80%	80%	80%	80%
Major	50%	50%	50%	50%
Orthodontia (Up to age 19)	50%	50%	50%	50%
Service Information				
Out of Network Benefits Level	90th Percentile		90th Percentile	
Waiting Period (Timely Entrants)	None		None	
Orthodontia-Lifetime Max	\$1,000		\$1,000	
Endodontics/Periodontics	Basic/Major		Basic	
Reimbursement Guarantee	Expires 9/30/16		12 Months	
Employee Only	86	\$25.21	\$26.47	
Employee & Spouse	16	\$52.49	\$55.11	
Employee & Child(ren)	13	\$59.49	\$62.46	
Employee & Family	8	\$86.75	\$91.09	
Monthly Premium		\$4,475.27	\$4,698.88	
Annual Premium		\$53,703.24	\$56,386.56	
\$ Increase		N/A	\$2,683.32	
% Increase		N/A	5.0%	



City Council

AGENDA ITEM: # 3

July 18, 2016

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *(Signature: T. Jennene Norman-Vacha)*

FROM: VIRGINIA C. WRIGHT, CITY CLERK *(Signature: Virginia C. Wright)*

SUBJECT: RESOLUTION NO. 2016-07 - ELECTION QUALIFYING RATIFICATION

DATE: July 5, 2016

GENERAL SUMMARY: Qualifying for the November 8, 2016, municipal election ended at Noon on June 24, 2016, for City Council Seat No. 2 currently held by Frankie Burnett, City Council Seat No.3 currently held by William Kemerer.

Qualifying results were as follows:

Two candidates qualified for Council Seat No. 2, Joe Bernardini and Frankie Burnett for the 4 Year Term 12/05/2016 - 12/07/2020.

The only candidate who qualified for Council Seat No. 3 was William Kemerer for the 4 year Term 12/05/2016 - 12/07/2020. No election required.

Pursuant to Section 2.10(a) of the City Charter, "In the event that no more than one (1) person qualifies as a candidate, either for ballot listing or write-in, for a designated seat on the City Council, that seat or office shall not be listed on the regular city election ballot. The City Council by resolution shall designate the qualified candidate as the council member for the designated seat."

Resolution No. 2016-07 is hereby attached, so ratifying the results of qualifying for the 2016 election for the City of Brooksville; whereby declaring no election be held for Council Seat No. 3 and providing for the placement of Council Seat No. 2 on the ballot, as referenced above.

FINANCIAL IMPACT: None anticipated pursuant to preliminary notification from the Hernando County Supervisor of Elections Office.

CS1 **LEGAL REVIEW:** The City is vested with home rule authority pursuant to Article VII, Section 2, Fla. Const. and Chapter 166, Fla. Stat. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services to include matters or fiscal and legal impact.

RECOMMENDATION: Staff recommends the adoption of the proposed Resolution No. 2016-07 ratifying the results of qualifying for the 2016 City Election. Declaring that no election be held for Council Seat No. 3 and providing for the placement of Council Seat No. 2 on the ballot for the November 8, 2016, General Election.

ATTACHMENT: Proposed Resolution No. 2016-07.

RESOLUTION NO. 2016-07

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING REFERENDUM PROPOSITION FOR THE NOVEMBER 8, 2016, PRIMARY ELECTION; DECLARING APPOINTMENT OF CERTAIN CANDIDATES TO FILL THE COUNCIL SEAT NO. 2; DECLARING THAT NO MUNICIPAL ELECTION SHALL BE HELD FOR COUNCIL SEAT NO. 3; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, qualifying for the November 8, 2016, municipal election ended at Noon on June 24, 2016, for Council Seat No. 2 currently held by Frankie Burnett, Council Seat No. 3 currently held by William Kemerer; and,

WHEREAS, Frankie Burnett and Joe Bernardini are the two candidates who qualified to fill Council Seat No. 2, which term begins December 2016 and term ends in December 2020; and,

WHEREAS, William Kemerer, is the only candidate who qualified to fill Council Seat No. 3, which term ends in December 2020; and,

WHEREAS, Section 2.10(a) of the City Charter states: "In the event that no more than one (1) person qualifies as a candidate, either for ballot listing or write-in, for a designated seat on the city council, that seat or office shall not be listed on the regular city election ballot. The city council by resolution shall designate the qualified candidate as the council member for the designated seat."

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

Section 1. That the regular municipal election, scheduled for November 8, 2016, shall continue for the purpose of the electorate deciding on Council Seat No. 2 thereupon scheduled, with the names of the candidates to appear on the ballot as follows:

Frankie Burnett
Joe Bernardini

Section 2. That **William Kemerer** is qualified and shall fill the designated Council Seat No. 3 and that he shall serve on the City Council for the four year term beginning at the first regular Council Meeting in December, 2016 (12/05/2016) and ending at the first regular Council Meeting in December, 2020.

Section 3. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 18th day of July, 2016, A.D.

City of Brooksville

Natalie Kahler, Mayor

ATTEST: _____
Virginia C. Wright, City Clerk

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:

Burnett _____
Erhard _____
Kemerer _____
Battista _____
Kahler _____



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*
FROM: DAVID FREDA, FIRE CHIEF *David Freda*
SUBJECT: TENTATIVE FIRE ASSESSMENT RATES FOR FISCAL YEAR 2017
DATE: JULY 12, 2016

GENERAL SUMMARY/BACKGROUND: On July 2, 2012, Council adopted Ordinance No. 830, which implemented the levying of a non-ad valorem special assessment for the City of Brooksville. An assessment utilizing the “readiness to serve” two-tiered approach of funding established for non-ad valorem special assessment collection for the fire department and fire related service delivery.

For fiscal year 2016 City Council established fire assessment rates as follows:

- Tier 1 (relative value of improvements) was adopted at a rate of 0.80 per unit (1/1,000 of value)
- Tier 2 (readiness to serve/per parcel rate) was adopted at a rate of \$100 per parcel.

The fire assessment rates for fiscal year 2016 projected assessment funding at \$591,667 (95% of projected revenues).

When the City Council implemented the Fire Assessment program and enacted the legal requirements for this program in 2012, the City Council stated that they were interested in a fire assessment methodology that was able to distribute costs of fire services to all properties in order that all would pay something toward the Fire Department’s “readiness to serve”.

As Council is aware, the Readiness to Serve Apportionment Methodology is based upon the premise that a significant portion of the benefit derived from or burden relieved by fire protection services lies in fact that the Brooksville Fire Department maintains a continual readiness to serve whether or not a fire-related distress call is ever received. The preparedness costs of the fire department are generally those necessary to maintain the readiness of fire personnel and the department’s capacity to respond to calls regardless of the nature of an event. Preparedness costs are referred to as the core or fixed costs of any fire service delivery. They are the fixed costs that allow the fire department to stand alert, ready to respond to the potential of a fire and associated basic life support in the event of emergency.

The fixed costs associated with “readiness to serve” logically apply to every parcel of real property in the City. The fixed costs are incurred without regard to that parcel’s character, use or composition.

The Readiness to Serve Apportionment Methodology adopted by Council established two distinct tiers or classes of assessment allocations:

- Tier 1 – a sharing of benefits, burdens and costs for fire protection services and facilities based upon the relative value of improvements for each parcel in the City as compared to the value of the improvements for all parcels in the City.
- Tier 2 – a sharing of benefits, burdens and costs for fire protection services of facilities on a per parcel allocation premised upon maintaining a continual state of preparedness and readiness to serve whether or not a request for actual assistance is ever received.

Since the adoption of the Fire Assessment methodology/program, the City Council has utilized it to fund a portion of the Fire Department service delivery costs.

The City Council must adopt and provide to the County Property Appraiser the 2017 fiscal year preliminary fire assessment rates by July 19, 2016 to be reflected on the TRIM notices mailed to all property owners in the latter part of August. The preliminary assessment rates forwarded to the County Appraiser for inclusion on the TRIM are upper limits of the rate levels that Council may ultimately choose to adopt for fiscal year 2017. There is no requirement that these preliminary rates be adopted, but instead, they are a starting point for Council deliberations. These rates provided on the TRIM notice may be lowered, but cannot be increased without significant additional advertising and notice requirements costs by the City.

Currently, there are 3,941 parcels in the city. Of those parcels 2,398 have improved value and 1,543 are vacant parcels of varying sizes.

Staff has prepared a preliminary budget for fiscal year 2017 that will be presented during our Budget Workshop. The budget prepared for the department reflects status quo staffing levels and operating costs. In our continuing efforts to shift costs of fire/rescue service delivery funding through the Assessment Program, lessening the burden of ad valorem and other General Fund revenues, for deliberations staff proposes a \$30 per parcel increase in the Tier 2, and a .10 cent increase on the Tier 1 rates for fiscal year 2017, This would require Council’s approval and adoption of fire assessment rates as follows:

- Tier 1 (relative value of improvements) was adopted at a rate of 0.90 per unit (1/1,000 of value)
- Tier 2 (readiness to serve/per parcel rate) was adopted at a rate of \$130 per parcel.

BUDGET IMPACT: Establishing the rates for fire service assessments during the annual budget adoption process will determine the amount collected. The remaining funding of the fire department budget other than fire assessments will be funded through other legally available revenues of the City, including the General Fund.

LEGAL REVIEW: The City possesses home rule authority for the levy and collection of special assessments and has considerable latitude with respect to maintaining an apportionment method.

STAFF RECOMMENDATION: Staff requests that the City Council adopt the tentative fire assessment rates as outlined above for the TRIM requirements. Additionally, we are requesting that Council approve a Public Budget Hearing date of September 7th, at 5:01 PM for final fire assessment rate adoption.

**CORRESPONDENCE TO NOTE
REGULAR COUNCIL MEETING – JULY 18, 2016**

CORRESPONDENCE TO NOTE

1. **TYPE:** Letter
 DATE RECEIVED: May 26, 2016
 RECEIVED FROM: Florida's Adventure Coast/Tammy J. Heon
 ADDRESSED TO: City Manager
 SUBJECT: Thank you letter - Use of the Mining Association
 Enrichment Center

2. **TYPE:** Memorandum
 DATE RECEIVED: June 15, 2016
 RECEIVED FROM: Richard Radacky
 ADDRESSED TO: City Manager
 SUBJECT: South Alabama Avenue Update



MEMORANDUM

TO: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: *Richard W. Radacky*
RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR
SUBJECT: South Alabama Avenue Update
DATE: June 15, 2016

At the City Council Meeting of May 16, 2016, during Council Member Time, Mayor Natalie Kahler reported that she had a conversation with three (3) residents of South Alabama Avenue concerning the repaving of South Alabama Avenue that is ranked 7. South Alabama Avenue has two (2) road segments. (Please refer to the map, Attachment 1). One (1) segment of South Alabama Avenue is from East Liberty Street to North Broad Street (U.S. Highway 41), Attachments 2 through 7. This roadway is ranked Number 7 on the Asset Management Plan for Streets and Sidewalks. The second South Alabama road segment is from Cleveland Avenue to Liberty Street, ranked Number 32. This avenue has some alligator cracking but is in fairly good shape, Attachments 8 through 11. Staff is not recommending any work on the Cleveland Avenue to Liberty Street roadway in the near future other than minor maintenance.

Both South Alabama avenues are very short, less than 256 feet each. Only one (1) residence fronts on South Alabama Avenue. The residence is at the corner of South Alabama Avenue and Cleveland Avenue. This South Alabama Avenue is ranked 32.

There is a third Alabama Avenue—North Alabama Avenue. North Alabama Avenue is ranked 4 even though it actually consists of two (2) road segments. North Alabama Avenue begins at North Broad Street (U.S. Highway 41) and extends northward, crosses East Jefferson Street (State Road 50) and ends at East Fort Dade Avenue. It is 467 long, (Attachments 12 through 16).

There are several other short asphalt road segments that intersect with Broad Street east of Main Street. These asphalt roadways are South and North Magnolia, ranked 62 and 31; North Bell from Broad Street to Jefferson Street, ranked 2; North Georgia, ranked 6; and two (2) segments of South Georgia, ranked 34 and 100.

It would be logical to reconstruct all or as many area short streets at one (1) time rather than proceed strictly by rank. If we reconstruct roadways strictly by rank, mobilization costs would be enormous. Ranking is but one (1) selection criteria in determining when and where roads should be reconstructed.

The previous City Council directed staff to select the most deteriorated and heavily-traveled roadways located throughout the city, not those streets one area. Staff agrees that the Alabama

CTN
07-18-16
Norman

avenues are deteriorated roadways; but, are not highly-traveled roadways. It is staff's opinion that when the City plans to pave/reconstruct South Alabama Avenue from Broad Street to Liberty Street, at the same time, pave/reconstruct all of North Alabama Avenue, ranked 4. "Pave" may be something other than completely rebuilding roadways which we previously accomplished.

The reason staff is looking for a least costly roadway improvement, rather than full-depth reconstruction, is because these roadways not as heavily traveled as other roadways. Also, they are low-speed roadways as they are very short roadways with stop signs at each road crossing.

As a funding source has not been identified, it is difficult to predict if and when further improvements will take place on any roadway. In staff's opinion and based on the guidance provided to staff, the Alabama avenues are not a high priority. However, until a source of funding can be identified, or further direction from Council is made, it appears that all road reconstruction has ended except for minor maintenance.

Attachment 1



Attachment 2



Attachment 3



Attachment 4



Attachment 5



Attachment 6



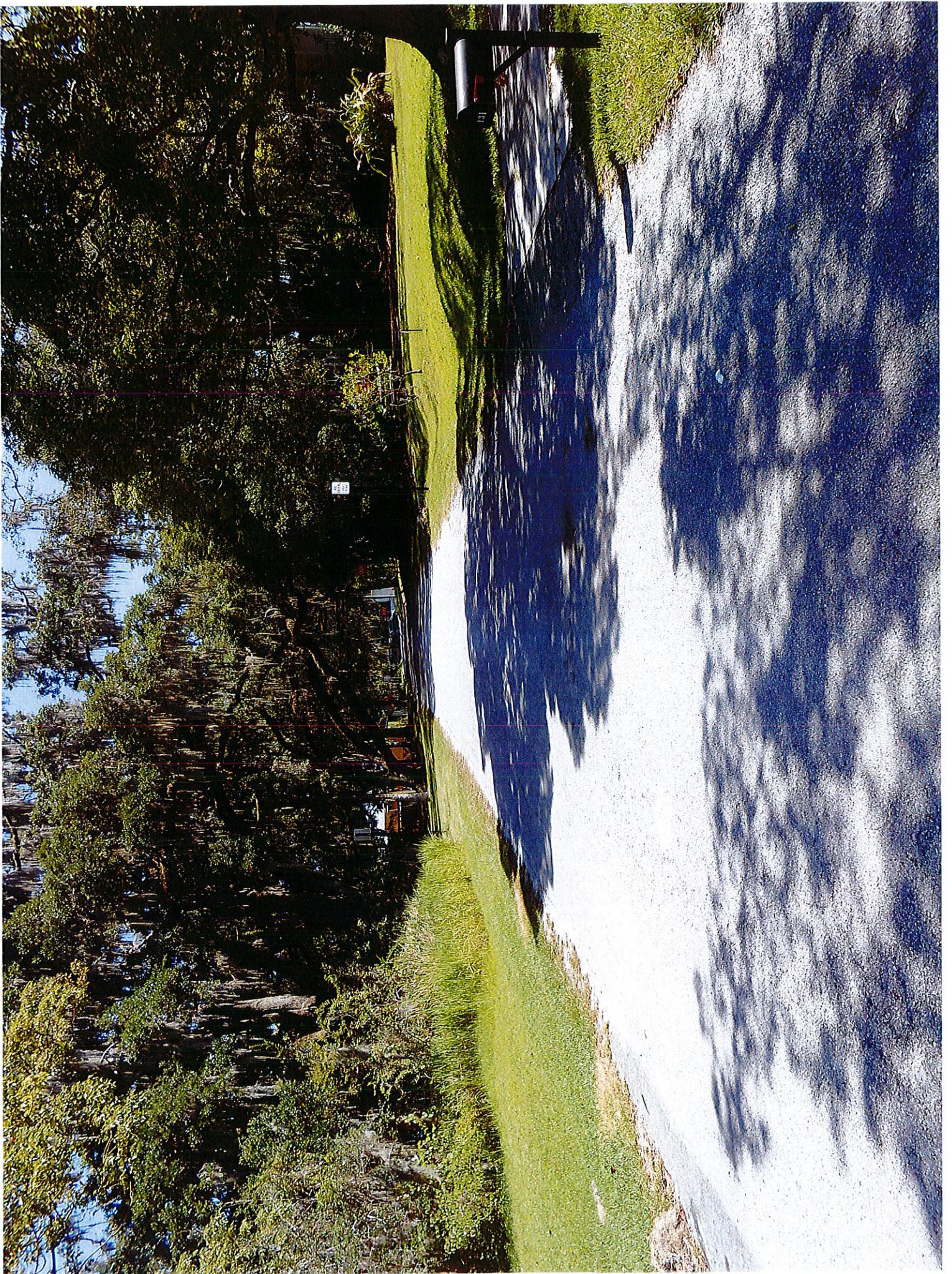
Attachment 7



Attachment 8



Attachment 9



Attachment 10



Attachment 11

ZMK 32



Attachment 12



Attachment 13



7

Attachment 14



Attachment 15



Attachment 16





Florida's
ADVENTURE COAST
 BROOKSVILLE ♦ WEEKI WACHEE

800.601.4580 ♦ 352.754.4405

FloridasAdventureCoast.com

06-20-16 A11:13 RCVD

Ms. Jennene Norman-Vacha
 City of Brooksville
 201 Howell Ave.
 Brooksville, FL 34601-2041

May 26, 2016

On behalf of the Tourist Development Council and my entire team, thank you for the very kind donation of the use of the Mining Association Enrichment Center for our Tourism Summit earlier this month.

Hosted during National Travel & Tourism Week, the summit allowed us to celebrate our industry and all that travel contributes to our lives, while also providing an opportunity for education, training and networking. By all accounts it was a huge success; those in attendance enjoyed not only our speakers and educational opportunities, but also the opportunity to network with one-another and exchange literature. Many had the opportunity to make new acquaintances and friends, while learning more about our many unique offerings.

I appreciate all that you do to support the efforts of Florida's Adventure Coast Visitors Bureau and look forward to our continued partnership. Thank you again.

Sincerely,

Tammy J. Heon, TMP
 Manager, Tourism Development

VISITOR INFORMATION CENTERS

{ CARRIAGE HILLS PLAZA
 31085 Cortez Boulevard
 Brooksville, Florida 34602

WEEKI WACHEE SPRINGS STATE PARK
 6131 Commercial Way
 Weeki Wachee, Florida 34606

CTN
18 July 2016
J. Walker