

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

Robert Battista
VICE-MAYOR

Betty Erhard
COUNCIL MEMBER

Frankie Burnett
COUNCIL MEMBER



William Kemmerer
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

SEPTEMBER 19, 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 the 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
& CRA MEETING
JOSEPH E. JOHNSTON, III COUNCIL CHAMBERS
201 HOWELL AVENUE**

SEPTEMBER 19, 2016

7:00 P.M.

AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. PRESENTATIONS & REQUESTS FOR SPONSORSHIP CREDITS

1. Proclamation – National Hispanic Heritage Month

Proclamation in recognition of National Hispanic Heritage Month.

2. Special Event Sponsorship Credit Request - The Dawn Center 5K Fundraiser

Consideration of request for special event sponsorship credit in the amount of \$320.00 for use of Tom Varn Park and the Jimmy Brooks Pavilion for the "Dash for Dawn Center" 5k event on October 8, 2016.

Presentation: Event Organizer
Recommendation: Direction to Staff
Attachments: Memo from Director of Parks,
Facilities & Recreation dated
08/23/2016; Letter of Request;
Facility Use Agreement; FY2017
Sponsorship Credit Spreadsheet.

3. Special Event Sponsorship Credit Request – GFWC Historic Brooksville Woman's Club/ChristKindl Festival

Consideration of request for special event sponsorship credit in the amount of \$806.88 for the General Federation of Women's Clubs (GFWC) Historic Brooksville Woman's Club ChristKindl Festival scheduled for December 10, 2016.

Presentation: Event Organizer
Recommendation: Direction to Staff
Attachments: Memo from City Clerk dated
8/26/2016; Letter from
Organization President; Street
Closure Permit; Certificate of
Insurance; FY2017
Sponsorship Credit Spreadsheet.

REGULAR COUNCIL MEETING – SEPTEMBER 19, 2016

4. Hernando/Citrus Metropolitan Planning Organization (MPO) Update Brooksville One-Way Pairs Study

Presentation: Dennis Dix, MPO Executive Director
Attachments: Memo from MPO Executive Director dated 9/12/2016;
Phase 1 & 2 One-Way Pairs Study

D. CITIZEN INPUT

E. CONSENT AGENDA

1. Minutes

November 2, 2015 - Regular Council Meeting
November 16, 2015 – Regular Council Meeting
December 7, 2015 – Regular Council Meeting
December 14, 2015 – Council Workshop
December 21, 2015 – Regular Council Meeting
January 4, 2016 – Regular Council Meeting

2. Hernando Youth League (HYL) Agreement

Consideration of approval to continue/renew the user agreement with the Hernando Youth League, Inc. (HYL) as approved October 3, 2010, with the correction to the agreement to Section 3 (C) Tournament Fee.

3. Beautification Advisory Board Appointment

Consideration of appointment of Student Representative/non-voting position to the Beautification Advisory Board.

4. Extension of Agreement for Soft Drink Services

Consideration for the approval of the extension to the contract services agreement with The Pepsi Beverages Company for an additional five (5) years as outlined in the original agreement along with approval of Addendum #1. The extension contract will expire on July 31, 2021. Revenues obtained from Pepsi vending commissions during the five (5) year agreement will be placed in the McKethan Capital Fund 302.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes

REGULAR COUNCIL MEETING – SEPTEMBER 19, 2016

- 2) Memo from Director of Parks, Recreation & Facilities dated 9/02/2016; Current Agreement; Proposed Agreement; Letter from HYL Softball Director dated 9/13/2016
- 3) Memo from City Clerk dated 8/16/2016; Application
- 4) Memo from Parks/Facilities & Recreation Director dated 9/12/2016; Addendum #1; Agreement

F. REGULAR AGENDA

1. Public Risk Management Final Proposal and Renewal for 2017 Policy Year

Consideration of final approval of renewal proposal from Public Risk Management of Florida for property, liability, and workers' compensation insurance coverage for the 2017 Policy Year in the amount of \$66,436.

- Presentation: Andy Cooper, Vice President/World Risk Management
- Recommendation: Approval of 2017 Policy Year Renewal
- Attachments: Memo from Finance Director dated 9/12/2016; PowerPoint Presentation

G. ADJOURNMENT TO COMMUNITY REDEVELOPMENT AGENCY MEETING

H. RECONVENE REGULAR COUNCIL MEETING

I. COMMUNITY REDEVELOPMENT AGENCY (CRA) – DOWNTOWN BEAUTIFUL PARTICIPATING PARTY AGREEMENT WITH SUNTRUST FOR PROPERTY LOCATED AT THE S.E. CORNER OF JEFFERSON STREET AND ORANGE AVENUE

Requesting the following: (a) Provide direction to staff on the amount to be committed by the CRA for this Project; and (b.) If the amount chosen is less than the total estimated Project cost noted above, authorize staff/consultant to work with third parties to solicit funds to make up the remaining balance; and (c.) If the CRA/City concurs with the terms of the proposed Agreement, authorize the full execution of the Agreement with SunTrust Bank, to enable the CRA/City to move forward with this Project, or provide alternative direction to Staff.

REGULAR COUNCIL MEETING – SEPTEMBER 19, 2016

Presentation: CRA Executive Director
Recommendation: Approval of Agreement with SunTrust Bank
Attachments: Memo from CRA Executive Director dated 8/26/2016; Agreement.

- J. CITIZENS INPUT
- K. ITEMS BY COUNCIL
- L. ADJOURNMENT

CORRESPONDENCE TO NOTE

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

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

City of Brooksville Proclamation

City Council
AGENDA ITEM: C1
September 19, 2016

Whereas, each year, Americans observe *National Hispanic Heritage Month* from September 15 through October 15, by celebrating the histories, cultures and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America; and

Whereas, the observation of *National Hispanic Heritage Month* started in 1968 under President Lyndon Johnson and was expanded by President Ronald Reagan in 1988 to cover a 30-day period. It was enacted into law on August 17, 1988, on the approval of Public Law 100-402; and

Whereas, America's Hispanic community has the same dreams, values, trials, and triumphs of people in every corner of our country, and their contributions continue to enrich our nation's character; and

Whereas, Florida has the third largest population of Hispanics in the nation, with a Hispanic population of 23% in the State and 10.3% in Hernando County; and

Whereas, cultural diversity and optimism for a brighter future are part of our nation's greatest strengths; and

Whereas, *Hispanic Heritage Month* recognizes the members of our of Hispanic community, have the same dreams, aspirations and values as all people in our county; and whose commitment to our community, work ethic and love of family help to unite us.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby proclaim September 15 - October 15, 2016, as

“Hispanic Heritage Month”

and hereby call upon public officials, educators, librarians, and all citizens to observe *Hispanic Heritage Month* with the appropriate ceremonies, activities and programs.

In Witness Whereof, we have hereunto set our hand and caused the seal of the City of Brooksville to be affixed this 19th day of September, 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: C2
September 19, 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: TOM VARN PARK and THE JIMMY BROOKS PAVILION FEE
WAIVER REQUEST – DAWN CENTER OF HERNANDO COUNTY
ANNUAL “DASH FOR DAWN CENTER” 5K.

DATE: August 23, 2016

GENERAL SUMMARY/BACKGROUND: The Dawn Center of Hernando County, a nonprofit organization which provides services to over 1,700 survivors of domestic violence and sexual assault each year, is hosting their annual “Dash for Dawn Center” 5K run/walk event at Tom Varn Park on October 8, 2016 and has requested a sponsorship credit for the park rental fee of \$275.00 and the Jimmie Brooks Pavilion fee of \$45.00 for a total of \$320.00. The security deposit in the amount of \$275.00 and a certificate of insurance listing the city as additionally insured will still be required for the event.

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 \$657.10 in Sponsorship Credits for Fiscal Year 2017 leaving a balance of \$14,342.90.

LEGAL REVIEW: 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: A Special Event Sponsorship Credit is being requested for this event in the amount of \$320.00 total. Staff seeks direction from City Council.

ATTACHMENTS: 1. Letter of Request
2. Facility Use Agreement
3. Sponsorship Credit Spreadsheet



OUR MISSION: To break the cycle of domestic and sexual violence by providing supportive services and leadership that promotes social change.

August 23, 2016

Brooksville City Council
201 Howell Avenue
Brooksville, FL 34601

Re: Dawn Center's 5K Fundraiser, October 8, 2016

Dear Brooksville City Council Members,

Dawn Center of Hernando County provides services to over 1,700 survivors of domestic violence and sexual assault each year. Our programs include 24/7 crisis hotline, emergency safe shelter, crisis counseling, case management, legal advocacy, and other outreach and violence prevention services. In order to raise funds for the operating costs of our life changing program's we are seeking permission to host our annual 5K run/walk called "Dash for Dawn Center" at Tom Varn Park. We would like to use Tom Varn Park and the Jimmy Brooks Pavilion on Saturday, October 8, 2016 from 3:30 pm- 9:00 pm inclusive of set-up, breakdown, event, and clean-up. Because we are a non-profit organization using all proceeds from this event towards the many different programs we offer, we are requesting the user fees for use of this location be waived. We will certainly take care to ensure that the facility is in as good of condition when we leave it as it was when we arrived.

Your consideration of our request is greatly appreciated. If you should have any questions regarding the event or Dawn Center programming, please do not hesitate to reach me at (352) 684-7191. Thank you.

Sincerely,

Shannon Sokolowski
Executive Director

Dawn Center

PO Box 6179
Spring Hill, FL 34611
dawncenter.org

t: 352.684.7191
f: 352.684.7941
info@dawncenter.org



Internal Revenue Service

Date: March 15, 2007

SALVARE INC
DAWN CENTER OF HERNANDO COUNTY
PO BOX 6179
SPRING HILL FL 34611

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Mary Holland 31-08700
Customer Service Representative
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
59-3188546

Dear Sir or Madam:

This is in response to your request of March 15, 2007, regarding your organization's tax-exempt status.

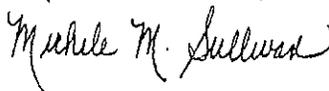
In September 1996 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1

CITY OF BROOKSVILLE

PARKS & RECREATION DEPARTMENT

FACILITY USE AGREEMENT



Jerome Brown Community Center Hall/Gym Conference Room Kitchen
 Enrichment Center 1st Fl Conf. Rm. 2nd Fl Conf. Rm. Kitchen
 Other Facility Tom Varn Park - Pavilion #2

Name of applicant (User): Dawn Center of Hernando County

If an organization, name of representative: Shannon Sokolowski

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

Address: PO Box 6179 City: Spring Hill State: FL Zip: 34611

Contact person: Shannon Sokolowski Day Telephone 352-684-7191 Evening 407-492-5668

Alternate contact person: Amy Capoccia Day Telephone 352-942-7556 Evening same

Description of event: Take Back the Night 5K & 1 mi. support walk to raise awareness & funds for survivors of domestic and sexual violence Anticipated attendance: 150

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: 10/8/16 Ending date: 10/8/16

Time event begins: 5:00 AM/PM

Time event ends: 7:30 AM/PM

Set-up: Date 10/8/16 3:30pm

From 3:30pm AM/PM to 9 AM/PM

Will event be open to the general public? Yes No; Admission/donation/fee**: Yes No \$ 25 per individual runner

Food/merchandise sales*: Yes No; Describe: n/a

Refreshments served: Yes No; Describe: water, gatorade, & snacks post-race

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

RATES & FEES

User Fees: The base user fee for the requested facility is \$_____ (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: Shannon Sokolowski Signature: [Signature] Date: 8/23/16

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 \$ _____ Other \$ _____ Total Estimated Cost \$ _____ Total Estimated Deposit \$ _____
Initial Deposit (minimum 50% of estimated total) \$ _____ Received by _____ Date _____ Balance Due (10 days prior to event) \$ _____
Application Approved By: _____ Date: _____
Not valid unless signed by Director of Parks and Recreation or Authorized Agent.



City Council
AGENDA ITEM: C3
September 19, 2016

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: VIRGINIA (GINNY) WRIGHT, CITY CLERK
SUBJECT: GENERAL FEDERATION OF WOMEN'S CLUBS/HISTORIC BROOKSVILLE WOMAN'S CLUB – REQUEST FOR SPECIAL EVENT SPONSORSHIP CREDIT
DATE: AUGUST 26, 2016

GENERAL SUMMARY/BACKGROUND: We are in receipt of a request from the General Federation of Women's Clubs (GFWC) Historic Brooksville Woman's Club requesting a sponsorship credit for the 3rd Annual ChristKindl Festival. The festival is scheduled for December 10, 2016 beginning at 11:00 a.m. ending at 4:00 p.m. The event is being held in conjunction with the Annual Christmas Parade in downtown Brooksville.

Last year, 100 vendors participated in the ChristKindl Festival with approximately 5,982 people in attendance. This year's event is expected to attract 7,000 or more people.

There will be outdoor tents featuring crafts, food, and gifts available for purchase. In addition, free entertainment will be provided, along with a holiday tree forest around the entertainment stage. A Santa and Christmas Angel will greet guests, as well as offering a holiday photo opportunity. There is no admission fee to attend the event.

Cost estimates are in amount of \$556.48 (Police Department) for traffic control, and \$250.40 (Department of Public Works) for street closure; the total estimated cost is \$806.88. A certificate of insurance listing the City of Brooksville as an additional insured has been provided and is attached.

BUDGET IMPACT: Sponsorship Credit funding in the amount of \$15,000 is tentatively allocated within the General Fund budget for FY2017, line item number 001-010-511-59901. Of that amount, \$657.10 has been awarded, leaving a balance of \$14,342.90.

Reviewed by Finance Department:

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.

Reviewed by City Attorney: CAI

STAFF RECOMMENDATION: A Special Event Sponsorship Credit is being requested for this event in the amount of \$806.88 total. Direction to Staff.

- ATTACHMENTS:**
1. Letter from GFWC Historic Woman's Club
 2. Street Closure Permit & Map
 3. Certificate of Insurance
 4. Sponsorship Credit Spreadsheet



GFWC Historic Brooksville Woman's Club
131 S. Main St, Brooksville FL 34601
info@gfwcbrooksvillewomansclub.org

August 6, 2016

To: City Council, City of Brooksville

RE: Special Event Sponsorship Credit Request

The GFWC Historic Brooksville Woman's Club requests a street closing permit to hold the third annual ChristKindl Festival on December 10, 2016. We are requesting an Event Sponsorship Credit and any financial help that you can give us.

Christkindl will complement the Brooksville Holiday Parade, and help to keep visitors downtown to eat at local restaurants and enjoy the holiday lighting display. The Festival begins at 11 am and ends at 4 pm. Last year we filled 100 vendor spots and counted 5982 visitors. This year we expect to attract 7000 or more visitors, due to event recognition and expanded use of social marketing.

This event is inspired by the 700 year old German ChristKindl Market, a festive event now celebrated by several American cities. The streets are lined with outdoor tents featuring unique handmade crafts, foods and traditional treats and gifts. We will have music, dancing, and traditional foods. We will again have a beautiful holiday tree forest around the entertainment stage. Our Old World Santa and Christmas Angel will be back to greet guests and offer a holiday photo opportunity. This is a free, family friendly event.

Why did we choose "ChristKindle"? To be different and add something new to holiday attractions of downtown Brooksville. We want to attract the maximum visitors to Hernando County and Brooksville. We have grown from a tiny event on our Historic Clubhouse property to a successful multi-block event drawing thousands, and we expect to do better every year.

Vendor-Exhibitor applications are coming in and sponsors from last year are ready to participate again. All of the German Clubs from surrounding areas are invited to join us, as well as local merchants, youth groups, artists and craftsmen, food vendors and performers. Vendors will be encouraged to decorate their tents and displays with a consistent old world holiday theme.

Thank you for your consideration. I would appreciate the opportunity to present our request in person to the City Council when it is scheduled for review.

Sincerely,

Jude Simpson, President
GFWC Historic Brooksville Woman's Club

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: GFWC Historic Brooksville Women's Club		Event Christkindle Festival (3rd annual)	
Contact Person: Jude Simpson		Address: 131 S. Main St	Telephone: 352-345-2173
If unavailable (Alternate Name) Lois Bendheim		E-Mail: jude.simpson@gmail.com	Telephone:
Date of Event: 12/10/16	Starting Time: 11 AM	Ending Time (approx): 5 pm	Estimated Number of Participants: 7000
Proposed Route (include Street/Avenue, attach location map) see map Close S. Main St below Liberty + set up vendor and entertainment spaces south to Lammor + Jess. Hendricks			

I/We **GFWC Historic Brooksville Women's Club** 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.

Jude Simpson, President, GFWC Historic Brooksville Women's Club

Signature

State of Florida
County of Hernando



The foregoing instrument was acknowledged before me this **7** day of **July**, 2016, by **Jude Simpson** who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

Summer Melodie Miler [Signature of Notary Public] **Summer Melodie Miler** [Printed, typed or stamped name of Notary Public]

- PROCESSING:** City Clerk's Office will accept application, process through Police Department, Public Works & Fire Department for related costs as well as City Council if waivers are being requested.
- APPROVAL:** Chief of Police and City Manager will approve or deny application.
- DISTRIBUTION:** **Original:** Return to Applicant
Copies: Chief of Police, Director of Public Works, City Manager and City Clerk
- PUBLIC NOTICE:** A LIST OF STREETS BEING CLOSED WITH DATES AND TIMES WILL BE RELEASED TO THE PRESS NO LESS THAN 5 DAYS PRIOR TO THIS EVENT.

NOTICE: PERMIT NOT VALID UNLESS APPROVED BY DESIGNATED CITY REPRESENTATIVE.			
Total Deposit \$ _____		Received By: _____	
		Date _____	
Public Works Director [Signature]	Date 07-25-16	Police Chief [Signature]	Date 8/19/16
		City Manager [Signature]	Date 8.22.16

CITY OF BROOKSVILLE
TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: CHRISTKINDLE
Starting: 12/10/16 11 AM End: 12/10/16 5 PM

Police Department

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

See attached
POLICE DEPARTMENT TOTAL \$ 556.48

Fire Department

Personnel N/A _____ @ \$ _____ per hr. X _____ hours = \$ _____
_____ @ \$ _____ per hr. X _____ hours = \$ _____
_____ @ \$ _____ per hr. X _____ hours = \$ _____
Equipment N/A _____ @ \$ _____ = \$ _____
_____ @ \$ _____ = \$ _____

FIRE DEPARTMENT TOTAL \$ 0

Public Works

Personnel (St) 2 _____ @ \$ 20.25 per hr. X 7 hours = \$ 141.75
1 _____ @ \$ 19.55 per hr. X 3 hours = \$ 58.65
Equipment 2 PICK-UPS @ \$ 25. = \$ 50
Personnel (Gar) N/A _____ @ \$ _____ per hr. X _____ hours = \$ _____
_____ @ \$ _____ per hr. X _____ hours = \$ _____
Equipment N/A _____ @ \$ _____ = \$ _____

PUBLIC WORKS TOTAL \$ 250.40

Parks & Recreation

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

PARKS & REC TOTAL \$ _____

Community Development

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

ESTIMATED TOTAL DUE CITY \$ 806.88

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

* Per Council Policy 3-2012: Applicants may request Sponsorship Credits for City required Special Event Permit Fees. A request for a Sponsorship Credits must be submitted with a Special Event permit application. The City may, in its discretion, approve all, part, or none of Sponsorship Credits request. Applicants are encouraged to solicit volunteer assistance to offset costs where possible. City acknowledgement as a sponsor and City logo must be added to event website/media/marketing/publicity materials for events obtaining Sponsorship Credits. _____ Initial of Applicant

ChristKindle Festival



Main Street from Liberty to Lamar;
Hendricks Avenue from Main Street to S. Lemon Street



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2016

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

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

PRODUCER Phone: (352) 796-3594 Fax: 352-796-0354

SNOW & BELL, INC.
24 N. BROAD STREET
BROOKSVILLE FL 34601

CONTACT NAME: **Brittany A Bell**PHONE (A/C, No, Ext): **(352) 796-3594**FAX (A/C, No): **352-796-0354**

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : **Ohio Casualty**

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

Agency Lic#: L054213

INSURED

GFWC HISTORIC BROOKSVILLE WOMAN'S CLUB
C/O ADELE VAN SCIVER
131 S MAIN ST
BROOKSVILLE FL 34601

COVERAGES

CERTIFICATE NUMBER: 75628

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BLS56709858	05/18/16	05/18/17	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED. EXP (Any one person) \$ 15,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person) \$	
	HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				BODILY INJURY (Per accident) \$	
	UMBRELLA LIAB	<input type="checkbox"/>	OCCUR				PROPERTY DAVAGE (per accident) \$	
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				EACH OCCURRENCE \$	
	DED RETENTION \$						AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	Y/N	N/A			OTHER \$	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE-EA EMPLOYEE \$	
							E.L. DISEASE-POLICY LIMIT \$	

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

THE CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY.

CHRISTKINDL FESTIVAL
DECEMBER 10, 2016

CERTIFICATE HOLDER**CANCELLATION**

City of Brooksville
201 Howell Ave.
Brooksville, FL
34601

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

Attention:

To: The Honorable Mayor & Members of City Council
From: Dennis Dix, Hernando/Citrus MPO Executive Director
Subject: Presentation on One-Way Pairs Study
Date: September 12, 2016

Brooksville One-Way Pairs Study

Update

The first phase of the Pairs Study (FY 2016) has been substantially completed. That facet of the project focused on the acquisition and preliminary analysis of the city's functionally classified road network. MPO staff will review noted ISSUES, the known project OBJECTIVES, and ADDITIONAL OPPORTUNITES that have arisen.

It is noted that the ADDITIONAL OPPORTUNITES listed align with the short-term program (1-5 years) rather than the Long Range Transportation Plan's Interim timeframe (6-15 years).

1. ISSUES

- a. Network performance
- b. Production timeframes
- c. Corridor/Project priorities

2. PAIRS REVERSAL OBJECTIVES

- a. Higher downtown level of congestion/ lower vehicle speeds
- b. Fewer thru truck movements
- c. Overall enhanced bicycle & pedestrian environment
- d. Local (non-state) ownership?

3. ADDITIONAL OPPORTUNITIES

- a. Coast-to-Coast/Good Neighbor Trail
- b. Main Street Program collaboration
- c. MPO Complete Streets - policy and program

RECOMMENDATION: At this time, policy direction is being sought from the City Council on the desired level of short-term versus long-term emphasis for the second (FY 2017) phase of the Brooksville One-Way Pairs Study.

Attachments: 1. Phase 1 - Areawide Transportation Analysis of Brooksville One-way Pairs
(Scope of Services)
2. Phase 2 - Areawide Transportation Analysis of Brooksville One-way Pairs
(Scope of Services)

Hernando/Citrus MPO
Phase 1 - Areawide Transportation Analysis of Brooksville One Way Pairs
and Surrounding Area
Scope of Services
April 25, 2016

A. TASK OBJECTIVE DESCRIPTION

The Hernando/Citrus MPO has requested this scope of services from Tindale Oliver to complete an Areawide Transportation Analysis of the Downtown Brooksville One Way Pairs and Surrounding Area. This work effort will span two fiscal years and is therefore being divided into two phases. This Phase 1 scope of services includes project management, initial community outreach, data collection, technical analysis and task and sub-task documentation. A separate scope of service will be developed for the Phase II work effort that will complete the community outreach, draft and final report deliverables, committee presentations and project management.

Figure 1 on the next page illustrates the study boundary. The orange color boundary represents the overall areawide study boundary, while the green color boundary represents the downtown Brooksville study focus area.

The scope of services will include a macro analysis using the Tampa Bay Regional Planning Model (Version 8.0). The analysis will include existing conditions, (including committed improvements), and projected 2040 future traffic conditions for both truck and vehicular traffic. The technical analysis will consider both the existing one way pair system and changing the one way pair system to two way traffic.

B. SCOPE OF SERVICES

The following Phase 1 scope of services for will be completed for the Areawide Transportation Analysis of the Downtown Brooksville One Way Pairs and Surrounding Area.

1. **Project Management and Coordination** – The consultant will be responsible for all project management and coordination with staff of the MPO, FDOT, County and the City of Brooksville (partner agencies), project schedule, study updates, monthly project reports and invoices, and updates to the MPO Project Manager. Additionally, the project management budget includes 2 conference calls with the sub-consultant.

Consultant Responsibilities:

- Prepare and update project schedule and provide agency coordination.
- Prepare monthly invoice and project status report.
- Two conference calls with sub-consultant.

MPO Responsibilities:

- Review and approve project schedule.
- Review and approve status reports and invoices.

2. **Community Outreach** – Community support will be a collaborative effort between the partner agencies who will work collaboratively with the Consultant to undertake the following outreach subtasks which will include the following:
 - a. Prepare, maintain and update project contact list.
 - b. Conduct project kick-off meeting with partner agencies and summarize meeting discussions and followup actions.
 - c. One project review meeting with governmental staff including meeting materials and preparation and summary of meeting discussions and followup actions.
 - d. Planning, facilitation and documentation of one public workshop to present recommendations.

Consultant Responsibilities:

- Prepare project schedule.
- Prepare and maintain project contact list.
- Prepare materials and presentations and attend kickoff and other meetings.
- Summarize community outreach activities for inclusion in Phase 2 Final Report.

MPO Responsibilities:

- Review and comment on project schedule.
- Provide information on project contacts to Consultant.
- Coordinate all outreach dates, times and locations, including providing staff support at meetings.
- Review and approve summary of community outreach activities for inclusion in Phase 2 Final Report.

3. **Data Collection and Review** – With assistance from partner agencies in providing the following requested data, the consultant will review readily available planning documents that may provide insight into the study area for the Areawide Transportation Analysis of One Way Pairs and Surrounding Area study. Data to be provided by the MPO may include but is not limited to:
 - a. MPO, County and City Policies and Comprehensive Plans
 - b. City of Brooksville Vision.
 - c. Existing MPO, City of Brooksville and FDOT Transportation Network data and map coverages, including: state traffic counts, including truck traffic; county traffic counts, including truck traffic; recent turning movement counts, as available; signal timing data for all signalized intersections in study area; other roadway characteristics inventory data for state and county roads including speed limit, functional classification, etc..
 - d. Parking space inventory for downtown Brooksville study focus area, including past studies, spreadsheet data and GIS based maps, as available.
 - e. Crash data for the last 5 years.
 - f. Data files and map coverages from the 2040 Long Range Transportation Plan, Transit Development Plan and Transportation Improvement Program.
 - g. Existing and Planned Bicycle and Pedestrian Facilities and GIS data files.
 - h. Transit network, bus stop locations and data and GIS data files; ADA studies and documentation, as needed and available.
 - i. Environmental data and coverages as needed and available.
 - j. Redevelopment Plans.

Phase 1 Areawide Transportation Analysis of
Brooksville One Way Pairs and Surrounding Area
Scope of Services April 25, 2016

- k. Approved and Proposed Development Plans.
- l. Other plans and programs as available and pertinent to the study.
- m. Additional data collection needs contemplated in the budget will include eight-hour turning movement counts (am, midday and pm) at nine locations. The counts will include bicycle and pedestrian counts. Five of the counts will be 2-person counts, while the other 4 counts will be 1-person counts. Data to be summarized in TOA standard turning movement count format and used in the technical analysis.

Consultant Responsibilities:

- Review and summarize data collection work effort for use in technical analysis task and for inclusion in Phase 2 Final Report

MPO Responsibilities:

- Provided assistance in obtaining partner agency data, map files and documents
- Review and approve data collection summary for inclusion in Final Report

4. **Technical Analysis and Deliverables** – The Consultant will complete a macro analysis using the Tampa Bay Regional Planning Model (TBRPM Version 8.0). The analysis will include existing conditions (including committed improvements, E+C), and projected 2040 future traffic conditions for both truck and vehicular traffic. The technical analysis will consider both the existing one way pair system and reversion of the one way pair system to two way traffic. The technical analysis process will be based on solid and reasonable technical assumptions that develop viable and permissible solutions. The technical analysis will include the following:
- a. **Field Review of Study Area** – A half day field review will be conducted with MPO staff, partner agencies and the Consultant to review existing conditions and identify potential issues and opportunities within the study area. Document field review for inclusion in the Phase 2 Draft Technical Analysis Report.
 - b. **Cutline Analysis** – Using recent traffic count data, historical trends and projected population and traffic count growth rates, develop a cutline analysis using projected traffic volumes for E+C and 2040 future conditions analysis for use in comparing the resulting volumes from the Macro Analysis. Document cutline analysis for inclusion in the Phase 2 Draft Technical Analysis Report.
 - c. **Macro Analysis** – Update traffic analysis zonal structure for E+C and 2040 networks. Using TBRPM Version 8.0 perform macro analysis of current and projected traffic conditions including vehicular and truck traffic volumes, cutline analysis, and level of service analysis for both the existing one way pair geometry and for reversion of the one way pair geometry to two way traffic. Document Macro Analysis for inclusion in the Phase 2 Draft Technical Analysis Report.

Consultant Responsibilities:

- Complete technical analysis and deliverables as identified in sub-tasks 4.a. to 4.c.
- Coordinate with MPO and public agencies as necessary during completion of project work efforts

MPO Responsibilities:

- Review technical analysis and provide comments on deliverables as identified in sub-tasks 4.a. to 4.c.

Phase 1 Areawide Transportation Analysis of
Brooksville One Way Pairs and Surrounding Area
Scope of Services April 25, 2016

- Provide assistance to Consultant as necessary during completion of above project work efforts.

C. TIME OF COMPLETION

This scope of services will be completed within 4 months of receiving notice to proceed unless otherwise amended by the MPO.

D. COMPENSATION

The budget for this scope of services is provided in Attachment A.

E. RESPONSIBILITIES OF THE CONSULTANT

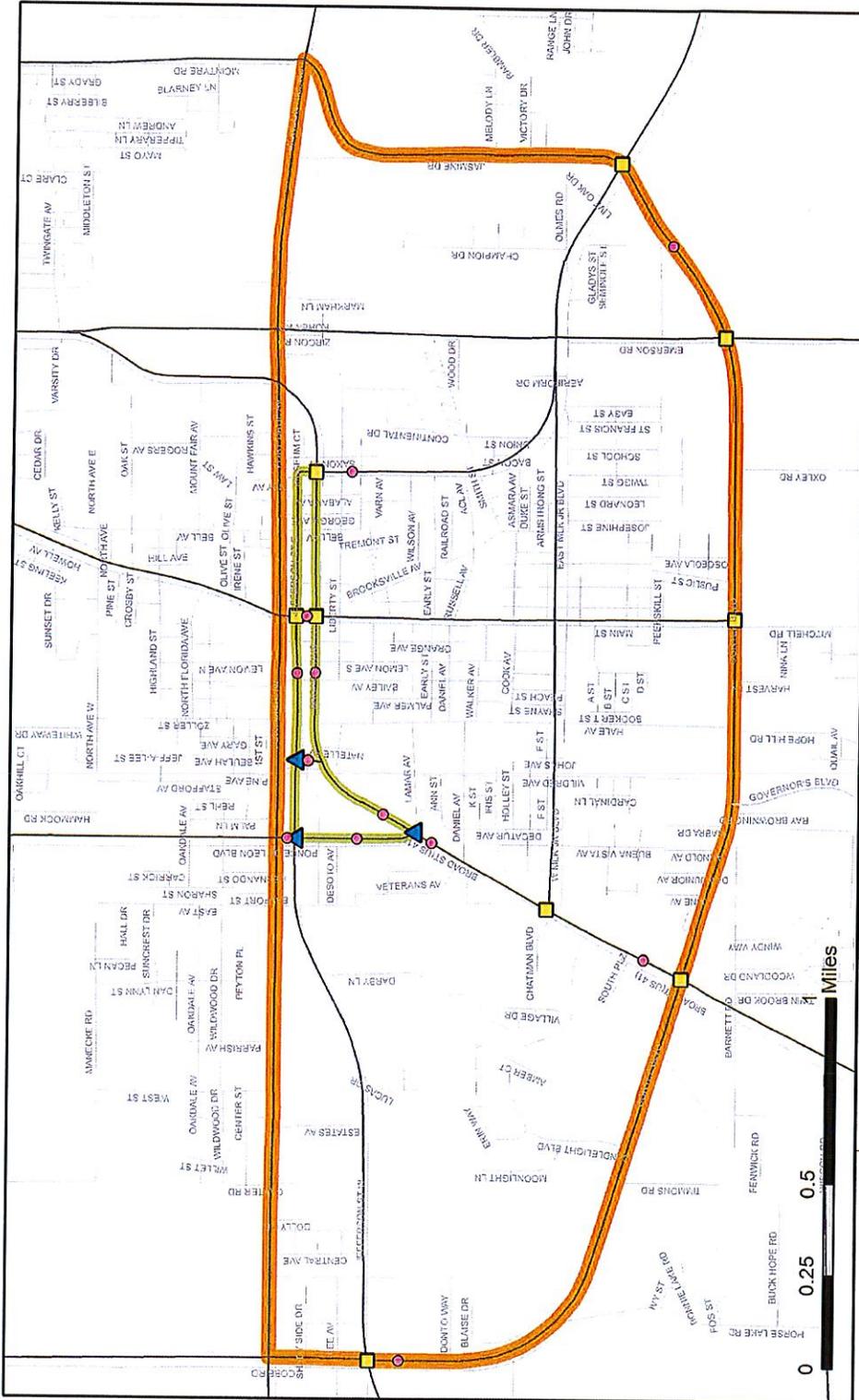
The responsibilities of the Consultant are specified in Section B of this document.

F. RESPONSIBILITIES OF MPO

The responsibilities of the MPO are specified in Section B of this document.

G. RECORD KEEPING

The consultant shall invoice this lump sum task assignment on a monthly basis. The invoice will be based on the percent complete achieved for each authorized task. The invoice will also show the total amount previously invoiced and the net amount due for the current invoice. The Consultant shall provide a monthly status report illustrating the work accomplished during the monthly reporting period.



**Figure 1. Study Area for
Areawide Transportation
Analysis of Brooksville
One Way Pairs and
Surrounding Area**

- Downtown Focus Study Area
- Study Area

- 2015 Additional Traffic Counts
- Machine Counts: 72 hour, classification
- New Turning Movement Counts (8 HR)
- ▲ FDOT TMCs from US 98 & SR 501A Intersection Study

Legend

ATTACHMENT A
Hernando/Citrus MPO Scope of Services
Task Order Number 3
Phase 1 - Areawide Transportation Analysis of Brooksville One Way Pairs and Surrounding Area
Project Budget v5 Phase 1

TASK	Principal General Planning	Project Manager	Senior Transp. Engineer	Project Engineer I	Senior Planner	Project Planner	Planner	Senior Computer Programmer	GIS Specialist	Admin /Clerical	Total Hours	Total Cost (TO)	Total Cost (incl Subs)	Sub Costal
Task 1														
1.10 Project Management and Coordination	2	0	5	2	0	0	0	0	0	1	10	\$1,500	\$2,120	\$620
Prepare and update project milestone schedule	1		1	2							4	\$594	\$749	\$155
1.20 Monthly invoices and project status reports (2)	1		2							1	4	\$588	\$743	\$155
Coordination with sub consultant; 2 conference calls			2								2	\$318	\$628	\$310
Task 2														
2.10 Community Outreach	7	0	10	0	4	0	10	0	5	12	48	\$5,535	\$6,775	\$1,240
Create, maintain and update project contact list			1							4	5	\$379	\$534	\$155
2.20 Project kick-off meeting with partner agencies	4		4		2		4		4	4	22	\$2,656	\$3,276	\$620
Meetings with partner agencies (1) during the course of the project, including meeting materials; assumes staff coordinates meetings and locations	2		4		1		3		1	1	12	\$1,585	\$2,050	\$465
2.40 Planning, facilitation and documentation of one public workshop to present recommendations											0	\$0	\$0	\$0
2.50 Project briefings to MPO Committees (1 round) (Board, CAC, TAC, BPAC), including presentations and project materials; assumes MPO staff makes presentations to CAC, TAC and BPAC											0	\$0	\$0	\$0
2.60 Summarize community outreach for inclusion in Final Report	1		1		1		3			3	9	\$915	\$915	\$0
Task 3														
3.1 Data Collection and Review	2	4	0	0	4	0	14	0	6	138	168	\$10,800	\$10,800	\$0
Collect and review existing available documents	1		2		2		10		4		19	\$1,939	\$1,939	\$0
3.2 Turning movement counts, with bike and ped (9 total, 8 hour)										138	138	\$7,590	\$7,590	\$0
Integrate new traffic counts												\$0	\$0	\$0
3.4 Prepare summary of data collection and review	1	2	2		2		4		2		11	\$1,271	\$1,271	\$0
Task 4														
4a Technical Analysis and Deliverables	5	0	10	0	46	0	0	0	8	0	69	\$9,349	\$10,279	\$930
Field review and documentation of study area	1		6		6				2		15	\$2,125	\$3,055	\$930
4b Cutline analysis and documentation	1		1		10				2		14	\$1,850	\$1,850	\$0
Macro analysis and documentation (E+C and 2040, with one way pairs and with reversion back to two way traffic geometry and documentation	3		3		30				4		40	\$5,374	\$5,374	\$0
TOTALS	16	4	25	2	54	0	24	0	19	151	295	27,184	29,974	2,790

Hernando/Citrus MPO
Phase 2 - Areawide Transportation Analysis of Brooksville One Way Pairs
and Surrounding Area
Scope of Services
April 25, 2016

A. TASK OBJECTIVE DESCRIPTION

The Hernando/Citrus MPO has requested this scope of services from Tindale Oliver to complete an Areawide Transportation Analysis of the Downtown Brooksville One Way Pairs and Surrounding Area. This work effort will span two fiscal years and is therefore being divided into two phases. The Phase 1 work effort has been completed. This Phase 2 scope of services includes project management, community outreach, technical analysis, task documentation and draft and final report.

Figure 1 on the next page illustrates the study boundary. The orange color boundary represents the overall areawide study boundary, while the green color boundary represents the downtown Brooksville study focus area.

To supplement the technical analysis conducted in Phase 1 of this study, a parking inventory and utilization analysis, evaluation of potential land use impacts from changing the one way pair system to two way traffic and an analysis of accessibility to transit and alternative modes will be conducted. Refining the results of the macro analysis conducted in Phase 1 will be done through the use of the Synchro micro-simulation analytical tool.

B. SCOPE OF SERVICES

The Phase 2 scope of services completes the Areawide Transportation Analysis of the Downtown Brooksville One Way Pairs and Surrounding Area and includes the following work effort

1. **Project Management and Coordination** – The consultant will be responsible for all project management and coordination with staff of the MPO, FDOT, County and the City of Brooksville (partner agencies), project schedule, study updates, monthly project reports and invoices, and updates to the MPO Project Manager. Additionally, the project management budget includes 2 meetings and 1 conference calls with sub-consultant.

Consultant Responsibilities:

- Prepare and update project schedule and provide agency coordination.
- Prepare monthly invoice and project status report.
- Two meetings and one conference calls with sub-consultant.

MPO Responsibilities:

- Review and approve project schedule.
- Review and approve status reports and invoices.

2. **Community Outreach** – The success of this study must have community support. Community support will be a collaborative effort between the partner agencies who will work collaboratively with the Consultant to undertake the following outreach subtasks which will include the following:
 - a. Maintain and update project contact list.
 - b. Three project review meetings with governmental staff including meeting materials and preparation and summary of meeting discussions and followup actions (1 defined in work effort discussed below and two meetings to be used as necessary during the conduct of the study).
 - c. Planning, facilitation and documentation of one public workshop to present recommendations.
 - d. Preparation of presentation and outreach materials for one round of project briefings on study findings and recommendations to the MPO Board and its' committees. The Consultant will attend and present to the MPO Board Meeting and the MPO staff will attend and present at the CAC, TAC and BPAC meetings.

Consultant Responsibilities:

- Maintain project contact list.
- Prepare materials and presentations and attend meetings, workshop and MPO Committees.
- Summarize community outreach activities for inclusion in Draft and Final Report

MPO Responsibilities:

- Provide information on project contacts to Consultant
- Coordinate all outreach dates, times and locations, including providing staff support at meetings.
- Review and approve summary of community outreach activities for inclusion in Draft and Final Report.

3. **Data Collection and Review** – This task was completed in the Phase 1 work effort
4. **Technical Analysis and Deliverables** – The Consultant will complete a micro analysis using Synchro analytical tool. The analysis will include existing conditions (including committed improvements, E+C), and projected 2040 future traffic conditions for both truck and vehicular traffic. The technical analysis will consider both the existing one way pair system and reversion of the one way pair system to two way traffic. For the downtown Brooksville study focus area, an on-street and off-street parking inventory and utilization analysis will be conducted and accessibility to transit and alternative modes will be reviewed and evaluated. The technical analysis process will be based on solid and reasonable technical assumptions that develop viable and permissible solutions. The technical analysis will include the following:
 - a. **Field Review of Study Area** – This sub-task completed in the Phase 1 work effort.
 - b. **Cutline Analysis** – This sub-task completed in the Phase 1 work effort.
 - c. **Macro Analysis** – This sub-task completed in the Phase 1 work effort.
 - d. **Micro Analysis** – Build Synchro Network for the downtown study focus area for the E+C and 2040 networks for both one way pair geometry and for the reversion of the one way pair geometry to two way traffic. The network will only include signalized

intersections and those intersections contemplated to be signalized in the future 2040 analysis. Scenarios will include AM, Midday and PM peak periods.

- i. For the E+C analysis of one way pair geometry, input existing signal timings and review level of service, queueing and delay results. Adjust input parameters as necessary to replicate reasonable results for existing conditions. Create initial signal timings for the two way traffic option and review level of service, queueing and delay results. Adjust input parameters as necessary to replicate reasonable results for existing conditions.
 - ii. For the 2040 analysis of one way pair geometry, determine if additional intersections should be signalized and develop initial signal timings based on results of the E+C analysis. Use E+C signal timings and timings for any new signals and review level of service, queueing and delay results. Adjust input parameters as necessary to replicate reasonable results for 2040 analysis conditions.
 - iii. Summarize geometric improvements and signal timing and phasing modifications associated with each alternative, including the pros and cons of each alternative. Develop generalized cost estimate to implement potential improvements for each alternative. Document Micro Analysis for inclusion in the Phase 2 Draft Technical Analysis Report.
- e. **Project Review Meeting Number 1** – This meeting (budgeted in Task 2) will be used to present the initial results of tasks 4.a to d. Information will be prepared and presented through a series of brief narrative, tables and maps in a PowerPoint presentation. Presentation materials and results of this meeting will be documented for inclusion in the Phase 2 Draft Technical Analysis Report.
 - f. **Crash Analysis** – An analysis of the most current 5 years of crash data for the study area will be undertaken to identify crash locations, numbers of crashes, fatalities, incapacitating injuries, Florida Strategic Highway System Safety Plan emphasis areas, and countermeasure analysis to identify trends and potential solutions. With respect to the crash data, safety considerations will be discussed for the existing one way pair geometry and the reversion of the one way pairs to two way geometry. Document Crash Analysis for inclusion in the Phase 2 Draft Technical Analysis Report.
 - g. **Parking Inventory and Utilization Study** – Using information provided by the partner agencies, confirmation of the on and off street parking inventory within the downtown Brooksville study focus area will be conducted. The parking space inventory will be documented in tabular and map format. Based on discussions with partner agencies concerning peak parking time periods and occurrence of special events, a parking utilization study will be conducted to determine space utilization of on and off street spaces. Results of the utilization study will be summarized. The projected impact of the removal of some and/or all of the on-street parking will be discussed and potential off-street locations for surface lot and/or garage parking will be reviewed and documented. Document Parking Inventory and Utilization for inclusion in the Phase 2 Draft Technical Analysis Report.
 - h. **Accessibility to Transit and Alternative Modes** – Using baseline data available for the downtown Brooksville study focus area, a review of transit routes, bus stops and their accessibility to bicycle and pedestrian facilities will be undertaken. This review will consider ADA data from prior studies as appropriate and the inventory of sidewalks and

bicycle facilities within the downtown Brooksville study focus area. Document Accessibility to Transit and Alternatives Modes for inclusion in the Draft Phase 2 Technical Analysis Report.

- i. **Land Use Review of Alternatives Within Brooksville Study Focus Area** – Using information assembled in the community outreach, data collection and technical analysis, the potential land use impacts of both alternatives reviewed. This will include impact on businesses and visitors, zoning and land use, infill and new development summarized in the format of opportunities and constraints for each alternative. Document Land Use Review of Alternatives within Brooksville Study Focus Area for inclusion in the Phase 2 Draft Technical Analysis Report. **Initial Technical Analysis Findings** – A summary and preliminary findings from work efforts 4.a. to i. will be summarized into a PowerPoint briefing presentation for use at Project Review Meeting Number 2 (budgeted in Task 2). Presentation materials and results of this meeting will be summarized for inclusion in the Draft Technical Analysis Report.
- j. **Draft Technical Analysis Report** – A Draft Technical Analysis Report will be prepared that includes a compilation of the above work efforts, including the initial technical analysis findings and study recommendations. In addition to the Draft Technical Analysis, the PowerPoint presentation will be updated for use at the Public Workshop.
- k. **Conduct Public Workshop** – The Consultant will prepare workshop materials and conduct a conference call to review draft materials with the MPO staff. Workshop materials will be modified based on input from the MPO staff. The MPO staff will identify the workshop location and prepare and place the advertisement for the workshop in a local newspaper. The Consultant will conduct the workshop (budgeted in Task 2) and summarize input and comments received from the public for inclusion in the Draft Technical Analysis Report.
- l. **Prepare Final Technical Analysis Report** – Based on input received from the Public Workshop, the Consultant will prepare the Final Technical Analysis Report and Executive Summary. The Final Report will be a compilation of the above tasks and identify next steps and implementation actions. Public Review Meeting Number 3 (budgeted in Task 2) will be used to review the Final Technical Analysis Report and Executive Summary. Additionally, the PowerPoint presentation will be updated for use at the MPO Board and Committee meetings. Based on the MPO staff comments, the Consultant will prepare final deliverables and presentation for the MPO committees.
- m. **Presentations to MPO Committees and MPO Board** – The Consultant will make the presentations to the MPO Committees and MPO Board (budgeted in Task 2). Comments and recommendations received through the Committee meetings will be documented and presented to the MPO Board. Based on the direction from the MPO Board changes will be made to the Final Technical Analysis Report and Executive Summary, as appropriate. Five copies of the Final Technical Analysis Report and Executive Summary will be provided to the MPO Project Manager along with all electronic files used in the analysis and report preparation.

Phase 2 - Areawide Transportation Analysis of
Brooksville One Way Pairs and Surrounding Area
Scope of Services April 25, 2016

Consultant Responsibilities:

- Complete technical analysis and deliverables as identified in sub-tasks 4.d. to 4.n.
- Coordinate with MPO and public agencies as necessary during completion of project work efforts

MPO Responsibilities:

- Review technical analysis and provide comments on deliverables as identified in sub-tasks 4.d. to 4.n.
- Provide assistance to Consultant as necessary during completion of project work efforts
- Prepare and place public advertisement in local newspaper for Public Workshop

C. TIME OF COMPLETION

This scope of services will be completed within 6 months of receiving notice to proceed unless otherwise amended by the MPO.

D. COMPENSATION

The budget for this scope of services is provided in Attachment A.

E. RESPONSIBILITIES OF THE CONSULTANT

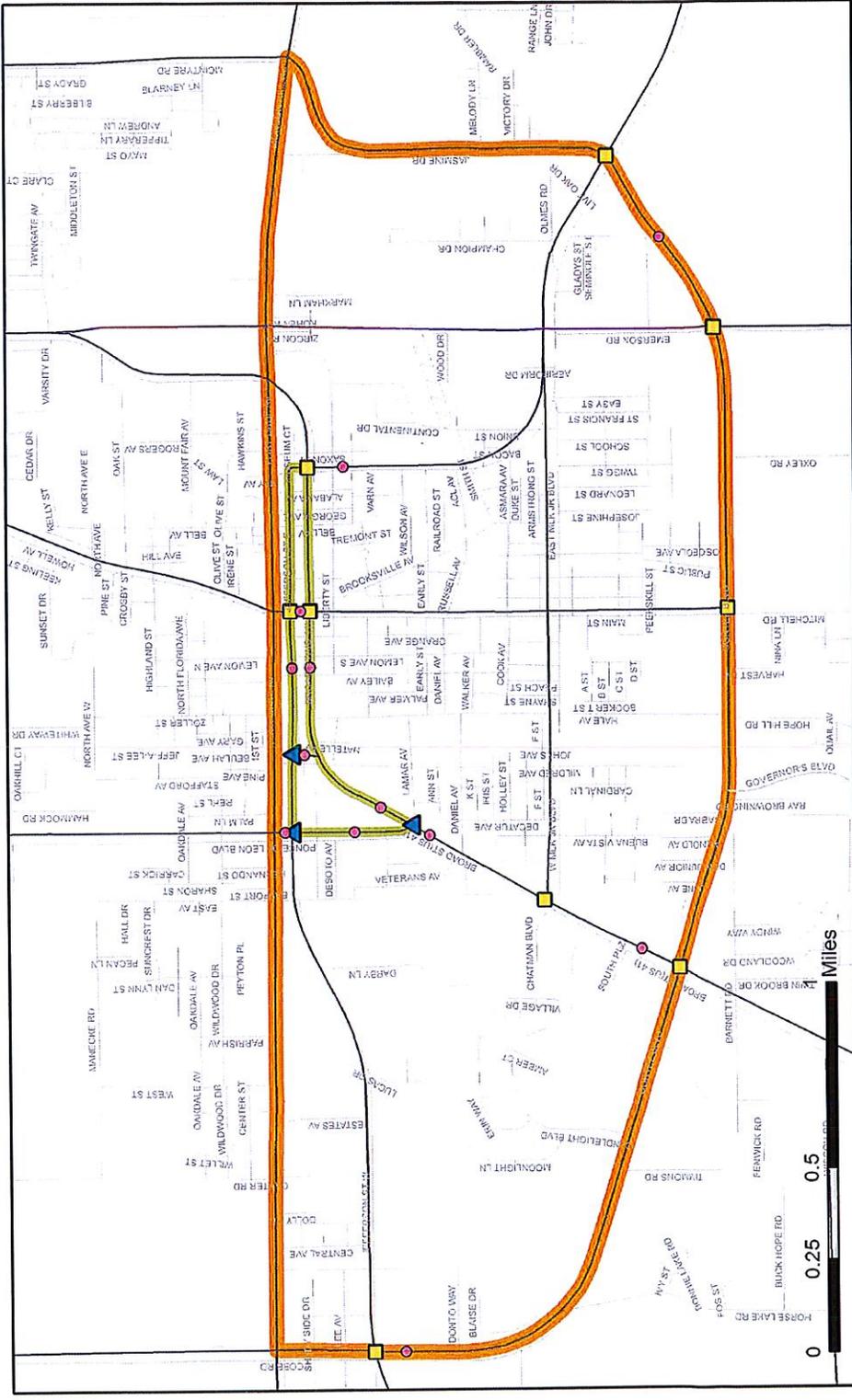
The responsibilities of the Consultant are specified in Section B of this document.

F. RESPONSIBILITIES OF MPO

The responsibilities of the MPO are specified in Section B of this document.

G. RECORD KEEPING

The consultant shall invoice this lump sum task assignment on a monthly basis. The invoice will be based on the percent complete achieved for each authorized task. The invoice will also show the total amount previously invoiced and the net amount due for the current invoice. The Consultant shall provide a monthly status report illustrating the work accomplished during the monthly reporting period.



**Figure 1. Study Area for
 Areawide Transportation
 Analysis of Brooksville
 One Way Pairs and
 Surrounding Area**

Legend

- 2015 Additional Traffic Counts
- ▲ Machine Counts: 72 hour, classification
- ▲ New Turning Movement Counts (8 HR)
- ▲ FDOT TMCs from US 98 & SR 501A Intersection Study

Legend

- Downtown Focus Study Area
- Study Area

**Tindale
 Oliver**
 planning | design | engineering

ATTACHMENT A
Hernando/Citrus MPO Scope of Services
Task Order Number 4
Phase 2 - Areawide Transportation Analysis of Brooksville One Way Pairs and Surrounding Area
Project Budget v5 Phase II

TASK	Principal General Planning	Project Manager	Senior Transp. Engineer	Project Engineer I	Senior Planner	Project Planner	Planner	Senior Computer Programmer	GIS Specialist	Admin /Clerical	Total Hours	Total Cost (TO)	Total Cost (incl Subs)	Sub Costal
Task 1	2	0	8	2	0	0	0	0	0	3	15	\$2,087	\$3,482	\$1,395
1.10 Prepare and update project milestone schedule			1	2							3	\$379	\$379	\$0
1.20 Monthly invoices and project status reports (2)	2		2							3	7	\$913	\$1,223	\$310
1.30 Coordination with sub consultant; 2 conference calls			5								5	\$795	\$1,880	\$1,085
Task 2	18	0	26	0	13	0	36	0	8	28	129	\$14,890	\$18,970	\$4,030
2.10 Create, maintain and update project contact list										4	4	\$220	\$220	\$0
2.20 Project kick-off meeting with partner agencies											0	\$0	\$0	\$0
2.30 Meetings with partner agencies (1) during the course of the project, including meeting materials; assumes staff coordinates meetings and locations	8		16		4		12		2	8	50	\$6,384	\$8,244	\$1,860
2.40 Planning, facilitation and documentation of one public workshop to present recommendations	5		5		4		6		6		26	\$3,410	\$4,340	\$930
2.50 Project briefings to MPO Committees (1 round) (Board, CAC, TAC, BPAC), including presentations and project materials; assumes MPO staff makes presentations to CAC, TAC and BPAC	4		4		2		8			8	26	\$2,852	\$3,782	\$930
2.60 Summarize community outreach for inclusion in Final Report	1		1		3		10			8	23	\$2,024	\$2,334	\$310
Task 3	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0
3.1 Collect and review existing available documents											0	\$0	\$0	\$0
3.2 Turning movement counts, with bike and ped (9 total, 8 hour)											0	\$0	\$0	\$0
3.3 Integrate new traffic counts											0	\$0	\$0	\$0
3.4 Prepare summary of data collection and review											0	\$0	\$0	\$0

ATTACHMENT A
Hernando/Citrus MPO Scope of Services
Task Order Number 4
Phase 2 - Areawide Transportation Analysis of Brooksville One Way Pairs and Surrounding Area
Project Budget v5 Phase II

TASK	Principal General Planning	Project Manager	Senior Transp. Engineer	Project Engineer I	Senior Planner	Project Planner	Planner	Senior Computer Programmer	GIS Specialist	Admin /Clerical	Total Hours	Total Cost (TO)	Total Cost (incl Subs)	Sub Costal
	\$215.00	\$146.00	\$159.00	\$110.00	\$130.00	\$107.00	\$82.00	\$155.00	\$88.00	\$55.00				
Task 4	19	0	30	126	42	0	0	0	24	0	241	\$30,287	\$45,681	\$15,394
a											0	\$0	\$0	\$0
b											0	\$0	\$0	\$0
c											0	\$0	\$0	\$0
d	2		12	68					4		86	\$10,170	\$10,170	\$0
e	1		2	4	4				2		13	\$1,669	\$1,669	\$0
f			2	22					4		28	\$3,090	\$3,090	\$0
g	3		2								5	\$963	\$4,581	\$3,618
h	1		1		2						4	\$634	\$2,440	\$1,806
i	2				4						6	\$950	\$7,200	\$6,250
j	2		2	8	6				6		24	\$2,936	\$4,176	\$1,240
k	4		4	16	16				6		46	\$5,864	\$7,104	\$1,240
l	1		2	2	2				2		9	\$1,189	\$1,189	\$0
m	2		2	6	6						16	\$2,188	\$3,428	\$1,240
n	1		1		2						4	\$634	\$634	\$0
TOTALS	39	0	64	128	55	0	36	0	32	31	385	47,264	68,083	20,819

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

November 2, 2015

7:00 P.M.

Brooksville City Council met in regular session with Frankie Burnett, Mayor, Natalie Kahler, Vice Mayor and Council Members Robert Battista and Betty Erhard. Also present were Clifford A. Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Mike Walker, Director of Parks, Facilities & Recreation Director, George Turner, Police Chief; Tannette Gayle, Finance Director; David Freda, Interim Fire Chief; Richard Radacky, Public Works Department; Steve Gouldman, City Planner; Bill Geiger, Community Development Director; Jennifer J. Battista, Acting Deputy City Clerk; and citizens.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Margaret R. Ghetto Improvement Award - Commercial Award

Recognition of improvements of PC Cycles located at 209 Ponce de Leon Boulevard.

Beautification Board Chairman Renz presented the award to Paul Clark of PC Cycles.

Margaret R. Ghetto Improvement Award - Residential Award

Recognition of improvements at residence located at 312 South Brooksville Avenue, home of Martin and Donna Campbell.

The Beautification Board Chairman presented the award to Martin and Donna Campbell.

CITIZEN INPUT

Red Light Cameras

Pat Miketnac spoke against the red light cameras and the settlement agreement included in the City Council packet.

Shirley Miketnac spoke against the red light cameras and the settlement agreement.

Joe Swilley spoke against the red light cameras and the settlement agreement.

Sherri Pedonesi spoke against the red light cameras and felt that it was important that the City was looking at an ending date contained in the settlement agreement.

Joe Bernardini questioned and the Mayor agreed that he would allow input when the Sensys Agreement comes up for discussion later in the meeting.

Water Pressure in Southern Hills

Violet Langieri, 3128 Evening Ray Dr., Phase III in Southern Hills, complained about the low water pressure. The City Manager would contact her.

REGULAR COUNCIL MEETING MINUTES – November 2, 2015

CONSENT AGENDA

Garbage Dumpster Purchase

Consideration to approve purchase of replacement dumpsters for commercial solid waste accounts, not to exceed cost of \$20,000 as budgeted within the FY2016 City Budget.

Passenger Van Purchase

Consideration to approve purchase of replacement Passenger Van, not to exceed cost of \$30,663.50 as budgeted within the FY2016 City Budget.

Appointment of Alternate Board Member to Public Risk Management of Florida Board

Consideration to approve appointment of Finance Director to serve as the City's Alternate Member on the Public Risk Management of Florida Board.

MedFleet, Inc. Application for Renewal for Certificate of Public Convenience & Necessity (COPCN)

Consideration for Council to recommend that Hernando County Board of County grant renewal of COPCN for MedFleet, Inc. to provide advanced life support helicopter ambulance services within Hernando County.

Motion:

Motion was made by Battista and seconded by Kahler to approve the November 2, 2015 Consent Agenda. Motion carried 5-0.

ADJOURNMENT TO LOCAL PLANNING AGENCY (LPA) MEETING

RECONVENE TO COUNCIL MEETING

PUBLIC HEARINGS

Ordinance No.850 – Comprehensive Plan Amendment (CPA) – Housing Trust Group, LLC

Consideration of an Ordinance for a Small-Scale Amendment to amend City of Brooksville's Comprehensive Plan Future Land Use Map designation from Commercial to Multi-Family Residential for a 8.3 acre tract located on the east side of Hale Avenue, approximately 607 feet north of Cortez Boulevard.

Mayor Burnett offered his opinion that perhaps Council should hold a workshop to refresh them on the procedures of how the Council functions as the LPA.

Steve Gouldman, City Planner, came forward to present the petition, stating that he would like all information given at the LPA meeting to be a part of this record.

Sherry Pedonesi came forward and received clarification from Community Development Director Geiger that should this ordinance pass 1st and 2nd Reading, it would create a future land use designation of the property as multi-family. Subsequent action would then come back to Council for a rezoning request of multi-family and details of the development would be addressed. Don Lacey stated that at the time of the rezoning request, they would be presenting a Planned Development District Project which will consist of a conceptual plan and will incorporate all recommendations by Staff after their review.

Council Member Kemerer offered his opinion that commercial abutting against single family residential creates a problem and that the multi-family would be more of a transitional use. He agreed that a multi-family land use would give more flexibility in dealing with the environmentally

REGULAR COUNCIL MEETING MINUTES – November 2, 2015

sensitive land issues. Commercial would destroy more trees. He added, however, if there are large oaks on the property, he would like to see the developer go out of their way to protect them.

Vice Mayor Kahler advised that after reading the material and visiting the site, her voting no is to show the applicant that she sees a problem with the land use. She would like concerns addressed before the 2nd Reading.

Motion:

Motion was made by Battista and seconded by Kemerer to approve 1st Reading of Ordinance No. 850 and schedule 2nd and Final Reading for November 16, 2015.

Acting Deputy City Clerk Battista read Ordinance No. 850 by headnote only, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE CITY OF BROOKSVILLE COMPREHENSIVE PLAN; PURSUANT TO PROCEDURES ESTABLISHED IN SECTION 163.3187, FLORIDA STATUTES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

Motion carried 3-2 by roll call vote:

Battista	Aye
Erhard	Nay
Kemerer	Aye
Kahler	Nay
Burnett	Aye

Ordinance No.851 – Comprehensive Plan Amendment (CPA) – Ten (10) year Water Supply Facilities Work Plan

Consideration of an Ordinance for Amendment of the Infrastructure Element and the Intergovernmental Element of the Comprehensive Plan, modifying the Comprehensive Plan to adopt the updated 10-year Water Supply Facilities Work Plan.

Community Development Director Geiger came forward to present the petition, stating that he would like all information given at the LPA meeting, as well as the agenda back-up material, to be a part of this record.

Motion:

Motion was made by Kahler and seconded by Battista to approve 1st Reading of Ordinance No. 851 and authorize transmittal to the appropriate agencies for review.

Acting Deputy City Clerk Battista read Ordinance No. 851 by headnote only, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING TEXT AMENDMENTS TO THE INFRASTRUCTURE AND INTERGOVERNMENTAL COORDINATION ELEMENTS OF THE CITY OF BROOKSVILLE COMPREHENSIVE PLAN; PURSUANT TO COMPREHENSIVE PLAN AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3215,

REGULAR COUNCIL MEETING MINUTES – November 2, 2015

**FLORIDA STATUTES; PROVIDING SEVERABILITY;
REPEALING ALL ORDINANCES IN CONFLICT; AND
PROVIDING AN EFFECTIVE DATE**

Motion carried 5-0 by roll call vote:

Erhard	Aye
Kemerer	Aye
Battista	Aye
Kahler	Aye
Burnett	Aye

Ordinance No.852 – Comprehensive Plan Amendment (CPA) – Five (5) year Schedule of Capital Improvements

Consideration of an Ordinance for Amendment of the 5-year Schedule of Capital Improvements Element, modifying the City of Brooksville Comprehensive Plan to adopt the updated 5-year Capital Improvements Element.

City Planner, Steve Gouldman, came forward to present the petition, stating that he would like all information given at the LPA meeting, as well as the agenda back-up material, to be a part of this record.

Motion:

Motion was made by Battista and seconded by Kemerer to approve 1st Reading of Ordinance No. 852 and scheduled 2nd and Final Reading for November 16, 2015.

Acting Deputy City Clerk Battista read Ordinance No. 852 by headnote only, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 8-2 OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF BROOKSVILLE COMPREHENSIVE PLAN PURSUANT TO PROCEDURES ESTABLISHED IN SECTION 163.3177(3)(b), FLORIDA STATUTES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

Motion carried 5-0 by roll call vote:

Kemerer	Aye
Battista	Aye
Erhard	Aye
Kahler	Aye
Burnett	Aye

REGULAR AGENDA

Fogle Petition for De-Annexation

Consideration to approve two parcels located at 125 Sawdust Lane to be contracted from the City (de-annexation), as requested by the owners.

City Attorney, Cliff Taylor, presented the City's position on the deannexation petition. He advised

REGULAR COUNCIL MEETING MINUTES – November 2, 2015

that based on the criteria in Florida Statutes 107.051 on contractual annexation, it is staff's recommendation not approve this petition as it would interfere in future annexation plans of the City and could also create an enclave. It is also not compatible with the City's Comprehensive Plan. He added that if Council voted in support of the deannexation, they would have to show a reason that the property does not qualify to be annexed. It does still qualify, so that reason for approving the deannexation does not work.

The petitioners were not present.

Motion:

Motion was made by Kahler and seconded by Battista to deny the petition as it would interfere with making the City's boundary lines clear as well as the confusion over whether it is legally allowed to be deannexed. Carried 5-0.

Settlement of Case 2015-CA-0466, City of Brooksville v. Sensys America, Inc.

Consideration to approve Settlement Agreement for Case 2015-CA-0466, City of Brooksville v. Sensys America, Inc.

As background information, Cliff Taylor, City Attorney, advised that the City is in a contract with Sensys America, Inc. for 15 traffic cameras. The dispute over contract termination is not just over the date, but profits over the discontinuation of the program and particularly over costs and whether the contract should be extended due to the additional intersection that is not installed today but which the City requested and Sensys did process permitting and engineering. That amount for that one intersection was originally unknown but now Sensys has advised that it is \$118,250.00. The contract asserts that any suit, where the prevailing party wins a judgment, there is an attorney's fees award granted. It is the City Attorney's opinion that the City was always liable for some costs on that intersection. In order for the City to verify that cost of \$118,250 and other details of the liability of that intersection, the attorney's office would have to be authorized to hire an expert which would be another cost incurred.

It is Sensys' opinion that because the City had asked for the permitting on that one intersection, they should be entitled to extend it into 2017. Taylor advised that while he does not agree with that stance, he cannot guarantee if the monies expended by Sensys for that additional intersection would be enough to allow a judge to extend the contact. Mr. Taylor advised that Sensys would definitely be entitled to some costs and an attorney fee award if this litigation continues.

Attorney Cliff Taylor advised that the City Attorney's office and staff have met with Sensys on several occasions. The City proposed December 31, 2015 as the termination date. Sensys countered with December 31, 2017. Subsequently, Sensys advised that they would agree to one of two options 1) termination on December 31, 2015 with the City paying them \$500,000.00 or 2) December 31, 2016 with no costs. Sensys has subsequently agreed to October 31, 2016 with no costs. City Attorney Taylor advised that it his opinion that this is the best negotiation that can be done without incurring much more in attorney's fees, expert costs, possible mitigation costs, etc.

Joe Bernardini discussed details of the contract such as the time period in the general summary, his disappointment that the Hogan Law Firm did not catch a potential problem with the contract termination date language, the lack of answer from Sensys on the Declaratory Judgment, the use of the words "amicably resolved" in the contract, and the fact that he felt that this is was about their lost profits, not safety. In response to his question, Attorney Taylor pointed out that the cost for the additional intersection was \$118,250.00. Addressing a specific part of the contract, Mr. Bernardini

REGULAR COUNCIL MEETING MINUTES – November 2, 2015

stated that he would not expect the City Manager to write a letter that outlined that Sensys performance was satisfactory without it coming to Council for approval. He further hoped that Council completely understands the terms of the contract before signing it.

Sherri Pedonesi advised that she knows that there has been a lot of emotions on the red light camera issue but implored Council to mediate, get to the best solution and save the taxpayers as much money as possible.

Shirley Mikenac brought up for discussion the mediation process that she felt should have been pursued.

Colleen Norgren offered her opinion that through the petition process, the red light cameras have made people afraid to come into Brooksville. She opposed the settlement without going through the mediation process.

Council Member Erhard thanked all for attending. She stated that she is against the red light cameras, adding that she believes that they have created a negative environment and marketing for the City of Brooksville. She felt that all options have not been exhausted. She agreed with Mr. Bernardini that any letter offering support of performance should be brought back to Council for approval. She advised that she had previously questioned who authorized the City Attorney to file a law suit but had never received an answer to that. She stated that she is glad that the City is getting closer to a termination date, but felt that October 31, 2016 date is no guarantee.

Council Member Kemerer thanked all for attending. He summarized that Council voted to end the contract and now there is a contract dispute. Fifteen cameras were installed and Council agreed to stop the installation of the 16th camera, and that interruption is not covered by the contract which causes the contract dispute. He advised that from his perspective two things must be accomplished 1) the cameras have to come down 2) must be minimized out of pocket costs. He stated that Sensys has determined their costs. The City could perhaps lower those costs but would have to pay attorney's fees, expert fees, mediation costs, deposition costs, discovery costs and witnesses to challenge that. Council Member Kemerer advised that the mediation process offers no solution as there is no decision made by a mediator. The demand from Sensys that the City pay \$500,000 for a December 31, 2015 date compared to their offer to terminate the contract for no costs on October 31, 2016 must be looked at. He supported the termination date of October 31, 2016 at no costs.

Council Member Battista advised that Council had spent many hours in Executive Sessions, discussing options and concerns. The verbatim transcripts will become public records once the case is officially dismissed. He invited everyone to read those transcripts to see how this process evolved adding that they will clearly show that he felt this issue could have proceeded differently to terminate the cameras more timely. He stated that once it was learned that Sensys was going to refute the City's position of a December 31, 2015 termination and it became necessary to file litigation, it was obvious that the desired date would not happen. He stated that after expert witnesses, requests for production and different motions filed, it would be summer of 2016 before even getting before a judge. He stated that the transcripts will show that he doesn't like the settlement but he will support this because there is no optional. This settlement is at no cost to the City other than the attorney's fees already expended.

Vice Mayor Kahler advised that while it was difficult to have to hold the Executive Sessions in private, it was a necessary part of this process. She offered that in her opinion, this was the best date for closure due to the expense of fighting this longer and the uncertain time frame for termination that

REGULAR COUNCIL MEETING MINUTES – November 2, 2015

would be involved. She stated that this Council is aware of their fiscal responsibility to their taxpayers and, as much as she appreciates input from non-City residents, they are not the taxpayers who would have to pay for legal expenses if this litigation continues. She felt that continuing with the lawsuit wherein the outcome, expenses and timeline are all unknown but would certainly be an insurmountable amount, would be the height of irresponsibility. What is best for the taxpayers is to approve this settlement agreement, have an end date and bring this to a close in a way that will cost the least amount of money.

Mayor Burnett informed those present that from the beginning, he was against red light cameras and had voted in opposition. It is important to him to do what the citizens want, which is to get rid of the red light cameras. His opinion is not to keep litigating, mediating and negotiating an issue that could last for years, when the termination date proposed in this settlement could be less than a year away. If they decided to continue this fight, next year's budget could possibly involve raising taxes, increasing fire assessments and going up on the rollback millage rate to pay for this legal fight. He advised that if he were to ask citizen's if they would want the City to continue to fight this, which may cost hundreds of thousands of dollars with a possibility of an increase of taxes, he does not believe that it would get a lot of support. He offered support of the settlement agreement, worked out by City staff and the City Attorney, with a termination date of October 31, 2016. He encouraged everyone to read the transcripts from the Executive Sessions. He offered his guarantee that the cameras will definitely come down on October 31, 2016.

Motion:

Motion was made by Kahler and seconded by Kemerer to approve settlement of Case 2015-CA-0466, City of Brooksville vs. Sensys America Inc. Motion carried 4-1, with Erhard voting in opposition.

CITIZEN INPUT

Red light Cameras

Pat Mikenac addressed Council regarding his continued opposition to the settlement agreement.

Stop Bars

Shirley Mikenac expressed her desire that Council request FDOT to add the .6 of yellow to the light timing. She added that the stop bars locations, which she stated the City requested at the time of the camera installations, need to be looked at Wiscon and Broad Street and at Broad Street and E. Jefferson Street. She stated that standard stop bars are about 5 feet from the pedestrian cross walk and these two particular intersections are much further back.

Camera Agreement

Bruce Cameron stated that Pasco had an incident where no one was getting tickets and it starved the camera company out and wondered if the City had anything in the contact that addresses that.

Red Light Camera

Kojack Burnett his support of Council's action on the settlement agreement and will hold Council to the termination date of October 31, 2016.

ITEMS BY COUNCIL

City Manager

City Manager Norman-Vacha advised Council of the following dates:

- November 9, 2015 at 3:00 p.m. – Fee Waiver Workshop
- November 12, 2015 at 5:30 p.m. (subsequently changed to 6:00 p.m.) – Great Brooksvillian

REGULAR COUNCIL MEETING MINUTES – November 2, 2015

Ceremony

- November 14, 2015 at 9:00 a.m. – line up for Veteran’s Parade which is at 10:00 a.m.
- November 16, 2015 at 6:45 p.m.– Council picture
- December 14, 2015 at 3:00 p.m. – Ethics Training for those needing the required hours.
- January 11, 2016 at 3:00 p.m. – Business Development Workshop
- February 29, 2016 – Budget Workshop

William Kemerer

He advised that the Municipal’s Elected Official’s Conference which he attended in October was very good. He felt that in the future, Council Members should be scheduled to attend different courses due to Sunshine Law restrictions.

Concerning the meeting in Washington, D.C. of local leaders who met with legislators to express the concerns of municipalities that Vice Mayor attended in October, Council Member Kemerer questioned if she had found it to be worthwhile. The Vice Mayor responded that it was a good experience but due to the expense, she would not recommend Council’s attendance in the future.

Council Member Erhard

She thanked all for attending.

Council Member Battista

Council Member Battista reminded all of recycling.

He called attention to previously requested quarterly reports as it relates to the budget and expenditures and he would like to receive those reports, or perhaps receive that in the form of a presentation by the City Manager. The City Manager stated that those reports should be in the Council Office but would check on it. She added that an “executive summary” could be included on CTN. Mayor Burnett advised that he has not seen it the Council Office in a while.

Council Member Battista brought up for discussion the .6 yellow light length and advised that the City did send a letter and request that of the County.

Regarding an item brought up by a citizen on the stop bar locations, Council Member Battista expressed concern that the City, who does not have a City engineer, would have directed the State on where to place a stop bar on a State road.

The City Manager advised that the City had received correspondence back from the County Engineer’s office advising that they had coordinated with FDOT that all lights were at maximum timing but would request that the County/State recertify that fact. She further advised that no one at the City directed where stop bars would be located and she would check with the County on that as well. Mayor Burnett requested that the information be provided back to Council in a high priority manner.

Vice Mayor Kahler

The Vice Mayor advised that the Council did go through the Sensys settlement agreement line by line in the Executive Sessions so this Council has read and thoroughly understand the agreement.

She mentioned a limb over Howell Ave. which she has received complaints that it obstructs the traffic light.

REGULAR COUNCIL MEETING MINUTES – November 2, 2015

The Vice Mayor advised that her historic fact is regarding the Brooksville Telegraph Company established here in 1884 with Frank Saxon as president. The train depot museum has more information on that.

Mayor Burnett

Mayor Burnett advised that the railroad crossing on M.L.K., Jr., Boulevard is very rough and requested staff contact the railroad company to check on that.

He thanked all for attending and expressed his appreciation for the work that staff does.

ADJOURNMENT

The meeting adjourned at 9:46 p.m.

Acting Deputy City Clerk

Attest: _____
Mayor

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

MINUTES

November 16, 2015

7:00 P.M.

Brooksville City Council met in regular session with Frankie Burnett, Mayor, and Council Members Robert Battista, Betty Erhard, Natalie Kahler, Vice Mayor and William Kemerer. Also present were Clifford A. Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Jennifer Battista; Acting Deputy Clerk; Mike Walker, Parks, Facilities & Recreation Director; Tannette Gayle, Director of Finance; Bill Geiger, Community Development Director; Steve Gouldman, City Planner; Richard Radacky, Public Works Director; George Turner, Police Chief and David Freda, Interim Fire Chief.

CALL TO ORDER: The meeting was called to order by Mayor Burnett at 7:00 p.m., followed by an Invocation and Pledge of Allegiance.

PRESENTATION & REQUESTS FOR WAIVERS

Pavement Management Update

Presentation regarding pavement management program status and overview.

Public Works Director Radacky introduced Brent Bennett and Bob Titterington with Greenman Pedersen, Inc., the project engineer company for the City's road projects. Mr. Titterington explained that he is the Director of Engineering at Greenman Pedersen and is responsible for the Brooksville and Ocala offices. The project manager, Brent Bennett, updated Council with an overview of the management plan for FY 2014/15.

Phase I included Daniel Ave., Chatman Blvd., Brooksville Ave. and Bell Ave. Bid was awarded to BRW. Daniel Ave. has since been removed due to complications with the railroad. Chapman Blvd. and Brooksville Ave have been completed. Bell Ave. is nearing completion and some deficiency issues and unsatisfactory results of the construction are being addressed. In response to Council Member Battista's question, City Attorney Taylor stated that the project was bonded.

Phase II included Veteran's Ave., Mildred Ave., and Hammock Road. Veteran's Ave. is essentially done. Mildred Ave. and Hammock Rd. were pulled due to budgetary reasons.

CITIZEN INPUT

There was no citizen's input at this time.

CONSENT AGENDA

Minutes

September 9, 2015 Special Meeting

September 9, 2015 First Budget Hearing

September 16, Final Budget Hearing
September 21, 2015 Regular Session

Front-Loader Garbage Truck

Consideration to approve purchase of replacement front-loader garbage truck with 40 cubic yard body, not to exceed cost of \$245,312 as budgeted within the FY2016 City Budget.

HCA Health Services of Florida, Inc. Application for Renewal for Certificate of Public Convenience & Necessity (COPCN)

Consideration for Council to recommend that Hernando County Board of County Commissioners grant renewal of COPCN for HCA Health Services of Florida, Inc. d/b/a Regional Medical Center Bayonet Point to provide basis life support and advanced life support ambulance services between HCA Oak Hill Hospital and Regional Medical Center Bayonet Point.

Property Transfer from Hernando County to the City

Consideration of City Council to formally accept/approve of conveyance of two (2) parcels of land from Hernando County Board of County Commissioners to the City of Brooksville.

Motion:

Motion was made by Kahler and seconded by Erhard to approve the November 16, 2015 Consent Agenda. Motion carried 5-0.

PUBLIC HEARINGS

****Entry of Proof of Publication into the Record***

Acting Deputy City Clerk Battista advised that Ordinance No. 850 and 852 were advertised in the St. Petersburg Times on October 23 and November 6, 2015. Ordinance No. 853 – 861 are scheduled to be advertised November 27 and December 4, 2015 in the St. Petersburg Times.

Ordinance No.850 – Comprehensive Plan Amendment (CPA) – Housing Trust Group, LLC

Consideration of an Ordinance for a Small-Scale Amendment to amend City of Brooksville's Comprehensive Plan Future Land Use Map designation from Commercial to Multi-Family Residential for a 8.3 acre tract located on the east side of Hale Avenue, approximately 607 feet north of Cortez Boulevard.

City Planner Gouldman came forward to present the petition, summarize the staff report and to answer any questions. He advised that this property is approximately 8.3 acres in size and currently has a Comprehensive Plan designation as Commercial. This request is to change the designation to Multi-Family Residential. Mr. Gouldman went over the number of units allowed for Multi-Family Residential compared to the square feet of Commercial floor space allowed if it stayed Commercial. Trip generation, water, sewage and school capacity were covered under both Multi-Family Residential and Commercial scenarios. The Planning and Zoning Commission recommended approval at their meeting on October 14, 2015. City Council approved First Reading on November 2, 2015. Staff recommends approval of Ordinance No. 850.

Attorney Darryl Johnston and engineer Don Lacey were present to represent the petition. Mr. Johnston advised that City staff has found this request consistent with the Comprehensive Plan and

has recommended approved. He further informed those present that this is a step in the process; it is not the determination of what will be there. However, he offered that this is projected to be a Multi-Family development that will transition appropriately with the Single-Family to the north of the site. It is a companion development to what is already approved to the northeast. It is an affordable housing project and not a public housing project.

Don Lacy felt that Multi-Family Residential is a transitional use which is standard between Commercial and Single-Family and the Multi-Family Residential has a significantly lower impact and is more flexible in many areas as opposed to Commercial.

Starla Runge spoke in opposition to the petition. She felt that the traffic will be increased and it would impact the wildlife adversely. She submitted a petition to the City Council with signatures of others in opposition.

Alfred Holmes also expressed his opposition, citing drainage concerns and a natural waterway that will be blocked by this development. He further stated that the impact on the roads will be adverse as they were not constructed for that additional traffic.

Cliff Manuel, Coastal Engineering, reported on his findings of the drainage system, ponding and stormwater control issues in Mitchell Heights. The system as designed and permitted is not being maintained and not functioning properly as a DRA. He stated that the natural flow way which connects to a wetlands system will be preserved under this development. SWFWMD permitting will ensure that development does not adversely impact the runoff. In many times, by cleaning and improving the flow ways, it will improve the area drainage. Mr. Manuel advised that he intends to work closely with SWFWMD on a drainage design for this project that meets the City, County and State standards to provide relief for the development and adjacent properties. He will bring back solutions to Council, at the same time as when the construction documents are submitted. Council will be made to understand how the drainage works as part of the drainage master plan.

Rodney Byrd offered his opposition, explaining drainage issues that currently exist. His concern was that something should be done to help this existing problem before more development occurs. He further was concerned about traffic impacts.

Loretta deJony advised of her current water problems too, which includes the ditch near her house that overflows. She stated that the ditch gets dug deeper periodically and it has not solved the problem.

Sandy Smiley contributed that while she knows the City needs to make progress, she felt that there are other issues of concern besides drainage. She mentioned that the development will add more traffic, along with more debris and litter to the roads, and that there are no sidewalks.

Kaleena Strange voiced her opposition, stating that impact from an apartment complex will affect her more than a Commercial development, which will probably not be open at night.

Cliff Manuel addressed details regarding Phase I and the internal road improvements plan that includes a road straight out to S.R. 50 between Main Street and Hale Ave. That would be the primary access point for the project and will carry the bulk of the traffic.

Don Lacey went over the trees already saved in the Phase I portion, which is easier to do with the flexibility of Multi-Family as opposed to Commercial.

Cliff Manuel responded to Alfred Holmes' question on the soil type as it relates to the water table in at this location.

Mayor Burnett stated that he has listened to all concerns, particularly the drainage and flooding problems. He stated that he has worked for a number of years to get that resolved, adding that much of that area is in the County. He offered his opinion that a Commercial use would create more traffic and other problems than Multi-Family would, which he felt would blend in more with what exists there. He added that the City will make sure that the developer and engineer addresses the issue of flooding. He personally offered to get with the engineers, City staff and the County to help resolve these problems. He ensured those present that when the development plans come before City Council, they will make sure that this project will not make any additional drainage problems.

Council Member Erhard offered that, while she knows that the City needs growth for the tax base, she requested clarification on this project which has been defined as an income based Multi-Family development. Jason Larson with Housing Trust Group explained that the adjacent and companion development of Phase I is a housing tax credit financing. Once the property is constructed, the rental rates can be no more than a certain maximum amount. Phase II financing is not in place yet, but he ensured that it would not be public or Section 8 housing. In response to Council Member Erhard's further question, Mr. Lawson stated that Brookhaven, located in the City limits, is an example of this type of income based development.

Council Member Kemerer requested clarification from the engineer that the design work for this project will not elevate the entire water problem, but will not make it worse and that it may even help mitigate some the flooding and drainage concerns. Cliff Manuel agreed that it will not eliminate it, but added that it will definitely not make it worse. He stated that working with the developers will give them control of the wetland, ditch and conveyance systems. This will enable them to work with the County to clean and improve the interconnected systems to help with the flooding issues in the Mitchell Heights area.

In response to Vice Mayor Kahler's question, Cliff Manuel stated that some of the conveyance improvements will be in place with Phase I but the majority will be in Phase II.

Vice Mayor Kahler advised that she has been conflicted over her position on this petition and has had several meetings on this issue and has examined the property several times. She cited the high crime calls to the comparable Brookhaven housing unit and had concerns over what she felt may result in adverse impacts to City services such as law enforcement. She weighted whether the income from the increased tax base would offset potential extra law enforcement needed. She also wondered if a Multi-Family use would create more revenue than if it was developed as Commercial as the land use currently stands. The Vice Mayor felt that there were too many questions and would rather wait until Phase I is completed to see what the impacts are before approving this petition, which is Phase II.

Council Member Kemerer stated that while he understands the Vice Mayor's position, he felt that asking the developer to wait would result in them incurring unreasonable costs. He went on to state

that by approving Phase II, they have been ensured that there will be a road going directly out to S.R. 50, which is an important point as it relates to those who have concerns over potentially increased traffic. He brought up the fact that is currently zoned Commercial and there is no way to know when or if it will be developed. He stated that it concerns him because it is a large piece of property which could attract a Commercial business with an intense use. He further offered that he has always been against putting a Commercial use up against Single-Family and pointed out that this has been designed as far away from adjacent Single-Family as they can reasonably do. The developer is offering to buffer this project in an acceptable and desirable way. He reminded those present that a Commercial project could result in bright lights 24/7, 365 days a year. He hoped that the City can always encourage developers to come and that the City would offer to help them any way they can to make a successful project on their property.

Council Member Battista stated that when the project comes back to Council, they will have the ability to look at and even mandate certain changes such as drainage and site planning.

Council Member Erhard voiced her concern that the flooding and drainage problems in this area have not been solved previously and hopes that the developer will fulfill their obligation in helping resolve this issue.

Motion:

Motion was made by Battista and seconded by Kemerer to approve Second Reading of Ordinance No. 850 and authorize staff to transmit the amendment to the State Land Planning Agency.

Acting Deputy City Clerk Battista read Ordinance No. 850 by headnote only, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, APPROVING A SMALL-SCALE AMENDMENT TO THE FUTURE LAND USE MAP OF THE CITY OF BROOKSVILLE COMPREHENSIVE PLAN; PURSUANT TO PROCEDURES ESTABLISHED IN SECTION 163.3187, FLORIDA STATUTES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

Motion carried 3-2 by roll call vote, as follows:

Battista	Aye
Erhard	Nay
Kemerer	Aye
Kahler	Nay
Burnett	Aye

Ordinance No.852 – Comprehensive Plan Amendment (CPA) – Five (5) year Schedule of Capital Improvements

Consideration of an Ordinance for Amendment of the 5-year Schedule of Capital Improvements Element, modifying the City of Brooksville Comprehensive Plan to adopt

the updated 5-year Capital Improvements Element.

City Planner Steve Gouldman summarized the staff report, stating that Florida Statutes require that all Comprehensive Plans contain a 5-year schedule and requires that the schedule be updated yearly. Mr. Gouldman stated that what is before Council for consideration contains modifications to the Providence Road project as requested at the last meeting.

There was no public input.

Motion:

Motion was made by Erhard and seconded by Kahler to approve Second Reading of Ordinance No. 852 and authorize staff to transmit the amendment to the State Land Planning Agency.

Acting Deputy City Clerk Battista read Ordinance No. 852 by headnote only, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLE 8-2 OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF BROOKSVILLE COMPREHENSIVE PLAN PURSUANT TO PROCEDURES ESTABLISHED IN SECTION 163.3177(3)(b), FLORIDA STATUTES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

Motion carried 5-0 by roll call vote, as follows:

Erhard	Aye
Kemerer	Aye
Battista	Aye
Kahler	Aye
Burnett	Aye

Ordinance No. 853 – AX2015-05; City Initiated Annexation for Anthony Black

Consideration of voluntary annexation of approximately one acre located at 7399 Cornflower Road, approximately 610 feet northwest of intersection of Broad Street and Wiscon Road..

City Planner Steve Gouldman summarized the staff report, stating that this property currently has a Hernando County Comprehensive Plan designation of Residential and is zoned A-R2/Planned Development Project. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation.. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval.

It was pointed out that although First Reading on these annexations ordinances is not considered a Public Hearing, the Mayor could ask for public input.

There was no public input.

Motion:

Motion was made by Kemerer and seconded by Kahler to approve First Reading of Ordinance No. 853 and schedule second reading for December 7, 2015.

Acting Deputy Clerk Battista read Ordinance No.. 853 by headnote only, as follows:

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

Motion carried 5-0 upon roll call vote, as follows:

Battista	Aye
Erhard	Aye
Kemerer	Aye
Kahler	Aye
Burnett	Aye

Ordinance No. 854 – AX2015-06; City Initiated Annexation for Grace World Outreach Church, Inc.

Consideration of voluntary annexation of approximately 12.24 acres located at 20366 Cortez Boulevard at the southwest corner of Cortez Boulevard and Hope Hill Road.

City Planner Steve Gouldman summarized the staff report, stating that the City has a Utility Service Agreement that makes the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation as Residential and has split zoning, with the western 1/3rd

having R-1C and the eastern 2/3rd is zoned Planned Development Project Multi-Family with a Special Use for a church. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval.

Ron Hansen, Grace World's Business Administrator, advised that the Hernando County Sheriff's Office currently provides officers for traffic control for their services and expressed the desire that law enforcement from the appropriate entity continue. Mayor Burnett stated that the City Manager would contact him regarding that concern.

Motion:

Motion was made by Kahler and seconded by Battista to approve First Reading of Ordinance No. 854 and schedule second reading for December 7, 2015.

Acting Deputy Clerk Battista read Ordinance No. 854 by headnote only, as follows:

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

Motion carried 5-0 upon roll call vote, as follows:

Kemerer	Aye
Battista	Aye
Erhard	Aye
Kahler	Aye
Burnett	Aye

Ordinance No. 855 – AX2015-11; City Initiated Annexation for the Diocese of St. Petersburg (St. Anthony's Catholic Church)

Consideration of voluntary annexation of approximately 14.20 acres located at 20428

Cortez Boulevard at the southeast corner of Cortez Boulevard and Hope Hill Road.

City Planner Steve Gouldman summarized the staff report, stating that the City has a Utility Service Agreement that makes the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation of Residential and is zoned R-1C Church. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation.. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval.

There was no public input.

Motion:

Motion was made by Battista and seconded by _____ to approve First Reading of Ordinance No. 855 and schedule second reading for December 7, 2015.

Acting Deputy Clerk Battista read Ordinance No. 855 by headnote only, as follows:

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

Motion carried 5-0 upon roll call vote, as follows:

Battista	Aye
Erhard	Aye
Kemerer	Aye
Kahler	Aye
Burnett	Aye

Ordinance No. 856 – AX2015-10; City Initiated Annexation for Carl J. Kacarka, Sr. and Virginia M. Kacarka

Consideration of voluntary annexation of approximately one acre located at 1006 Jefferson, immediately north of the intersection of Jefferson Street and Lucas Drive.

City Planner Steve Gouldman summarized the staff report, that the City has an Irrevocable Power of Attorney by the previous owner of the property, First United Methodist Church, making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. The Power of Attorney is binding on the previous owner, its heirs, assigns and successors in interest. He stated stating that this property currently has a Hernando County Comprehensive Plan designation of Residential and the northern majority is R-1A with a small part to the south that intersects with E. Jefferson St. being zoned C-2. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval.

There was no public input.

Motion:

Motion was made by Kemerer and seconded by Erhard to approve First Reading of Ordinance No. 856 and schedule second reading for December 7, 2015.

Acting Deputy Clerk Battista read Ordinance No. 856 by headnote only, as follows:

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

Motion carried 5-0 upon roll call vote, as follows:

Erhard Aye
Kemerer Aye
Battista Aye
Kahler Aye
Burnett Aye

Ordinance No. 857 – AX2015-09; City Initiated Annexation for Samuel C. Griffin and Kellie J. Griffin

Consideration of voluntary annexation of approximately 1.30 acres located at 1032 South Mildred Avenue, approximately 514 feet north Cortez Boulevard.

City Planner Steve Gouldman summarized the staff report, stating that the City has an Irrevocable Power of Attorney making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation of Residential and is zoned Single-Family Planned Development Project. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval.

There was no public input.

Motion:

Motion was made by Erhard and seconded by Kahler to approve First Reading of Ordinance No. 857 and schedule second reading for December 7, 2015.

Acting Deputy Clerk Battista read Ordinance No. 857 by headnote only, as follows:

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

Motion carried 5-0 upon roll call vote, as follows:

Kemerer	Aye
Battista	Aye
Erhard	Aye
Kahler	Aye
Burnett	Aye

Ordinance No. 858 – AX2015-07; City Initiated Annexation for Balough Properties, LLC

Consideration of voluntary annexation of approximately one-half acres located at 7127 Young Street at the southwest corner of the intersection of Young Street and V.F.W. Road.

City Planner Steve Gouldman summarized the staff report, stating that the City has an Irrevocable Power of Attorney making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that the City has an Irrevocable Power of Attorney from a previous owner, Raymond Lucas, making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. The Power of Attorney is binding on the previous owner, its heirs, assigns and successors in interest. He stated that this property currently has a Hernando County Comprehensive Plan designation as Residential and is zoned R-1A. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation.. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval.

There was no public input.

Motion:

Motion was made by Kahler and seconded by Kemerer to approve First Reading of Ordinance No. 858 and schedule second reading for December 7, 2015.

Acting Deputy Clerk Battista read Ordinance No.. 858 by headnote only, as follows:

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

**GOVERNMENTAL AGENCIES;
PROVIDING FOR SEVERABILITY
AND PROVIDING FOR AN
EFFECTIVE DATE.**

Motion carried 5-0 upon roll call vote, as follows:

Battista Aye
Erhard Aye
Kemerer Aye
Kahler Aye
Burnett Aye

Ordinance No. 859 – AX2015-12; City Initiated Annexation for Hernando County Housing Authority

Consideration of voluntary annexation of approximately 5.10 acres located at 20180 Barnett Road, immediately west of the intersection of Barnett Road and Cortez Boulevard.

City Planner Steve Gouldman summarized the staff report, stating that the City has a Utility Service Agreement making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation of Residential and is zoned Multi-Family Planned Development Project. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation.. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval.

There was no public input.

Motion:

Motion was made by Battista and seconded by Kahler to approve First Reading of Ordinance No. 859 and schedule second reading for December 7, 2015.

Acting Deputy Clerk Battista read Ordinance No.. 859 by headnote only, as follows:

**AN ORDINANCE OF THE CITY OF
BROOKSVILLE, FLORIDA,
AUTHORIZING THE VOLUNTARY
ANNEXATION OF REAL PROPERTY
INTO THE MUNICIPAL
BOUNDARIES OF THE CITY OF
BROOKSVILLE, FLORIDA,
PURSUANT TO SECTION 171.044,
FLORIDA STATUTES; PROVIDING A
LEGAL DESCRIPTION OF THE
PROPERTY SUBJECT TO THE**

**VOLUNTARY ANNEXATION;
PROVIDING FOR PUBLICATION;
PROVIDING FOR FILINGS WITH
THE APPROPRIATE
GOVERNMENTAL AGENCIES;
PROVIDING FOR SEVERABILITY
AND PROVIDING FOR AN
EFFECTIVE DATE.**

Motion carried 5-0 upon roll call vote, as follows:

Battista	Aye
Erhard	Aye
Kemerer	Aye
Kahler	Aye
Burnett	Aye

Ordinance No. 860 – AX2015-08; City Initiated Annexation for Marc A. Reusch

Consideration of voluntary annexation of approximately one-half acre located at 121 Estates Avenue approximately 225 feet north of West Jefferson Street.

City Planner Steve Gouldman summarized the staff report, stating that the City has an Irrevocable Power of Attorney making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation of Residential and is zoned C-2 Highway Commercial. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation.. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval.

There was no public input.

Motion:

Motion was made by Kemerer and seconded by Erhard to approve First Reading of Ordinance No. 860 and schedule second reading for December 7, 2015.

Acting Deputy Clerk Battista read Ordinance No. 860 by headnote only, as follows:

**AN ORDINANCE OF THE CITY OF
BROOKSVILLE, FLORIDA,
AUTHORIZING THE VOLUNTARY
ANNEXATION OF REAL PROPERTY
INTO THE MUNICIPAL
BOUNDARIES OF THE CITY OF
BROOKSVILLE, FLORIDA,
PURSUANT TO SECTION 171.044,
FLORIDA STATUTES; PROVIDING A
LEGAL DESCRIPTION OF THE**

**PROPERTY SUBJECT TO THE
VOLUNTARY ANNEXATION;
PROVIDING FOR PUBLICATION;
PROVIDING FOR FILINGS WITH
THE APPROPRIATE
GOVERNMENTAL AGENCIES;
PROVIDING FOR SEVERABILITY
AND PROVIDING FOR AN
EFFECTIVE DATE.**

Motion carried 5-0 upon roll call vote, as follows:

Erhard	Aye
Kemerer	Aye
Battista	Aye
Kahler	Aye
Burnett	Aye

Ordinance No. 861 – AX2015-13; City Initiated Annexation for James L. Thomas and Christine A. Thomas

Consideration of voluntary annexation of approximately 0.71 acres located at 153 and 161 Dolly Drive, approximately 209 feet south of West Fort Dade.

City Planner Steve Gouldman summarized the staff report, stating that the City has an Irrevocable Power of Attorney making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that both properties currently has a Hernando County Comprehensive Plan designation of Residential and are both zoned R-1A. If this annexation is approved, the both properties would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation.. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval.

There was no public input.

Motion:

Motion was made by Kahler and seconded by Battista to approve First Reading of Ordinance No. 861 and schedule second reading for December 7, 2015.

Acting Deputy Clerk Battista read Ordinance No.. 861 by headnote only, as follows:

**AN ORDINANCE OF THE CITY OF
BROOKSVILLE, FLORIDA,
AUTHORIZING THE VOLUNTARY
ANNEXATION OF REAL PROPERTY
INTO THE MUNICIPAL
BOUNDARIES OF THE CITY OF
BROOKSVILLE, FLORIDA,
PURSUANT TO SECTION 171.044,**

**FLORIDA STATUTES; PROVIDING A
LEGAL DESCRIPTION OF THE
PROPERTY SUBJECT TO THE
VOLUNTARY ANNEXATION;
PROVIDING FOR PUBLICATION;
PROVIDING FOR FILINGS WITH
THE APPROPRIATE
GOVERNMENTAL AGENCIES;
PROVIDING FOR SEVERABILITY
AND PROVIDING FOR AN
EFFECTIVE DATE.**

Motion carried 5-0 upon roll call vote, as follows:

Battista	Aye
Erhard	Aye
Kemerer	Aye
Kahler	Aye
Burnett	Aye

Mayor Burnett thanked Council Member Battista for his part in initiating these petitions and thanked Council for their approval of each ordinance.

REGULAR AGENDA

Florida Blueberry Festival 2016 Update

Update on the festivities for the 2016 Florida Blueberry Festival and request for marketing sponsorship.

Michael Heard referred to the powerpoint provided in the Council packet. She advised that the Hernando County Fair Association and the Blueberry Festival entered into a contract to work together in a community effort for their upcoming 2016 events. There will be a combination ticket available for those who want to attend both the Blueberry Festival and the Fair. She touched on the fact that their agreement will address a Florida Statute requirement which details restrictions regarding two entities competing with similar events within a 5 mile radius in a 30 day time period.

She advised Council on some of the events/changes that will be made for the 2016 event. She went over charities and events benefiting from the Festival as well as the efforts being made with branding through Hernando County Tourism/Florida's Adventure Coast.

She advised that the Florida Blueberry Growers Association has been brought to Hernando County and the plan is that they will eventually be building a building here.

Mrs. Heard informed Council that for the event in 2016, they have contracted with a company to sell pre-tickets on-line which will help them collect the data that they need to calculate the true economic impact that the Festival has on the City and Hernando County.

Council Member Battista referenced the power point, calling attention to the "Contribution and

Awards” and requested an explanation of the 501C organizations benefiting from the 2015 Blueberry Festival. Michael Heard explained that the “contribution” groups are more of a partnership with the Florida Blueberry Festival organization. The “awards” category are those who entered into and have paid to participate in the juried art show. Council Member Battista questioned and Mrs. Heard confirmed that the Florida Blueberry Festival organization gave the Brooksville Vision Foundation \$5,000.00 and gave the Florida Blueberry Growers Association of \$25,000.00 as is listed under the “Contribution” section. Michael Heard explained that the Florida Blueberry Growers Association gave the Festival \$25,000.00, which was given back to them after the Festival.

The BVF gives no money to the event but the Florida Blueberry Festival is the sole supporter of the BVF for the revitalization of the City. It is the goal to get enough money into the BVF to support the private sector portion of the salary of the Main Street Program Director.

Regarding an attendance question by Council Member Erhard, Michael Heard reiterated information about the company they have contracted with for the 2016 event to sell pre-tickets on-line which will help them collect data such as attendance. She added that Tammy Heon with the Hernando County Tourism/Florida’s Adventure Coast will be working in 2016 to provide people throughout the event who will collect data on where the attendees are from.

Council Member Erhard expressed concern for some of the businesses adversely impacted by the road closures. Michael Heard stated that she is very much aware of that issue and went on to advise that some of those businesses were actually paid; in many cases more money than they would have earned had they stayed open. They are also offered payment in the form of opportunities.

Council Member Erhard drew attention to the fact that the Florida Blueberry Festival has requested an extension on their tax return and questioned when Council could expect to see those documents, to which Mrs. Heard advised that that it should be available by the end of the year and will be made public record. In response to Council Member Erhard’s question, Michael Heard was unsure but felt that the County’s in-kind contribution was projected in 2015 to be around \$40,000 with the City’s contribution being \$20,000 in cash and about \$18,000 for in-kind contribution. The Hernando County Tourism/Florida’s Adventure Coast gave \$10,500. Council Member Erhard questioned if Michael Heard could ever see the Festival being self-sustaining, to which Mrs. Heard responded that they are a non-profit organization and she could not see this event being self-sustaining. It is an event that gives back to the community and spurs economic growth.

Council Member Battista pointed out that the money given to the BVF is not going to the taxpayers and the community, but to a private organization.

This event should be held in the City limits but away from the downtown area by 2018, at the urging of the County Commission and in coordination with efforts to obtain property for that use. In response to Council Member Erhard’s question, City Manager Norman-Vacha explained that currently the Florida Blueberry Growers Association shares office space with the Florida Blueberry Festival in City Hall.

Mayor Burnett, Vice Mayor Kahler and Council Member Kemerer commended Michael Heard on the job she has done in this effort, the branding of the City and the positive exposure that the City receives. Michael Heard stated that it is definitely a community effort.

She specifically went over their marketing dollars spent, which is over \$200,000 in advertising over an 8 week period and requested Council's support of the Festival Committee's request for 2016.

Motion:

Motion was made by Battista and seconded by Kemerer to approve \$20,000 in marketing support be provided to the Blueberry Festival along with continued use of the Blueberry Office for the Grower's Association, provide actions necessary for the road closure permitting and waiver of City personnel costs not to exceed \$12,000. Motion carried 4-1, with Erhard voting in opposition.

CITIZEN INPUT

Kathleen Hudak

Blueberry Festival

Mrs. Hudak thanked Michael Heard for her work in organizing the Florida Blueberry Festival.

Kojack Burnett

Christmas Parade

Mr. Burnett stated that he was disappointed that Council did not have a banner or throw Candy at the Veteran's parade. Mayor Burnett thanked Council members for their participation in the parade and all other events.

Blueberry Festival

He commended Michael Heard for her efforts.

Commend Council and staff

Mr. Burnett thanked Council and staff for a job well done.

ITEMS BY COUNCIL

Jennene Norman-Vacha, City Manager

Chamber of Commerce

The City Manager advised that the Chamber would be recognizing first responders at their monthly meeting at Silverthorn Wednesday morning.

Council Member Erhard

Blueberry Festival

She commended Michael Heard on her efforts but felt that as a Council Member, she is a steward of tax dollars and she would like to see the Festival be self-sustaining.

Thank you to those attending

Thanked all for coming to the meeting.

Council Member Battista

Recycling

He reminded everyone about recycling this week.

Vice Mayor Kahler

Veteran's Parade

She thanked Council, the City Manager, the Police Chief and the Interim Fire Chief for participating in the parade.

Christmas Parade

The Vice Mayor requested that Council be provided a lot of beads for the parade.

History of the Community

She mentioned an article from a couple years ago that detailed City resident and veteran Frazier Mountain and his efforts to archive history for over 50 years. She especially thanked him for his help with historical documents at Chinsegut Hill/Retreat. She shared a story about Sheriff Law during his time in office in the 1930s and 1940s and a challenge which arose from using a citizen as a jailer.

Mayor Burnett

Annexations

He thanked Council Member Battista for initiating the annexations and staff for preparing the petitions which were considered at this meeting

Blueberry Festival

The Mayor commended Michael Heard for her diligent work with the Festival.

Thanksgiving

As in previous years, the Mayor requested that Department Heads and employees consider donating a dollar or more to support his efforts to provide Thanksgiving meals to those struggling to provide a holiday meal for their families and for the elderly and homeless.

Thank you

He thanked all for attending and expressed his appreciation for the work that staff does.

ADJOURNMENT

The meeting adjourned at 9:40 p.m.

Acting Deputy City Clerk

Attest: _____
Mayor

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

MINUTES

December 7, 2015

7:00 P.M.

Brooksville City Council met in regular session with Frankie Burnett, Mayor, Natalie Kahler, Vice Mayor and Council Members Robert Battista, Betty Erhard, and William Kemerer. Also present were Clifford A. Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Virginia Wright, City Clerk; Jennifer Battista; Acting Deputy Clerk; Mike Walker, Parks & Recreation Director; Tannette Gayle, Director of Finance; Bill Geiger, Community Development Director; Steve Gouldman, City Planner; Richard Radacky, Public Works Director; George Turner, Police Chief, and David Freda, Interim Fire Chief.

CALL TO ORDER: The meeting was called to order by Mayor Burnett at 7:02 p.m., followed by an Invocation and Pledge of Allegiance.

SELECTON OF OFFICERS:

Selection of Mayor:

Mayor Burnett requested nominations for Mayor. Council Member Battista nominated Council Member Kahler as Mayor. Council Member Kemerer nominated Mayor Burnett for Mayor. Mayor Burnett polled Council. Those in favor of Council Member Kahler for Mayor were Council Members Battista, Erhard, and Kahler. Those in favor of Mayor Burnett for Mayor were Council Member Kemerer and Mayor Burnett.

Motion:

Motion carried 3-2 with Kahler selected as Mayor, with Erhard, Battista and Kahler voting for Kahler. Council Member Kahler was appointed Mayor.

Council Member Burnett turned the gavel over to Mayor Kahler. Council Member Burnett stated it was a pleasure serving as Mayor and to have served and worked with the Council. He stated that he will continue to serve the City and the community to the best his best abilities. Mayor Kahler thanked Council Member Burnett for his dedicated service.

Selection of Vice Mayor:

Mayor Kahler requested nominations for Vice Mayor. Council Member Erhard nominated Council Member Battista as Vice Mayor. No other nominations were presented. Mayor Kahler polled Council. Those in favor of Council Member Battista for Vice Mayor were Council Members Burnett, Battista, Erhard, Kahler and Kemerer.

Motion:

Motion carried 5-0 with Battista selected as Vice Mayor, with a unanimous vote. Council Member Battista was appointed Vice Mayor.

REGULAR COUNCIL MEETING MINUTES – December 7, 2015

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS:

Margaret R. Ghiotto Beautification Award – Residential Award Recognition of improvements to the property owned by Carey Carlson located at 133 S. Brooksville Avenue.

Beautification Board Chair Scott Renz was happy to announce City resident Carey Carlson as the recipient of the Margaret R. Ghiotto Beautification Award. Council Member Burnett read the award in its entirety, which was presented Mr. Carlson. Mr. Carlson addressed Council indicating he has lived in Brooksville for approximately 50 years. He remarked how much he loves living in the City of Brooksville. Mr. Carlson was pleased to report that he enjoyed restoring his home, which took an average of two (2) years to complete. He thanked the City for the Beautification Award.

Chair Renz announced the annual Christmas Tree decorating will take place outside in front of City Hall on Friday, December 11th at 10:00 a.m. School age children will participate by making ornaments and hanging them on the tree. Refreshments will be provided; all dignitaries and the public are invited to attend.

Council Member Erhard requested Chair Renz to provide information regarding the Beautification Board's holiday decoration contest. Chair Renz stated the Beautification Board is sponsoring a contest for the best Christmas lights/holiday decorations. Participation is open to both residential homes and commercial businesses that are located within the City. Judging will take place on December 15th.

A Proclamation was presented to the City of Brooksville Police and Fire Departments for 135 years of dedicated service. Council Member Burnett read the Proclamation in its entirety.

Police Chief Turner stated he was very appreciative to have both the Police and Fire Departments recognized, and very proud of those individuals who currently serve, and those who have previously served faithfully in their respective positions. Chief Turner requested those present representing the City of Brooksville Police and Fire Department introduce themselves. Introductions were presented as follows:

Police Department: Officer Ed Morrera, Officer Phil Martin, Officer Randy Orman, Officer Jason Matheson, Detective Lieutenant John Messer, Detective Jeff Bessernick, Officer Norm Cartwright, Officer Chris Stockton, Detective Tracey Scofield, Administrative Assistant Madeline Austin, Sergeant Robert Dixon, Officer Duke Meader, Patrol Lieutenant Allen Whittaker, Patrol Officer Scott Frederickson, Sergeant Steve Miselen, Captain Rick Hankins.

Fire Department: Interim Fire Chief David Freda, Chris Malvesti, District Chief Stanley Mettinger, Andrew Metzler, David Murdock, Donald Nichols, Matthew Richardi.

Chief Turner introduced former Brooksville Chief of Police Ed Tincher. Chief Tincher thanked the City for recognizing 135 years of Police and Fire service. He stated he had the pleasure and honor of being appointed as Chief of Police for the City of Brooksville, January 19, 1978 and was proud to have served citizens for 30 years. Chief Tincher stated that he was honored to be in the presence of the police and fireman.

REGULAR COUNCIL MEETING MINUTES – December 7, 2015

Chief Tincher thanked the Council and City Manager for the invitation to attend.

The fire department provided T-shirts noting the celebration of 135 years of dedicated service to the Mayor, Vice Mayor, Council Members, and the City Manager.

Recess 7:31 p.m.

Reconvene 7:41 p.m.

Mayor Kahler noted that Brooksville Cub Scout Pack 71 was in attendance for observation of the Council Meeting. She thanked them for their willingness to observe the meeting for educational purposes.

CITIZENS INPUT:

Mayor Kahler requested for citizen input. There was no public input.

Mr. Pat and Ms. Shirley Miketinac expressed their opinions regarding the Red Light Cameras.

Brooksville resident Lester Brown addressed the Council requesting assistance for better dialogue between the local community and the City. City Manager Norman-Vacha will contact Mr. Brown to address concerns he may have; she provided Mr. Brown with her contact information as well.

Brooksville resident Mr. Richard Howell congratulated the police department for 135 years of service.

Mr. Howell stated he had at some point contacted the Chief of Police and the City Mayor to speak with them. Mr. Howell informed the Council he had previously emailed the Chief Turner who did in fact, respond to Mr. Howell's email. Mr. Howell indicated he would like a representative from the City to attend a meeting that his organization is holding. Mayor Kahler stated the City Manager would follow up with Mr. Howell.

Mr. Howell requested information regarding a utility (water) deposit. The City will follow up with Mr. Howell's request.

Mr. Howell reported that people are driving through Jefferson Street at 45 mph rather than the mandated 35 mph.

Mr. Arthell Williams expressed he would have liked someone from the City to have been present at a recent meeting his organization held. Mayor Kahler stated the City will be following up with Mr. Williams.

REGULAR COUNCIL MEETING MINUTES – December 7, 2015

CONSENT AGENDA:

Final Fiscal Year Budget Amendments; Approval of budget amendments necessary to finalize financials of FY 2015

Mayor Kahler requested a motion to approve the Consent Agenda Item as listed.

Motion:

Motion was made by Council Member Kemerer and seconded by seconded by Vice Mayor Battista to approve the Consent Agenda.

The motion carried 5-0.

PUBLIC HEARINGS:

*Entry of Proof of Publication into the Record: Proof of Publication into the Record read by Acting Deputy Clerk Battista; Ordinance No. 853 through Ordinance No. 862 was advertised in the Tampa Bay Times November 27, 2015 and December 4, 2015.

Ordinance No. 853 – AX2015-05; City Initiated Annexation for Anthony Black

Consideration of voluntary annexation of approximately one acre located at 7399 Cornflower Road, approximately 610 feet northwest of intersection of Broad Street and Wiscon Road.

City Planner Steve Gouldman summarized the staff report, stating that this property currently has a Hernando County Comprehensive Plan designation of Residential and is zoned A-R2/Planned Development Project. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval of Second and Final Hearing.

Acting Deputy Clerk Battista read Ordinance No. 853-AX2015-05 head note as follows:

ORDINANCE NO. 853
AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

There was no public input.

Motion:

Motion was made by Vice Mayor Battista and seconded by Council Member Kemerer approval of Ordinance No. 853-AX2015-05; City Initiated Annexation.

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Motion carried 5-0 upon roll-call vote as follows:

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

Ordinance No. 854 – AX2015-06; City Initiated Annexation for Grace World Outreach Church, Inc.

Consideration of voluntary annexation of approximately 12.24 acres located at 20366 Cortez Boulevard at the southwest corner of Cortez Boulevard and Hope Hill Road.

City Planner Steve Gouldman summarized the staff report, stating that the City has a Utility Service Agreement that makes the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation as Residential and has split zoning, with the western 1/3rd having R-1C and the eastern 2/3rd is zoned Planned Development Project Multi-Family with a Special Use for a church. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval of Second and Final Reading.

Acting Deputy Clerk Battista read Ordinance No. 854-AX2015-06 head note as follows:

ORDINANCE NO. 854
AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES, PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

There was no public input.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Erhard approval of Ordinance No. 854-AX2015-06; City Initiated Annexation.

Motion carried 5-0 upon roll-call vote as follows:

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

Ordinance No. 855 – AX2015-11; City Initiated Annexation for the Diocese of St. Petersburg (St. Anthony’s Catholic Church)

Consideration of voluntary annexation of approximately 14.20 acres located at 20428 Cortez Boulevard at the southeast corner of Cortez Boulevard and Hope Hill Road.

City Planner Steve Gouldman summarized the staff report, stating that the City has a Utility Service Agreement that makes the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation of Residential and is zoned R-1C Church. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff’s opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval of Second and Final Reading.

Acting Deputy Clerk Battista read Ordinance No. 855-AX2015-11 head note as follows:

ORDINANCE NO. 855
AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES, PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

There was no public input.

Motion:

Motion was made by Council Member Kemerer and seconded by Vice Mayor Battista approval of Ordinance No. 855-AX2015-11; City Initiated Annexation.

Motion carried 5-0 upon roll-call votes as follows:

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

Ordinance No. 856 – AX2015-10; City Initiated Annexation for Carl J. Kacarka, Sr. and Virginia M. Kacarka

Consideration of voluntary annexation of approximately one acre located at 1006 Jefferson, immediately north of the intersection of Jefferson Street and Lucas Drive.

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City Planner Steve Gouldman summarized the staff report, that the City has an Irrevocable Power of Attorney by the previous owner of the property, First United Methodist Church, making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. The Power of Attorney is binding on the previous owner, its heirs, assigns and successors in interest. He stated stating that this property currently has a Hernando County Comprehensive Plan designation of Residential and the northern majority is R-1A with a small part to the south that intersects with E. Jefferson St. being zoned C-2. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval of Second and Final Reading.

Acting Deputy Clerk Battista read Ordinance No. 856-AX2015-10 head note as follows:

ORDINANCE NO. 856

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

There was no public input.

Motion:

Motion was made by Council Member Erhard and seconded by Council Member Kemerer approval of Ordinance No. 856-AX2015-10; City Initiated Annexation.

Motion carried 5-0 upon roll-call votes as follows:

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

Ordinance No. 857 – AX2015-09; City Initiated Annexation for Samuel C. Griffin and Kellie J. Griffin

Consideration of voluntary annexation of approximately 1.30 acres located at 1032 South Mildred Avenue, approximately 514 feet north Cortez Boulevard.

City Planner Steve Gouldman summarized the staff report, stating that the City has an Irrevocable Power of Attorney making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation of Residential and is zoned Single-Family Planned Development Project. If this annexation is approved, the property would need to be assigned a City Comprehensive

REGULAR COUNCIL MEETING MINUTES – December 7, 2015

Plan designation as well as a zoning district designation.

Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval of Second and Final Reading.

Acting Deputy Clerk Battista read Ordinance No. 857-AX2015-09 head note as follows:

ORDINANCE NO. 857

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

There was no public input.

Motion:

Motion was made by Council Member Erhard and seconded by Council Member Kemerer approval of Ordinance No. 857-AX2015-10; City Initiated Annexation.

Motion carried 5-0 upon roll-call votes as follows:

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

Ordinance No. 858 – AX2015-07; City Initiated Annexation for Balough Properties, LLC

Consideration of voluntary annexation of approximately one-half acres located at 7127 Young Street at the southwest corner of the intersection of Young Street and V.F.W. Road.

City Planner Steve Gouldman summarized the staff report, stating that the City has an Irrevocable Power of Attorney making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that the City has an Irrevocable Power of Attorney from a previous owner, Raymond Lucas, making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. The Power of Attorney is binding on the previous owner, its heirs, assigns and successors in interest. He stated that this property currently has a Hernando County Comprehensive Plan designation as Residential and is zoned R-1A. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval of Second and Final

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Reading.

Acting Deputy Clerk Battista read Ordinance No. 858-AX2015-07 head note as follows:

ORDINANCE NO. 858

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

There was no public input.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Kemerer approval of Ordinance No. 858-AX2015-07 City Initiated Annexation.

Motion carried 5-0 upon roll-call votes as follows:

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

Ordinance No. 859 – AX2015-12; City Initiated Annexation for Hernando County Housing Authority

Consideration of voluntary annexation of approximately 5.10 acres located at 20180 Barnett Road, immediately west of the intersection of Barnett Road and Cortez Boulevard.

City Planner Steve Gouldman summarized the staff report, stating that the City has a Utility Service Agreement making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation of Residential and is zoned Multi-Family Planned Development Project. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval of Second and Final Reading.

Acting Deputy Clerk Battista read Ordinance No. 859-AX2015-12 head note as follows:

ORDINANCE NO. 859

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA,

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PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

There was no public input.

Motion:

Motion was made by Vice Mayor Battista and seconded by Council Member Kemerer approval of Ordinance No. 859-AX2015-12 City Initiated Annexation.

Motion carried 5-0 upon roll-call votes as follows:

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

Ordinance No. 860 – AX2015-08; City Initiated Annexation for Marc A. Reusch

Consideration of voluntary annexation of approximately one-half acre located at 121 Estates Avenue approximately 225 feet north of West Jefferson Street.

City Planner Steve Gouldman summarized the staff report, stating that the City has an Irrevocable Power of Attorney making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation of Residential and is zoned C-2 Highway Commercial. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval of Second and Final Reading.

Acting Deputy Clerk Battista read Ordinance No. 860-AX2015-08 read head note as follows:

ORDINANCE NO. 860
AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

There was no public input.

REGULAR COUNCIL MEETING MINUTES – December 7, 2015

Motion:

Motion was made by Council Member Kemerer and seconded by Vice Mayor Battista approval of Ordinance No. 860-AX2015-08 City Initiated Annexation

Motion carried 5-0 upon roll-call votes as follows:

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

Ordinance No. 861 – AX2015-13; City Initiated Annexation for James L. Thomas and Christine A. Thomas

Consideration of voluntary annexation of approximately 0.71 acres located at 153 and 161 Dolly Drive, approximately 209 feet south of West Fort Dade.

City Planner Steve Gouldman summarized the staff report, stating that the City has an Irrevocable Power of Attorney making the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that both properties currently has a Hernando County Comprehensive Plan designation of Residential and are both zoned R-1A. If this annexation is approved, the both properties would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval of Second and Final Reading.

Acting Deputy Clerk Battista read Ordinance No. 861-AX2015-13 head note as follows:

ORDINANCE NO. 861
AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

There was no public input.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Erhard approval of Ordinance No. 861-AX2015-13 City Initiated Annexation.

Motion carried 5-0 upon roll-call votes as follows:

REGULAR COUNCIL MEETING MINUTES – December 7, 2015

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

REGULAR AGENDA

Ordinance No. 862 – AX2015-14; City Initiated Annexation for Brooksville Christian Church, Inc.

Consideration of voluntary annexation of approximately 9.10 acres located at 6197 Broad Street, approximately 2,050 feet north of Southern Hill Boulevard.

Steve Gouldman, City Planner presented the second reading of Ordinance No. 862 City initiated annexation located at 6197 Broad Street. Mr. Gouldman summarized the staff report, stating that the City has a Utility Service Agreement that makes the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation of Residential with a Hernando County zoning designation of AG (Agricultural), with a PSF (Public Service Facility) Overlay and a Special Exception Use for a Public Assembly Use. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval of First Reading.

Acting Deputy Clerk Battista read First Reading Ordinance No. 862-AX2015-14 head note, with Second Reading Scheduled for 12-21-2015 as follows:

ORDINANCE NO. 862
AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

There was no public input.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Erhard approval of Ordinance No. 862-AX2015-13 City Initiated Annexation.

REGULAR COUNCIL MEETING MINUTES – December 7, 2015

Motion carried 5-0 upon roll-call votes as follows:

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

Department of Economic Opportunity and Evaluation and Appraisal Notification Letter

City Planner Steve Gouldman summarized the Department of Economic Opportunity and 2016 Evaluation and Appraisal Notification Letter for submittal to the State Land Planning Agency. Vice Mayor Battista stated he would like to see more public input workshops. Mr. Gouldman stated he had intended to do so, and was planning an open house for the public.

Motion:

Motion was made by Vice Mayor Battista and seconded by Council Member Kemerer to approve submission of the 2016 Evaluation and Appraisal Notification Letter to the State Land Planning Agency.

Motion carried 5-0 upon roll-call votes as follows:

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

2016 Annual Holiday and Meeting Schedule

City Manager Norman-Vacha presented the proposed 2016 Annual Holiday and Meeting Schedule pursuant to City Code and Policy for Council's approval. City Manager Norman-Vacha noted the Financial Budget Workshops and other proposed workshops contained in the schedule are tentative dates.

Motion:

Motion was made by Council Member Erhard and seconded by Council Member Burnett to approve the 2016 Annual Holiday and Meeting Schedule.

Motion carried 5-0 upon roll-call votes as follows:

Council Member Burnett	Aye
Council Member Erhard	Aye
Council Member Kemerer	Aye
Vice-Mayor Battista	Aye
Mayor Kahler	Aye

REGULAR COUNCIL MEETING MINUTES – December 7, 2015

CITIZENS INPUT

Mayor Kahler requested citizen input.

Kojack Burnett congratulated Mayor Kahler for being voted in as the new Mayor.

ITEMS BY COUNCIL

William Kemerer, Council Member

Council Member Kemerer requested in the future when annexations are presented he would like staff to provide a list of indirect and direct financial impact. Council Member Kemerer also asked when the City stops charging the 25% on water bill. City Manager Norman-Vacha stated when the property is annexed it starts with your tax year. Council Member Kemerer requested copy of detailed water rates schedule.

Betty Erhard, Council Member

Council Member Erhard thanked the Police and Fire Departments their years of service.

Council Member Erhard announced a request from Cowboy Church's "We Care" ministry. The church would like to distribute winter coats to the homeless via hanging the coats on the City's light poles. The coats would be placed on the light poles on Friday; any coats left over would be removed from the light poles by Sunday. Council Member Burnett appreciated the efforts of the church however; he did not recommend this method of distributing the coats. He suggested announcing free coats were available to the homeless through another means. This item will be further discussed in an effort to assist the homeless with obtaining winter coats.

Frankie Burnett, Council Member

Council Member Burnett congratulated Mayor Kahler as the new City Mayor. He thanked the Council for their efforts during his tenure as Mayor and stated how much he appreciates the City Manager and City staff for continuing to do an outstanding job.

Council Member Burnett reminded Council to please read the wording contained on the Agenda verbatim when referring to each item.

Council Member Burnett thanked those who participated in the Thanksgiving dinner donations and gift certificates provided to those individuals within the community who are less fortunate. He reported that unfortunately, he was not able to serve all of the families who were in need. Council Member Burnett asked if anyone would like to donate towards Christmas dinner baskets and/or the toy drive for needy families and children within the community, to please contact him. The deadline for donations is Friday, December 18, 2015 and can be dropped off at City Hall between 11:00 a.m. – 2:00 p.m. Any donation is very much appreciated.

REGULAR COUNCIL MEETING MINUTES – December 7, 2015

T. Jennene Norman-Vacha, City Manager

City Manager Norman-Vacha introduced the new City Clerk, Virginia (Ginny) Wright.

City Manager Norman-Vacha thanked Richard Radacky, Public Works Director and his staff for job well done putting up Christmas lights/decorations throughout the City's downtown area.

City Manager Norman-Vacha provided the following upcoming Holiday events:

- December 10th from 5:00 p.m. – 8:00 p.m. is Christmas on Main Street. Christmas Tree lighting will take place at 7:00 p.m. which the County is in charge of. Entertainment will be provided. At 6:45 p.m. Council will be introduced. Santa and Mrs. Claus will be at the House of Passage at 5:15 p.m. and 6:45 p.m.
- Patricia's Boutique will have a live model window display. Downtown and hilltop shops will be open; they are providing cookies and punch for the children.
- The Beautification Board will hold a tree decorating event for school age children commencing December 11th at 10:00 a.m. at City Hall. The children will make ornaments to decorate a small the tree that will be placed outside in front of City hall. Refreshments will be provided.
- Saturday December 12th is the Kiwanis Annual Christmas parade that begins at 10 a.m. The City will be providing a float for City Council Members to ride. Members must be on the float by 9:30 a.m. Staff is working on a Tropical themed float.

Robert Battista, Vice Mayor

Vice Mayor Battista requested for future annexations to have staff provide a memorandum regarding the annexations to Council prior to the Council Meetings. Vice Mayor Battista asked if anyone had suggestions for the Quarry; what can be done with the property. The City Attorney will check into the conditions of the Quarry; options will be discussed thereafter.

Vice Mayor Battista suggested the Blueberry Festival coloring page printed on the water bills be removed and replaced with an advertisement for a recycling. Vice Mayor Battista recommended starting a recycling program. City Manager Norman-Vacha will explore options for a recycling program and advertising such.

Natalie Kahler, Mayor

Mayor Kahler recognized the community accomplishments of longtime resident, business owner, and community leader Mr. Luther Cason who recently passed away. Mr. Cason was the first African-American to serve on the City Council, as well as City Mayor.

Mayor Kahler asked Council to consider holding a Geo-Filter contest using Snap Chat to engage the children within the community.

REGULAR COUNCIL MEETING MINUTES – December 7, 2015

Mayor Kahler reminded Council the Chinsegut Hill Ribbon Cutting Ceremony is being held on December 9th at 12 noon.

Cliff Taylor, City Attorney

Nothing to report.

ADJOURNMENT

There being no further business to bring before Council the meeting adjourned at 9:11 p.m.

City Clerk

Attest: _____
Mayor

CORRESPONDENCE TO NOTE

There was none.

CITY OF BROOKSVILLE
201 Howell Avenue
Brooksville, FL 34601

COUNCIL WORKSHOP
MINUTES

December 14, 2015

3:00 p.m.

Brooksville City Council met in workshop session with Mayor Natalie Kahler, Vice Mayor Robert Battista, and Council Members Betty Erhard, Frankie Burnett, and William Kemerer. Also present was City Attorneys Tom Hogan, Clifford Taylor and Jennifer Rey; T. Jennene Norman-Vacha, City Manager; Ginny Wright, City Clerk; Richard Radacky, Director Public Works; Bill Geiger, Director of Community Services.

CALL TO ORDER

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

QUASI JUDICIAL PROCEEDINGS

City Attorney Tom Hogan provided a detailed PowerPoint presentation review of Quasi Judicial Proceedings and Statutory Requirements.

Attorney Hogan provided an explanation of a quasi judicial proceeding as the action taken and discretion exercised by public administrative agencies or bodies that are obliged to investigate or ascertain facts and draw conclusions from them as a foundation for official action. He noted a decision can be acquired upon hearing the affected parties with due process. Council Member Kemerer asked if the City Council can require a time limit for individuals to speak. Mr. Hogan responded you must provide notice and allow affected parties a fair opportunity to be heard in accordance with the basic requirements of due process; via the U.S. Constitution and the Florida Constitution. Parties must be permitted to finish their valid points. Attorney Hogan noted parties have the right to present evidence and to cross-examine adverse witnesses.

Council Member Burnett asked who needs to be sworn in. Attorney Hogan responded both the parties, i.e., the petitioner and the opposed must be sworn in, as well as any expert witnesses to include staff, engineers involved, etc. Council can decide if they want to accept these individuals as an expert based on questions they ask.

Florida Statutes Section 286.0115 provides a safe refuge to public officials who may have been exposed to ex-parte communications.

Public officials are required to disclose ex-parte communications in order to assure that an adverse party has the opportunity to confront, respond and rebut any such disclosure in an effort to prevent any appearance of impropriety. If there is any ex-parte communication the City Clerk is to make copies and to provide to the City Council.

Attorney Taylor stated the importance for City Council to review ex-parte communications upfront rather than wait. Attorney Rey provided an outline in accordance with Florida Statute 286.0115(1)(c)2 that states any person not otherwise prohibited by statutes, charter provision, or ordinance may have any ex-parte communication with any local public official on the merits of any matter on which action may be taken by any board or commission; on which the local public official is a member and that the presumption of prejudice is removed as long as the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record, prior to final action on the matter. This includes a written ex-parte communication as long as the writing is made part of the record before final action on the matter.

Attorney Hogan provided detailed information and explained competent substantial evidence must amount to more than bare allegations or objections as it must establish a justifiable reason for support for oppositions to an issue. He stressed that competent substantial evidence is not hypothetical, speculative, fear or emotion based, generalized statements or irrelevant as to the requirements that must be met. Evidence must be legally sound, based on facts, reliable and credible, material and relevant, tends to provide a point that must be proven; establishes a reasonable, substantial justification for the point argued; and a reasonable mind would accept as enough to support the argued for conclusion. Attorney Hogan also provided several examples of insufficient evidence, as well as examples of sufficient evidence.

Attorney Hogan provided a brief review of Quasi Judicial Hearings as follows:

- Parties must be afforded due process
- Notice
- Opportunity to be heard
- Disclosure of all ex-parte communications

Council must adhere to the essential requirements of the law.

Council's decision must be based on competent substantial evidence.

Vice Mayor Battista discussed a case in which a city council/county commissioner refused to speak with constituents. He explained the case in detail, adding that you must take notes to lay-out the facts presented for each case and base your decision on facts/substantial elements of the case. City Attorney Hogan expressed to be sure to practice preventative law. Maintain good decision making records via written facts and back up documentation on file.

ETHICS IN GOVERNMENT

Attorney Taylor provided a PowerPoint presentation “Ethics in Government” review of Chapter 112, Code of Ethics for Public Officers. He stressed the importance of ensuring the City’s ordinances are reviewed thoroughly and provided several case examples i.e., Jesus Fellowship, Inc. v. Miami-Dade County; and Pollard v. Palm Beach County. Attorney Rey discussed in detail the Standards of Conduct; Unauthorized Compensation; Misuse of Position; Doing Business with One’s Agency; Conflicting Relationships; Voting Conflicts; Misuse of Information; Nepotism; Gifts; - Honoraria; Revolving Door, and Required Disclosures Forms as follows: Financials Statements; Sole Source of Supply; Voting Conflict Memorandum Quarterly Gift Disclosures.

A detailed presentation was provided with highlights as follows:

Unauthorized compensation

Several case examples were provided such as the Wasserman suit.

Dual Roles:

As a county or municipal employee you may not hold office as a member of the governing board of the entity that concurrently employs you.

Misuse of public positions

As a public officer you may not perform your official duties corruptly use or attempt to use your official position or use any property or resource in your trust to secure a special privilege for yourself or others.

Misuse of Information

As a current or former public officer you may not disclose or use information not available to the general public that you learned of because of your official position for the benefit of any person or business entity.

Nepotism

As a public official you may not appoint, employ promote or advocate to another to appoint, employ or promote. Any relative for a job in the agency may not be appointed employed or promoted by the collegial body of which a relative of the individual is a member.

Gifts

Any service or thing statutorily listed or having an ascertainable value accepted directly or indirectly by recipient or on recipients behalf for recipient’s benefit without equal or greater consideration within 90 days. Examples of gifts were provided by Attorney Taylor.

Attorney Taylor stated the City’s Code of Conduct is more restrictive than the State Statutes. He stated the importance to not accept gifts as indicated to sway votes, etc. Council Member Kemerer said he cautious not to take gifts at all. The

City Manager indicated gifts over \$25 must be reported on a quarterly disclosure form.

Doing Business with One's Agency

As a public officer you may not accept public employment with the State or any political subdivision if you know or reasonably should know that the position is offered for the purposes of gaining influence or advantage due to your office or candidacy. You may not while acting in your official capacity purchase or lease form you own business, you may not sell or lease to your own governmental entity on behalf of your own business.

Conflicting Relationships

You may not own or work for (as employee or contractor a business that is subject to regulation by your own agency.

Honoraria

Attorney Taylor explained an n honorarium is a payment of money or anything of value given directory or indirectly as consideration for an oral presentation or a writing to be published. If you receive an honorarium related expensed form a lobbyist, vendor, or political committee, you must report name/address/affiliation of payer, amount, date of event, description of expenses each day and the total value provided annually.

Statement of Financial Statements

Attorney Taylor provided a review of all areas including forms.

Penalties for Violations

Public Officers penalties can include impeachment; removal from office, suspension from office, forfeit up to 1/3 salary up to 12 months; public censure and reprimand, civil penalty up to \$10,000, restitution.

ADJOURNMENT

There being no further business to bring before the Council, the meeting adjourned at 5:00 p.m.

City Clerk

Attest _____

Mayor

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

MINUTES

December 21, 2015

7:00 P.M.

Brooksville City Council met in regular session with Natalie Kahler, Mayor, Robert Battista, Vice Mayor, and Council Members Frankie Burnett, and Betty Erhard. Council Member William Kemerer was absent. Also present were Clifford A. Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Virginia Wright, City Clerk; Jennifer Battista; Acting Deputy Clerk; Mike Walker, Parks, Facilities & Recreation Director; Tannette Gayle, Director of Finance; Bill Geiger, Community Development Director; Steve Gouldman, City Planner; Richard Radacky, Public Works Director; George Turner, Police Chief, and David Freda, Interim Fire Chief.

CALL TO ORDER: The meeting was called to order by Mayor Kahler at 7:04 p.m., followed by an Invocation and Pledge of Allegiance.

COUNCIL MEMBER RECOGNITION:

A Mayoral plaque was presented to Council Member Burnett for his tenure serving for the year 2015 as City Mayor. The City Council and City Manager expressed their deep appreciation for Council Member Burnett's dedicated service to the City and community.

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS:

A Proclamation for National Mentoring Month – Big Brothers and Big Sisters was read in its entirety by Council Member Erhard and presented to Sheri Chancey and Darlene Carlson on behalf of Big Brother and Big Sisters.

PRESENTATIONS AND REQUESTS FOR FEE WAIVERS:

Hernando County Fine Arts Council Fee Waiver Request:

Mr. Paul Shaskan, Chairman of the Hernando County Fine Arts Council presented detailed information regarding the Art in the Park Event that will take place at Tom Varn Park March 12 – March 13, 2016. This is the Art Council's major fund raising event. The event will have over 100 artists and craftsmen exhibitors, and a student show featuring over 300 works of art from Hernando County Schools (elementary through college). Live entertainment will be provided, and a food court will be available. Admission is free/donations are accepted. This is an annual event that is expected to attract over 5,000 visitors. Mr. Shaskan indicted last year's total expenditures was \$18,000 and he would appreciate any amount of a fee waiver.

Council Member Burnett asked if the City was listed on the advertisement materials. Mr. Shaskan reported the City is recognized in the event program.

Motion:

Motion by Vice Mayor Battista, seconded by Council Member Burnett to grant a fee waiver to The Hernando County Fine Arts Council for the “Art in the Park” event in the amount of \$300. Motion carried 4-0

Grace World Outreach Church Fee Waiver Request:

Pastor Joshua Brunette of Grace World Outreach Church request a fee waiver for the 3rd Annual “No More Taken 5K Run” scheduled for February 20, 2016. This fundraiser is to benefit local ministries that are working to rescue victims of human trafficking. All of the funds raised through entry fees and from local businesses will go directly to support victims of human trafficking. The event will be used to bring awareness to human trafficking and for the local area ministries. T-shirts will be provided to the participants. Council Member Erhard commended the Church for raising awareness of human trafficking.

Council Member Battista asked how many participants are expected. Pastor Brunette said last year 130 runners participated and he does expect more participants this year. Event fliers have been distributed, as well as announcements/advertisements on social media. Possibly 300-500 will participate. Entry fees are \$25 for adults and \$15 for children. Last year approximately \$5,000-\$6,000 was raised and donated to ministries for this cause.

Council Member Burnett stated this is an outstanding event with great leadership from Pastor Garcia and his staff. He noted human trafficking is prevalent in the U.S.

Council Member Erhard asked if the City waived the entire fees in last two years. Council Member Burnett reported last year Council approved 50% fee waiver. Council Member Battista asked if Jefferson and Broad Streets would be closed. City Manager Norman-Vacha responded these streets would remain open with police officers in place to assist with crossing of the streets and traffic. Council Member Battista noted he would like the Certificate of Insurance to list the City of Brooksville as an additional insured for the event.

Motion:

Motion by Council Member Burnett, seconded by Mayor Kahler after passing the gavel to the Vice Mayor Battista, to grant a fee waiver with the stipulation a certificate of insurance must be provided prior to the event, listing the City of Brooksville as additional insured, for the “Grace World Outreach Church 5K Run” in the full amount of \$1626.76. Motion carried 4-0.

Hernando County Public Library Fee Waiver Request:

Adam Brooks with the Hernando County Library requested a fee waiver for the 2nd Annual Brooksville Library 5K Run: February 27, 2016. A brief video was presented of last year’s 5K Run. There were 287 registered runners; of that number, 250 participants ran in the event with over 100 kids participating in the “Kids Fun Run.” There was 600 plus spectators. Awards were provided after the run. A marketing opportunity for the City was offered with the approval of the fee waiver request. The City would be promoted via twitter and FaceBook accounts that are blasted at least three (3) times per day, listing sponsors and links to the sponsor’s organization/website; Florida Race Place magazine that is distributed to over 23,000 racers throughout the State of

Florida that has a list of all of the community partners as well as sponsors. Fliers have been distributed throughout nine (9) communities, along with save the date cards and bookmarks. A total 25,000 pieces of marketing materials are distributed.

Motion:

Motion by Council Member Burnett and seconded by Vice Mayor Battista to grant a fee waiver in the amount of \$1538.15, with the stipulation a certificate of insurance must be provided prior to the event, listing the City of Brooksville as additional insured, for the “Hernando County Public Library 2nd Annual 5K Run.” Motion carried 4-0.

CITIZENS INPUT:

Mayor Kahler asked at his time for citizen input, stressing there is a 3-minute time limit for each individual to speak so it is fair for everyone.

Pastor David Garcia stated Grace World Outreach Church provides many types of services throughout the community such as providing classes English as a second language for the past 26 years; GED assistance where Hernando Literacy Program meets at the church; Joseph House that provides meals to the needy every Friday and, providing food to 10 different mobile home parks. Pastor Garcia asked if Council would be willing to donate or sell any of the proposed surplus items, listed on the Consent Agenda, item 2 and item 5 and/or any property the City is not using that may be donated to Grace World Church. He noted the church will put any of these items to good use.

CONSENT AGENDA:

Minutes

- August 10, 2015 Budget Workshop
- October 5, 2015 City Council Regular Session
- October 19, 2015 City Council Regular Session,
- November 2, 2015 City Council Regular Session.

Surplus of Maintenance Vehicles and Equipment

FY 2016 FDOT Landscape Reimbursement and Maintenance Agreement

Addition to Master Lease, Patrol Car Lease

Replacement of detective Car and Emergency Equipment

Motion:

Mayor Kahler requested a motion to approve the Consent Agenda as listed. Motion by Council Member Burnett and seconded by Vice Mayor Battista to approve the Consent Agenda. Motion carried 4-0.

PUBLIC HEARINGS:

*Entry of Proof of Publication into the Record

Proof of Publication into the Record read by City Clerk Wright; Ordinance No. 862 was advertised in the Tampa Bay Times December 11, and December 18, 2015.

Steve Gouldman, City Planner presented the second reading of Ordinance No. 862 City initiated annexation located at 6197 Broad Street. Mr. Gouldman summarized the staff report, stating that the City has a Utility Service Agreement that makes the City the authorized representative serving as attorney-in-fact for the purpose of filing for voluntary annexation. He stated that this property currently has a Hernando County Comprehensive Plan designation of Residential with a Hernando County zoning designation of AG (Agricultural), with a PSF (Public Service Facility) Overlay and a Special Exception Use for a Public Assembly Use. If this annexation is approved, the property would need to be assigned a City Comprehensive Plan designation as well as a zoning district designation. Staff's opinion is that it does appear to meet all the requirements for annexation outlined in Florida Statutes Section 171.044 and staff recommends approval of Second Reading.

City Clerk Wright read Ordinance No. 862-AX2015-14 head note as follows:

ORDINANCE NO. 862
AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AUTHORIZING THE VOLUNTARY ANNEXATION OF REAL PROPERTY INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF BROOKSVILLE, FLORIDA, PURSUANT TO SECTION 171.044, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTION OF THE PROPERTY SUBJECT TO THE VOLUNTARY ANNEXATION; PROVIDING FOR PUBLICATION; PROVIDING FOR FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

There was no public input.

Motion:

Approval of Ordinance No. 862-AX2015-14; City Initiated Annexation upon Roll-call vote.

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

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

REGULAR AGENDA

City Manager Norman-Vacha announced it was time for the annual appointments for Council Members' representation to serve on various City boards, intergovernmental agencies, and outside organizations.

The Council discussed among themselves boards/organizations that would like to serve on as follows:

Vice Mayor Battista will serve on Metropolitan Planning Organization (MPO); Good Neighbor Trail Advisory Committee.

Council Member Burnett will serve on the Community Alliance; Brooksville Cemetery Advisory Board; alternate for the MPO.

Council Erhard will serve on the Beautification Board; Take Stock in Children; Tourist Development.

Council Member Kemerer was suggested by the Council) to serve on Withlacoochee Regional Water Supply Authority; Richard Radacky, Public Works Director will serve as an alternate

Mayor Kahler will serve on the Park and Recreation Advisory Board.

Council further decided to wait until the next Council Meeting when Council Member Kemerer is present to discuss and fill the seats available on the other remaining boards. It was decided that the Hernando County anti-Drug Coalition, Youth and Family Alternatives and confirmation of Council Member Kemerer serving on the Withlacoochee Regional Water Supply Authority will be placed on the January 4, 2016 Meeting Agenda.

CITIZENS INPUT

Pastor Garcia asked if citizens are permitted to sever on the aforementioned committees. Mayor Kahler stated that you can participate if you live in the City. City Manager Norman-Vacha indicated that the particular boards being discussed are for Council liaison positions. However, some of the advisory boards that do have citizens to serve, as well as those individuals who may not live in the City. Each board outlines those particulars. City Manager Norman-Vacha encouraged participation of the community. The City will be happy to provide information to those interested in serving on a board.

Kojack Burnett congratulated the Mayor Kahler on her newly appointed seat as mayor. Thanked the city Manager and her staff for a job well done as well as Chief Turner. Mr. Burnett wished everyone happy holidays.

ITEMS BY COUNCIL

City Attorney Cliff Taylor

The City Attorney reported as a follow up to Vice Mayor's Battista's inquiry at the last Council Meeting, as to whether or not there are any restrictions on the Quarry property. Researching as far back as to 1980 there is no deed or restrictions. If any restrictions do exist it would have been prior to the golf course being constructed, and the City taking over the Quarry property. The City Attorney will conduct further research prior to 1980 for this item.

T. Jennene Norman-Vacha, City Manager

The City Manager wished everyone a great Christmas and is looking forward to working together with Council in the 2016 New Year.

Betty Erhard, Council Member

Council Member Erhard commended Grace World Outreach Church for the services and outreach efforts they do throughout the community.

Council Member Erhard thanked everyone who attended the Council Meeting.

Council Member Erhard reminded everyone of the holiday lights/decorations contest sponsored by the Beautification Board. She provided residential addresses and businesses of those who participated in the contest for anyone interested in seeing the holiday decorations. Winners will be announced at the January 4, 2016 Council Meeting.

Council Member Erhard stated she appreciated the Parks and Recreation Department's excellent job creating the Christmas Parade Float.

Frankie Burnett, Council Member

Council Member Burnett wished all a Merry Christmas.

Council Member Burnett was proud to report that local Nature Coast High School football player; DeShawn Smith has broken County and State records and is rated as third as the best a running back in the United States. Smith lives in the City of Brooksville. Council Member Burnett stated perhaps the City could honor Smith in some way in the near future based on Mr. Smith's accomplishments.

Council Member Burnett was very happy to report Delores Parrott Middle School football team is undefeated this year.

Council Member Burnett thanked Council for the majority vote for the fee waiver for Grace World Outreach Church.

Council Member Burnett thanked the Council and the City Manager for their ongoing commitment to work together. He also thanked the City Manager and staff for their hard work.

Council Member Burnett thanked Jennifer Battista for the great job she has done filling in as acting Deputy Clerk.

Robert Battista, Vice Mayor

Vice Mayor Battista wished all a Merry Christmas.

Vice Mayor Battista stated how pleased he was with the great job City Attorney Cliff Taylor has done on annexations. He also thanked the Community Development for all of their hard work.

Mayor Kahler

Mayor Kahler thanked 2014 Great Brooksvillian Jan Knowles who was in attendance for the Council Meeting. She acknowledged Ms. Knowles for her community support and efforts.

Mayor Kahler would like to acknowledge the local area Mighty Mites football team at a future Council Meeting. The children of the team are ages 7 – 9 years old; and they are the regional champs. A billboard is located on Highway 50 near the Suncoast Parkway acknowledging the team as regional champs.

Mayor Kahler provided the following history fact: Margaret D. Robbins started the first library for Brooksville as a traveling library. Ms. Robbins also paid for a year to have the very first nurse in Brooksville. She also established the Brooksville Women’s Club and the YWCA. Ms. Robbins was against child labor abuses and her husband assisted in enacting a law of protection for children.

Mayor Kahler wished all a Merry Christmas.

ADJOURNMENT

There being no further business to bring before Council the meeting adjourned at 8:17 p.m.

City Clerk

Attest:

Mayor

CORRESPONDENCE TO NOTE

There was none.

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

MINUTES

January 4, 2016

7:00 P.M.

Brooksville City Council met in regular session with Mayor Natalie Kahler, Vice Mayor, Robert Battista, and Council Members Frankie Burnett, Betty Erhard, and William Kemerer. Also present were Clifford A. Taylor, City Attorney; Jennifer Rey/Hogan Law Firm; T. Jennene Norman-Vacha, City Manager; Virginia Wright, City Clerk; Jennifer Battista; Acting Deputy Clerk; Mike Walker, Parks, Facilities & Recreation Director; Tannette Gayle, Director of Finance; Bill Geiger, Community Development Director; Richard Radacky, Public Works Director; and David Freda, Interim Fire Chief.

CALL TO ORDER: The meeting was called to order by Mayor Kahler at 7:01 p.m., followed by an Invocation and Pledge of Allegiance.

CERTIFICATES & PROCLAMATIONS:

Scott Renz, Beautification Board Chair announced the winners of the 2015 Holiday Lights/Best Christmas Decorations Contest and presented awards as follows:

Residential Awards/Most Festive:

Robert and Rita Miller

Commercial Awards/Most Festive:

Cloverleaf Mobile Home Park
Brooksville Healthcare Center

Residential Awards/Best Christmas Decorations:

1st Place - Joshua and Cori Salovsky
2nd Place – James M. Brown
3rd Place – Edward and Sheila Doyle

Commercial Awards/Best Christmas Decorations:

1st Place – American Gun and Pawn, Inc.
2nd Place – The Gallery of Arts and Antiques
3rd Place – Rising Sun Bistro and Market

Margaret R. Ghiotto Beautification Awards – Residential Award

1. Recognition of improvements to the property owned by Mark and Diane Justice, located at 396 North Avenue. Scott Renz, Beautification Board Chair, reviewed improvements to the property. Mr. Justice stated he worked very hard restoring the 100 year old home and was pleased to have received the recognition award.

2. **Margaret R. Ghiotto Beautification Awards – Commercial Award**

Recognition of improvements to the property owned by Jimmy Brown/Law Offices of Jimmy Brown located at 211 S. Main Street. Mr. Brown expressed his appreciation to have received the award of recognition.

PRESENTATIONS:

Mayor Kahler introduced Shawn Foster, Florida League of Cities. Mr. Foster provided an update of items coming before the legislature. He reported that 99% of legislative bills that would have had a negative impact on the City never had even made it to the legislature last year. For the upcoming legislative sessions, the Firefighter and Paramedic Cancer Disability Presumption bill will be brought before legislature. This would allow to provide health coverage for any condition that is caused by cancer; it does not have to be work related. The Florida League of Cities will be opposing the bill.

Mr. Foster reported the Communications Services Tax bill died last year. However, it will be presented to legislature this year. The bill reduces a portion of State tax by 2% which would have a negative impact, with funds lost to the City.

The Relocation Utilities bill will be presented to legislature with a “strike-all amendment.” The bill was re-written; this will reduce the impact to municipalities greatly.

Mr. Foster also reported on the Water Quality bills for improving health and springs; and the Public Private Partnerships. The Public-Private Partnerships, commonly referred to as P3s, are contractual agreements between public and private entities that provide for significant involvement of private entities in the delivery and financing of public buildings and infrastructure projects. Under such agreements, the private entity will assume the financing for the project and in turn be entitled to either revenue-generating, project-related activities or government payments based on performance. One of the major benefits of a P3 project is that it enables public entities to undertake projects they might otherwise postpone or ignore due to lack of funds.

Mr. Foster was happy to report Senator Wilton Simpson and Florida House of Representatives Blaise Ingolia are supporting the Horse Lake Creek Dredging and Infrastructure Improvement Project; and the Liberty Street Storm Water Improvement Project. The projects were initially vetoed by the Governor. Both Senator Simpson and Representative Ingolia have made visits to the proposed project sites.

Mr. Foster reported he recently assisted Michael Heard, Executive Director of the Florida Blueberry Festival with several items regarding the upcoming festival. In addition, Mr. Foster’s organization provided a donation of \$5,000 through Republic Bank.

Mr. Foster thanked the Council and the City Manager to allow him to represent the City.

CITIZENS INPUT:

Mayor Kahler requested citizen input.

Paul Douglas, President of the Hernando County NAACP provided information regarding the upcoming MLK parade.

Council Member Erhard requested Mr. Douglas share the date and time of MLK parade. Mr. Douglas stated he believes the parade will take place on January 16; he indicated approximately nine (9) bands will be participating in the event this year. Mr. Douglas stated he is very proud to hold the parade in the City of Brooksville. Council Member Burnett requested confirmation of the date and time for the MKL Parade. Mr. Douglas will provide a confirmed date and time as soon as possible.

Mr. Douglas thanked Council Member Burnett for his continued community involvement. He also reported on behalf of the NAACP, they are very appreciative of Chief Turner.

Mr. Douglas stated the Hernando County Commission has agreed to allow the NAACP to erect a statute memorializing citizens within the county. The memorial will be in the center of the administration building and courthouse. The NAACP is in the process of raising money for the statute.

CONSENT AGENDA:

Consideration to place an order for purchase of Fire Department Engine/Pumper Truck utilizing Florida Sheriff's Association State Bid Contract for the not-to-exceed amount of \$467,153.31 with the surplus of existing 1999 American LaFrance Engine/Pumper Truck to be used for purchase.

Mayor Kahler requested a motion to approve the Consent Agenda.

Motion:

Motion by Council Member Burnett and seconded by Council Member Kemerer for approval. Motion carried 5-0.

REGULAR AGENDA

Veterans Avenue Adjustment of Quantities

Consideration to approve the increased cost of \$82,676.58 for the Veterans Avenue Road and Sidewalk Reconstruction Project.

Public works Director Richard Radacky provided a detailed presentation regarding the Veterans Avenue cost overage. Contractor Daniel Goodwin, president of Goodwin Construction was present. Mr. Radacky stated none of Goodwin projects have had cost overages. Over the years, the road became heavily damaged due to the fire, rescue, construction and garbage trucks driving on the road. There was unforeseen, unsuitable materials/buried debris that was uncovered, once the road/sidewalks were excavated and exposed. Therefore the road has been reinforced with 3" asphalt rather than the standard 2" asphalt for better endurance and sustainability. In addition, the sidewalks

had drainage issues from the original installation that was done sometime in the 1970's.

Mr. Radacky introduced Brett Bennett, Project Manager for Greenman-Pedersen, Incorporated, (GPI, Inc.) Construction and Engineering Services. Mr. Radacky provided a PowerPoint presentation noting the unforeseen problem areas.

Vice Mayor Battista stated in the future he would like Council to be apprised in advance of any overage costs that may be incurred on projects. City Manager Norman-Vacha stated in the future she would provide necessary updates to Council.

Mayor Kahler requested a motion to approve the Veterans Avenue Adjustment of Quantities.

Motion:

Motion by Vice Mayor Battista and seconded by Council Member Burnett for approval. Motion carried 5-0.

Budget Amendments for Funds 128 and 308 FY 2016

Consideration to approve the outlined fiscal year 2016 budget amendments and appropriate signatures on the attached Budget Amendment Forms related to operations and distribution of funds due to the continuance of the Red Light Camera Program.

Finance Director Tannette Gayle referenced the three (3) budget amendment forms contained in the Council Packet. The budget amendment forms are for the following requested amendments:

Amend the Red Light Camera Fund - 128 in the amount of \$770,000 for increases in revenues and expenses due to extending the program through the end of the current fiscal year.

Amend the Transportation Capital Fund - 308 in the amount of \$140,091.67 for increases in revenues and expenses due to extending the program through the end of the current fiscal year.

City Manager Norman-Vacha explained the request for the fund transfer and informed the Council that funds cannot be expended until Council approves the funds for projects. Council Member Kemerer referenced the budget amendment forms and asked for clarification, in which City Manager Norman-Vacha complied.

Mayor Kahler requested a motion to approve the Budget Amendments with two of the three budget amendments approved by Council; budget amendment number three (3) unapproved; funds are to remain in Fund 128.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Erhard for approval. Motion carried 5-0.

3. Advisory Board Appointments

Appointment of Advisory Board Members replacing those whose terms expire December 31, 2015.

City Manager Norman-Vacha presented advisory board vacancies and requested consideration for board appointments and reappointments as follows:

Beautification Board

Angie McMorrow – Term: 12-31-2015 to 12-31-2018

Cindy Renz – Term: 12-31-2015 to 12-31-2019

Roger Sherman – Term: 12-31-2015 to 12-31-2019

Ronette Snyder – Term: 12-31-2015 to 12-31-2019

Mayor Kahler requested a motion to approve the Beautification Board appointments.

Motion:

Motion by Council Member Burnett and seconded by Council Member Erhard for approval. Motion carried 5-0.

Cemetery Advisory Board

Kathleen Hudak – Term: 12-31-2015 to 12-31-2019

Mayor Kahler requested a motion to approve the Cemetery Advisory Board appointment.

Motion:

Motion by Council Member Erhard and seconded by Council Member Kemerer for approval. Motion carried 5-0.

Great Brooksvillian Screening Committee

Roger Sherman – Term: 12-31-2015 to 12-31-2016

Julia Jinkens – Term: 12-31-2015 to 12-31-2016

Susan Loveday – 12/31/2015 to 12-31-2016

Gail Samples – 12-31-2015 to 12-31-2016

Mayor Kahler requested a motion to approve the Great Brooksvillian Screening Committee appointments.

Motion:

Motion by Council Member Burnett and seconded by Council Member Kemerer for approval. Motion carried 5-0.

Parks & Recreation Advisory Board

Roger Sherman – Term: 12-31-2015 to 12-31-2019

Kelly Lagedrost – Term: 12-31-2015 to 12-31-2019

Mayor Kahler requested a motion to approve the Parks & Recreation Advisory appointments.

Motion:

Motion by Council Member Battista and seconded by Council Member Kemerer for approval. Motion carried 5-0.

Planning & Zoning Commission

Elmer Korbus – Term: 12-31-2015 to 12-31-2019

George Rodriguez – Term: 12-31-2015 to 12-31-2019

Mayor Kahler requested a motion to approve the Planning & Zoning Commission appointments.

Motion:

Motion by Council Member Burnett and seconded by Council Member Kemerer for approval. Motion carried 5-0.

Council Member Burnett suggested Council to consider new applicants to allow for the opportunity to serve on the advisory boards, rather than to reappoint board members year after year. Council Member Battista suggested it may be good to have term limits; such as two 4-year consecutive terms. Council Member Burnett concurred.

Intergovernmental Board Assignments and Organizations - City Council Appointments to various Boards and Committees

Mayor Kahler announced it was time for Council to fill the following seats on the External Committees/Boards: Hernando County Anti-Drug Coalition; Withlacoochee Regional Water Supply Authority, and Youth and Family Alternatives.

Council Member Kemerer will serve on the Hernando County Anti-Drug Coalition; and the Youth and Family Alternatives Committee, and the Withlacoochee Regional Water Supply Authority.

Objection to City of Brooksville Annexations

Mayor Kahler reported the City received a letter from Hernando County objecting to the annexations, ordinance numbers 854, 855, 857, 859 and 862. City Attorney Cliff Taylor reported on Hernando County's objection to the said annexations. He introduced Attorney Jennifer Rey with Hogan's Law Firm who provided an overview of the timeline and critical dates. Notice of ordinances numbers 854 (Grace World Outreach Church property), 855 (Saint Anthony's Catholic Church property), 857 (Griffin Property) and 859 (Hernando County Housing Authority Properties) was provided to Hernando County November 9, 2016. Ordinance number 862 (Brooksville Christian Church), Hernando County received notice on November 24, 2016. Attorney Taylor stated according to the letter received from the County with the objections, no reason was given for the objections. His recommendation is to proceed with moving forward to file suit with the Hernando County.

Council Member Battista requested the City Manager and City Attorney work together to compose a courtesy letter of response to Hernando County. Council Member Kemerer concurred.

Mayor Kahler requested a motion to send a courtesy letter of response to Hernando County.

Motion:

Motion by Council Member Burnett, seconded by Vice Mayor Battista.
Motion carried 5-0.

Citizen Input:

Kojack Burnett addressed the Council indicating they are doing a good job. He noted the upcoming MLK parade celebration.

ITEMS BY COUNCIL

Cliff Taylor, City Attorney

City Attorney Taylor requested an Executive Session prior to the February 1, 2016 Regular Council Meeting. The Executive Session will begin at 5:45 p.m.

City Attorney Taylor reported the City filed an appeal for Red light Camera on Mr. Kirshey; there were two (2) other cases as well, which the City won the appeal. Attorney Taylor will be meeting with Judge Hitzemann and opposing counsel Peyton Hyslop this Wednesday to discuss how to handle future cases as such. In addition, the City filed a Code Enforcement appeal and won the case.

T. Jennene Norman-Vacha, City Manager

City Manager Norman-Vacha reminded Council of the Monday January 11th Business Development Workshop scheduled for 3:00 p.m. A Special Meeting will take place prior to the Business Development Workshop. During the Special Meeting a proclamation will be presented in celebration of Martin Luther King Jr. Day.

City Manager Norman-Vacha reported that she received a telephone call this morning from Mr. Paul Douglas indicating he would like a street closure application in celebration of a MLK Parade. City Manager Norman-Vacha stated Mr. Douglas is requesting a fee waiver as well. City Manager Norman-Vacha stated the street closure application is being expedited. These requests will be presented to Council for approval at the Special Meeting on January 11th at 2:30 p.m.

Mayor Kahler requested that Marty send out an email to Council as a reminder of the 2:30 p.m. Special Meeting. City Manager indicated she will have packet and time change emailed to Council.

William Kemerer, Council Member

Council Member Kemerer stated with the Red Light Camera Program coming to an end the revenue will be gone. He suggested a workshop later in the Spring to pursue road projects; evaluate alternatives water sewer roads and drainage, to fund these projects. Mayor Kahler concurred Council should take the opportunity hold a workshop to include discussion of sidewalks. The City Manager suggested an April 11th workshop to discuss pavement management and sidewalk funding mechanisms. The Mayor and Vice Mayor requested a representative from the Florida League of Cities to be present at the workshop. The City Manager will contact the Florida League of Cities and get back to Council with a set time.

Frankie Burnett, Council Member

Council Member Burnett commented regarding his concerns about the Red Light Camera funds going away at the end of October 2016, emphasizing the roads and sidewalks projects that will need to be funded. He stated Council needs to review options for revenue to fund these projects.

Council Member Burnett stated he was very pleased with Mr. Foster's presentation and efforts as he lobbies on behalf of the City for particular legislative bills, etc. He reported Mr. Foster may also be able to assist the City to possibly obtain funding for the roads and sidewalk projects, including the maintenance thereof.

Council Member Burnett thanked all who participated in providing donations for the Christmas dinners and toys. From those donations, thirty-five (35) people were assisted.

Council Member Burnett commended the City Manager and staff for a job well done. He also stated he appreciates the Council working together.

Betty Erhard, Council Member

Council Member Erhard thanked everyone for attending the Council Meeting. She also thanked the volunteers serving on the advisory boards.

Council Member Erhard congratulated the winners of the Holiday Lights/Best Christmas Decorations Contest.

Robert Battista, Vice Mayor

Vice Mayor Battista reminded all recycling is on Wednesday.

Vice Mayor Battista addressed City Attorney Taylor stating the Red Light Camera settlement agreement required the City to file a document effectuating dismissal of the case; Vice Mayor Battista asked if this had yet been completed. City Attorney Taylor confirmed it has been completed; the case has been dismissed. Vice Mayor Battista asked if the transcripts from the Executive Session are now public record. City Manager Norman-Vacha reported that she believes there is one final step, as a final document to be signed; thereafter the transcripts will be presented to Council for approval and will become public record.

Vice Mayor Battista referenced an article published in Tampa Bay Times regarding funding for projects. In particular the County was asked by our legislative delegation to provide a *wish list* wherein funding may be provided for these projects. Vice Mayor Battista feels the City should look into this funding as well, and have Mr. Foster assist with checking into this for the City. City Manager reported that she has been diligent seeking project funding. She has met with both Representative Ingoglia and Mr. Foster to discuss project funding options; as well as applying for various loans/grants.

Natalie Kahler, Mayor

Mayor Kahler recognized Julia Jinkens and Jan Knowles, both who are past winners chosen to represent the City as the Great Brooksvillian. She thanked them for their dedicated community service.

Mayor Kahler asked Council to inform the City Manager if they would be attending the MLK Parade.

Mayor Kahler stated she was recently interviewed by the Hernando Sun. She was asked what her visionary plans are for the City. Mayor Kahler requested Council to provide an idea or suggestion of something they would like accomplished this year, and to bring their suggestions to the February 1, 2016 Council Meeting.

ADJOURNMENT

There being no further business to bring before Council the meeting adjourned at 9:39 p.m.

City Clerk

Attest: _____
Mayor

CORRESPONDENCE TO NOTE

1. Letter from Kevin Wever
2. Letter from Florida Department of Economic Opportunity
3. Letter from Florida Department of Economic Opportunity
4. Letter from Florida Department of Economic Opportunity
5. Memorandum from Firefighters' Pension Trust Fund



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS/FACILITIES & RECREATION DIRECTOR

SUBJECT: HERNANDO YOUTH LEAGUES, INC. USER AGREEMENT

DATE: SEPTEMBER 12, 2016

GENERAL SUMMARY/BACKGROUND: The City of Brooksville's agreement with the Hernando Youth Leagues, Inc. (HYL) is due for renewal on October 2, 2016.

This agreement is necessary for the HYL Brooksville Girls Softball division to utilize the softball facilities at Tom Varn Park. HYL has partnered with the city and has provided youth programs at Tom Varn Park since 1972.

The HYL Softball division at Tom Varn Park has experienced lower participation numbers over the last few years. It is recommended that the facility/field usage fee of \$1,750.00 annually would not increase from prior years and remain the same. Staff is recommending continuing the agreement for an additional five (5) years, through October 2, 2021, with the option for automatic one (1) year term renewals thereafter.

We do need to correct an oversight error within the current agreement. Section 3(C) entitled Tournament Fees should be corrected to add language requiring HYL to pay "a **\$100** Tournament Fee" along with the existing language requiring a \$25 per team fee for tournaments which are hosted by HYL. This correction adding the \$100 Tournament Fee coincides with and is in agreement with the existing approved Park Fee Schedule.

HYL has indicated interest in continuing at the same terms, (see attached letter from Alan Fields, HYL Softball Director).

BUDGET IMPACT: The budget impact will be additional revenues that will offset a small portion of the Parks Department operating expenditures for operating supplies and utilities used by Hernando Youth Leagues, Inc.

Reviewed by Finance Department: 

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take actions on matters of fiscal benefit and pursuant to Sec. 1.03 and 5.01 of the City's Charter, the City Council is authorized to enter into contracts for use of its facilities.

Reviewed by City Attorney: 

STAFF RECOMMENDATION: Staff recommends that City Council allow for continuation of the user agreement with Hernando Youth Leagues, Inc., for a five (5) year term through October 2, 2021 with the option for automatic one (1) year term renewals thereafter, and with the correction of language adding the \$100 tournament fee to the agreement mentioned above to Section 3 (C) Tournament Fee.

ATTACHMENTS:

1. Current Agreement
2. Proposed Agreement
2. Letter from HYL Softball Director

ATTACHMENT 1

**City of Brooksville
PARKS AND RECREATION
USER AGREEMENT**

This Agreement made and entered into this 4th day of October, 2010, by and between the City of Brooksville, Florida, a Florida municipal corporation (hereinafter referred to as the CITY), and Hernando Youth League, Inc. (hereinafter referred to as HYL).

WHEREAS, the CITY owns two (2) youth softball fields in addition to the Softball Stadium and related facilities located in Tom Varn Park; and

WHEREAS, HYL desires to use the fields and Stadium at various times for a Youth Softball program; and

WHEREAS, organized softball is an intricate component of an active sport program, and supports the City's commitment to providing a broad range of recreational activities for the community.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree, each with the other, as follows:

Section 1. Term. This Agreement shall become effective on the date executed by the CITY and shall run for a period of three (3) years to 2013. The Agreement will automatically be extended for additional one (1) year terms if not earlier terminated as provided for herein.

Section 2. Equipment and Facility Use. HYL may utilize the Stadium, softball field, locker rooms, and the concession stand (collectively referred to as the "Facilities") on days reserved by HYL, and may also operate the concession stand at other times with the approval of the CITY.

- A. *Concession Stand.* HYL will operate the concession stand in accordance both with appropriate health and safety standards, and with all ordinances, statutes, rules, regulations, and other applicable law. Existing kitchen equipment owned by the CITY may be used by HYL; however the kitchen equipment may be removed or replaced at the City's option at any time. Sale, distribution, or consumption of alcoholic beverages is prohibited.
- B. *Softball Fields and Stadium.* HYL will have the option of reserving the softball fields and the stadium provided the Facilities have not been previously reserved pursuant to the agreement between the Hernando County School Board and the CITY, and provided at least one of the three (3) fields are available for open play at least one day each week. The Facilities are provided in an "as is" condition.
- C. *Facility Management.* HYL will be responsible for scheduling, crowd control, operation and cleanliness of the stadium concession areas, and supervising the use of the Facilities when reserved by HYL. The City will be responsible for field preparation, mowing, restrooms, utilities, solid waste disposal and repairs to the Facilities which are not the result of actions caused by the negligence or misuse of HYL.

Section 3. Payment. The following payments and fees shall be required:

- A. *User Fee.* HYL will pay the CITY a user fee in the annual amount of one thousand seven hundred fifty (\$1,750.00) dollars ("User Fee"), for each year of the initial term, to partially offset direct costs for field utilities and facility maintenance and repair. User Fees are due prior to use of the Facilities, but no later than June 1 of each year. If User Fees are not received within thirty days (30) of June 1

each year, HYL may lose use of the Facilities until such time as the User Fee is paid. The User Fee for any renewal term shall be negotiated by the Parties no less than (30) days prior to the renewal date.

- B. *Field Expenses.* In addition to the User Fee, HYL will be charged monthly for the amount of field chalk and paint used for that month ("Field Expenses"). The charge for the chalk will be \$7.50 per 50 lbs. bag and \$42.00 per case of 12, 18 oz. spray cans. Field Expenses shall be paid on or before the first day of the month for that month.
- C. *Tournament Fees.* HYL will also pay a Tournament Fee of twenty-five dollars (\$25) per team for tournaments which are hosted by HYL, such as, but not limited to, Districts, State, and World Series Tournaments. Tournament Fees are to be paid prior to the first day of each tournament.
- D. In the event that Field Expenses and Tournament Fees are not timely paid as set forth herein, HYL may lose use of the Facilities until such time as the Field Expenses and Tournament Fees have been paid.

Section 4. Indemnification and Insurance. HYL shall be solely and entirely responsible for its tortious acts and for the tortious acts of his or her agents, employees, or servants during the performance of this Agreement. HYL 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 HYL, its agents, or employees during performance under this Agreement. As a condition of this Agreement for use of the Facilities, HYL will maintain insurance at all times in the amounts set forth below with the CITY named as Additional Named Insured and as a Certificate Holder.

General Liability in an amount not less than \$500,000; Fire and Property Damage, \$100,000; and Worker's Compensation Statutory Limits plus Employee Liability, \$100,000.

The CITY, in its sole and absolute discretion, reserves the right to require additional lines of coverage in the event activities of HYL on the Facilities change or require such additional coverage.

Section 5. Termination. This Agreement may be terminated by either party on thirty (30) days prior written notice without a penalty or further obligation. HYL agrees to remove any personal property owned by HYL from the Facilities within ten (10) days of the effective date of termination.

Section 6. Default. In the event of a default or breach concerning any provision hereof by either Party, the non-defaulting Party shall give the defaulting Party written notice thereof, and the defaulting Party shall have ten (10) calendar days to cure the default. If such default is not corrected within the time specified, the Parties may attempt to resolve the dispute through alternative dispute resolution.

Section 7. 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 HYL:
Hernando Youth League, Inc.
PO Box 804
Brooksville, Florida 34605

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

With a Copy to:

With a Copy To:

City Attorney
c/o The Hogan Law Firm, LLC
20 S. Broad Street
Brooksville, Florida 34601

Section 8. Law of Agreement. 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 the charging 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.

Section 9. Entire Agreement. Unless otherwise specified herein, this Agreement constitutes the sole and only agreement of the Parties hereto, and supersedes any prior written or oral understandings or agreements between the Parties regarding the subject matter hereof.

Section 10. Waiver. No waiver or estoppel as to or against any Party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly and explicitly concerned, and then only for that occurrence, and not either as to future such occurrences, or as to any other matter or occurrence.

Section 11. Modification and Assignment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. This Agreement may not be assigned, transferred, or pledged by either Party without the other Party's prior written consent.

Section 12. Attorney's Fees. In the event any dispute arises between or among any of the Parties hereto, the prevailing Party in such dispute shall be entitled to recover its attorneys' fees, expenses, and costs, regardless of whether litigation is filed, including, but not limited to, fees for administrative hearings, quasi-judicial hearings, trials, and appeals from any of the same.

Section 13. 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.

Section 14. 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.

IN WITNESS WHEREOF, the City of Brooksville has caused this Agreement to be signed and executed on its behalf by the CITY and HYL.

HERNANDO YOUTH LEAGUE

Tom Brown
Signature
Tom Brown
Printed Name
Vice President
Title
10-5-2010
Date

CITY OF BROOKSVILLE

Lara Bradburn
Signature
Lara Bradburn
Printed Name
Mayor, City Council
Title
10/4/10
Date

[Signature]
ATTESTED to by the City Clerk, Janice Peters
Approved as to form for the reliance of the
City of Brooksville only.
Jenny Cruz
City Attorney

ATTACHMENT 2

City of Brooksville
PARKS AND RECREATION
USER AGREEMENT

This Agreement made and entered into this 3rd day of October, 2016, by and between the City of Brooksville, Florida, a Florida municipal corporation (hereinafter referred to as the CITY), and Hernando Youth League, Inc. (hereinafter referred to as HYL).

WHEREAS, the CITY owns two (2) youth softball fields in addition to the Softball Stadium and related facilities located in Tom Varn Park; and

WHEREAS, HYL desires to use the fields and Stadium at various times for a Youth Softball program; and

WHEREAS, organized softball is an intricate component of an active sport program, and supports the City's commitment to providing a broad range of recreational activities for the community.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree, each with the other, as follows:

Section 1. Term. This Agreement shall become effective on the date executed by the CITY and shall run for a period of five (5) years to 2021. The agreement will automatically be extended for additional one (1) year terms if not earlier terminated as provided for herein.

Section 2. Equipment and Facility Use. HYL may utilize the Stadium, softball field, locker rooms, and the concession stand (collectively referred to as the "Facilities") on days reserved by HYL, and may also operate the concession stand at other times with the approval of the CITY.

- A. *Concession Stand.* HYL will operate the concession stand in accordance both with appropriate health and safety standards, and with all ordinances, statutes, rules, regulations, and other applicable law. Existing kitchen equipment owned by the CITY may be used by HYL; however the kitchen equipment may be removed or replaced at the City's option at any time. Sale, distribution, or consumption of alcoholic beverages is prohibited.
- B. *Softball Fields and Stadium.* HYL will have the option of reserving the softball fields and the stadium provided the Facilities have not been previously reserved pursuant to the agreement between the Hernando County School Board and the CITY, and provided at least one of the three (3) fields are available for open play at least one day each week. The Facilities are provided in an "as is" condition.
- C. *Facility Management.* HYL will be responsible for scheduling, crowd control, operation and cleanliness of the stadium concession areas, and supervising the use of the Facilities when reserved by HYL. The City will be responsible for field preparation, mowing, restrooms, utilities, solid waste disposal and repairs to the Facilities which are not the result of actions caused by the negligence or misuse of HYL.

Section 3. Payment. The following payments and fees shall be required:

- A. *User Fee.* HYL will pay the CITY a user fee in the annual amount of one thousand seven hundred fifty (\$1,750.00) dollars ("User Fee"), for each year of the initial term, to partially offset direct costs for field utilities and facility maintenance and repair. User Fees are due

prior to use of the Facilities, but no later than June 1 of each year. If User Fees are not received within thirty days (30) of June 1 each year, HYL may lose use of the Facilities until such time as the User Fee is paid. The User Fee for any renewal term shall be negotiated by the Parties no less than (30) days prior to the renewal date.

- B. *Field Expenses.* In addition to the User Fee, HYL will be charged monthly for the amount of field chalk and paint used for that month ("Field Expenses"). The charge for the chalk will be \$7.50 per 50 lbs. bag and \$42.00 per case of 12, 18 oz. spray cans. Field Expenses shall be paid on or before the first day of the month for that month.
- C. *Tournament Fees.* HYL will also pay a Tournament Fee of **one-hundred dollars (\$100)** and twenty-five dollars (\$25) per team for tournaments which are hosted by HYL, such as, but not limited to, Districts, State, and World Series Tournaments. Tournament Fees are to be paid prior to the first day of each tournament.
- D. In the event that Field Expenses and Tournament Fees are not timely paid as set forth herein, HYL may lose use of the Facilities until such time as the Field Expenses and Tournament Fees have been paid.

Section 4. Indemnification and Insurance. HYL shall be solely and entirely responsible for its tortious acts and for the tortious acts of his or her agents, employees, or servants during the performance of this Agreement. HYL 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 HYL, its agents, or employees during performance under this Agreement. As a condition of this Agreement for use of the Facilities, HYL will maintain insurance at all times in the amounts set forth below with the CITY named as Additional Named Insured and as a Certificate Holder.

General Liability in an amount not less than \$500,000; Fire and Property Damage, \$100,000; and Worker's Compensation Statutory Limits plus Employee Liability, \$100,000.

The CITY, in its sole and absolute discretion, reserves the right to require additional lines of coverage in the event activities of HYL on the Facilities change or require such additional coverage.

Section 5. Termination. This Agreement may be terminated by either party on thirty (30) days prior written notice without a penalty or further obligation. HYL agrees to remove any personal property owned by HYL from the Facilities within ten (10) days of the effective date of termination.

Section 6. Default. In the event of a default or breach concerning any provision hereof by either Party, the non-defaulting Party shall give the defaulting Party written notice thereof, and the defaulting Party shall have ten (10) calendar days to cure the default. If such default is not corrected within the time specified, the Parties may attempt to resolve the dispute through alternative dispute resolution.

Section 7. 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 HYL:

Hernando Youth League, Inc.
PO Box 804
Brooksville, Florida 34605

If to City:

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

With a Copy to:

With a Copy To:

City Attorney
c/o The Hogan Law Firm, LLC
20 S. Broad Street
Brooksville, Florida 34601

Section 8. Law of Agreement. 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 the charging 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.

Section 9. Entire Agreement. Unless otherwise specified herein, this Agreement constitutes the sole and only agreement of the Parties hereto, and supersedes any prior written or oral understandings or agreements between the Parties regarding the subject matter hereof.

Section 10. Waiver. No waiver or estoppel as to or against any Party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly and explicitly concerned, and then only for that occurrence, and not either as to future such occurrences, or as to any other matter or occurrence.

Section 11. Modification and Assignment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. This Agreement may not be assigned, transferred, or pledged by either Party without the other Party's prior written consent.

Section 12. Attorney's Fees. In the event any dispute arises between or among any of the Parties hereto, the prevailing Party in such dispute shall be entitled to recover its attorneys' fees, expenses, and costs, regardless of whether litigation is filed, including, but not limited to, fees for administrative hearings, quasi-judicial hearings, trials, and appeals from any of the same.

Section 13. 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.

Section 14. 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.

IN WITNESS WHEREOF, the City of Brooksville has caused this Agreement to be signed and executed on its behalf by the CITY and HYL.

<u>HERNANDO YOUTH LEAGUE</u>	<u>CITY OF BROOKSVILLE</u>
<hr/> <i>Signature</i>	<hr/> <i>Signature</i>
<hr/> <i>Printed Name</i>	<hr/> Natalie Kahler <i>Printed Name</i>
<hr/> <i>Title</i>	<hr/> Mayor, City Council <i>Title</i>
<hr/> <i>Date</i>	<hr/> <i>Date</i>
	<hr/> <i>ATTESTED to by the City Clerk,</i> <i>Virginia C. Wright</i>
	Approved as to form for the reliance of the City of Brooksville only.
	<hr/> <i>City Attorney</i>

ATTACHMENT 3



Hernando Dixie League Softball

Alan Field, League Director
Tom Varn Park, Brooksville FL. 34601

Local mailing address:
P.O. Box 12094
Brooksville, FL. 34603
alanf85@gmail.com

September 13, 2016

To the council of the City of Brooksville:

I have conferred with our league board (Hernando Dixie Softball, Brooksville) and we formally accept the new user agreement extending our use of the facilities at Tom Varn Park thru October 2017 along with the correction to the agreement by adding the \$100 Tournament Fee wording.

Signed,

A handwritten signature in blue ink, appearing to read "Alan Field".

Alan Field, League Director
Hernando Dixie Softball



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: VIRGINIA C. WRIGHT, CITY CLERK

SUBJECT: BEAUTIFICATION BOARD – STUDENT REPRESENTATIVE

DATE: AUGUST 16, 2016

GENERAL SUMMARY/BACKGROUND: The Beautification Board has a vacant Student Representative (non-voting) position of a 1-year term of office, September 1, 2016 through September 1, 2017. The City Clerk received an application on August 15, 2016 from Zoe Trapnell for this vacancy. The vacancy is posted on the City's website and publicized.

Appointments to the Beautification Board are appointed by the City Council. Student Representatives serve a 1-year term of office, as amended by Policy No. 4-2008 adopted by City Council October 6, 2008, and are governed by Articles adopted by the Board and approved by City Council.

BUDGET IMPACT: There is no budget impact.

Reviewed by Finance Department:

LEGAL REVIEW: Council has the authority pursuant to per Sec. 2-261 of the City's Code of Ordinances to appoint any advisory board composed of persons who shall be deemed qualified to act in an advisory capacity. Official Policy 4-2008, adopted by the City Council, sets forth the procedure for creation, appointments, reappointments, replacements, and removal from office for advisory board members.

Reviewed by City Attorney:

STAFF RECOMMENDATION: Staff recommends the approval of Zoe Trapnell to serve on the Beautification Board as a Student Representative (non-voting position) and fill the open, 1-year term of office which will expire on September 1, 2017.

ATTACHMENTS: Application



City of Brooksville

Application for Volunteer Board Positions

201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 540-3810
Facsimile: (352) 544-5424

New Application Re-application

- Beautification Board** (4 year terms – 7 members)
- Brooksville Housing Authority** (4 year terms – 7 members)
- CDBG Citizen's Advisory Task Force** (4 year terms – 5 members & 1 alternate)
- Cemetery Advisory Committee** (4 year terms – 7 members – city residency or documented tie to Cemetery)
- Firefighters Pension Trust Fund Board of Trustees*** (2 year terms – 5 members)
- Good Neighbor Trail** (Non-Expiring Terms – 10 members)
- Parks & Recreation Advisory Board** (4 year terms – 7 members & 2 alternates)
- Planning & Zoning Commission*** (4 year terms – 5 members & 2 alternates)
- Police Officers Pension Trust Fund Board of Trustees*** (2 year terms – 5 members)
- Screening Committee** (1 year Terms – 5 members)
- Other:** Beautification Board Student Representative (1 year term)

Name: Trapnell, Zoe Elena
(Last) (First) (Middle)

Address: 116 East Early Street, Brooksville,
FL, 34601

Mailing Address (if different): _____

Business Address: _____

Occupation: unemployed Student @

Occupation: South Sumter High School

Business Phone: _____ Home Phone: (727)-560-3943

Email address: ztrapnell@gmail.com

Do you reside within the City limits? Yes No

Are you a Registered Voter in Hernando County? Yes No Voter ID # _____

Please rank your board preference(s):
1. Beautification Board Student Rep.
2. _____
3. _____

* These positions require City Residency and that a Financial Disclosure Statement be filed with the Supervisor of Elections Office within 30 days of appointment and then subsequently on a yearly basis.

Have you ever served on a volunteer board or in a volunteer capacity with the City of Brooksville before? Yes No If yes, please indicate name of board and dates of service: _____

Why would you like to serve on this board? I think it'd be a wonderful opportunity to have an impact on my community and the way Brooksville is perceived.

What special skills would you bring to this position? My mother is the curator at the May Stringer Heritage Museum and I do the archiving system's docent.

List fields of work experience: Archiving may stringer artifacts, repairing antiques @ home.

List any licenses and/or degrees (location & year): _____

- Local References (Please list three (3)):
1. Morgan Trapnell - (727)-515-5654
 2. _____
 3. _____

Would you have a problem with the meeting dates and times for the board/agency?
 Yes No
If yes, please explain: _____

Signed: Zoe Trapnell Date: 8/11/16

SCHEDULE OF BOARD MEETINGS
[Note - Balance of Boards meet quarterly or as needed]

BEAUTIFICATION BOARD	2 nd TUES of each MONTH (except July & August - 5:00 PM in Council Chambers
BROOKSVILLE HOUSING AUTHORITY	3 rd TUES of each MONTH - 5:00 PM in Council Chambers
PLANNING & ZONING COMMISSION	2 nd WED of each MONTH - 5:30 PM in Council Chambers



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS/FACILITIES & RECREATION DIRECTOR

SUBJECT: EXTENSION OF AGREEMENT FOR SOFT DRINK SERVICES

DATE: September 12, 2016

GENERAL SUMMARY/BACKGROUND: The City's contractor services agreement with The Pepsi Beverages Company to provide soft drink services through vending machines/concessions on Park property and in city facilities expired on July 31, 2016. The expired contract may be extended by mutual agreement for five (5) years with the same terms, which staff is recommending doing. Additionally included for approval is Addendum #1 which provides language for the following;

1. Commission payments to the city;
2. Donations of 50 cases of Pepsi product annually to the city for special events; and
3. Pepsi will be the responsible party for the refurbishing/maintenance of the donated scoreboards by Pepsi under the expired agreement.

BUDGET IMPACT: There will be no negative impact to the city budget; revenues realized from Pepsi during the terms of the agreement can be placed in the McKethan Capital Fund 302 for future capital projects in the Parks, with City Council's approval.

Reviewed by Finance Department: 

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.

Reviewed by City Attorney: 

STAFF RECOMMENDATION: Staff recommends that the City Council consider for approval the extension to the contract services agreement with The Pepsi Beverages Company for an additional five (5) years as outlined in the original agreement along with approval of Addendum #1 that is included. The extension contract will expire on July 31, 2021. Further, staff recommends that any/all revenues realized from Pepsi vending commissions during the five (5) year agreement will be placed in the McKethan Capital Fund 302.

ATTACHMENTS: 1. Addendum #1 to Pepsi Contractor Services Agreement.
2. Agreement for Contractor Services

ATTACHMENT 1

Addendum #1 to Pepsi Contractor Services Agreement

The following should be added to the existing Contractor Services Agreement between the City of Brooksville and The Pepsi Beverages Company for Soft Drink concessions that is being extended for 5 years until 7/31/2021:

- Commissions shall be remitted by Pepsi to the Customer within 30 days of the end of each quarter established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to Customer. Customer agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by Customer in writing within one year of the date such Commissions payment is due. Customer further acknowledges and agrees that it shall not receive any commission payment from Pepsi if Commissions fail to reach a certain threshold amount of \$100 per quarter. The \$100 minimum is for all assets combined. The applicable threshold amounts vary based on the payment period and will be established and communicated pursuant to Pepsi's policies and procedures related to its Full Service Vending business, as may be revised by Pepsi from time to time.
- In consideration for the rights granted to Pepsi herein, and provided that the Customer and the Outlets are in compliance with all the material terms, conditions and performance requirements of this Agreement, a donation of 50 cases of product per year for special events along with:
- The refurbishing/maintenance of all existing scoreboards at Tom Varn Park and Jerome Brown Community Center facilities (dependent on supplies/equipment availability).

ATTACHMENT 2

**AGREEMENT FOR CONTRACTOR SERVICES for
SCOREBOARD AND SOFT DRINK CONCESSION
RFP No.: PR2011-07**

This Agreement made as of this 29 day of, April by and between the City of Brooksville, Florida - (the "CITY"), and The Pepsi Beverage Company, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 490 Champion Dr. Brooksville, FL 34601, phone: 352-796-5444 fax: 352-796-7845.

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 City of Brooksville.

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

ARTICLE 2 - SCHEDULE

This contractor shall commence services on May 1st, 2011 and complete all services by July 31st, 2011.

The term of a contract resulting from this solicitation will be for five (5) years from the date of execution. The contract may be extended by mutual agreement for an additional five (5) year period up to a cumulative total of one hundred and twenty (120) months. The City will notify the Vendor in writing, no later than forty-five (45) days prior to expiration of the Contract as to its desire for extension. Any request by the Vendor for consideration of a price adjustment must be made to the City at the time of renewal, and must only be based on increased costs to the Vendor. Verification of these increases shall be furnished to the City upon request. Any upward price adjustment approved by the City shall impose upon the Vendor the requirement to advise and extend to the City price reductions when costs similarly decrease.

The Vendor agrees to provide up to ninety (90) days additional services at current pricing and with the same terms and conditions when services are re-bid, to allow a smooth transition period before a new contract is in place prior to the expiration of the contract.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed \$ 0, 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 Parks/Facilities and Recreation Department, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

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

ARTICLE 4 - TERMINATION

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

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

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

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

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

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

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

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

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

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

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

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

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 14 - CONTRACT ASSIGNMENT

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

ARTICLE 15 - AMENDMENT

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

ARTICLE 16 - ENFORCEMENT COSTS

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

ARTICLE 17 - AUTHORITY TO PRACTICE

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

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

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

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

ARTICLE 20 - MODIFICATION

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

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

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

ARTICLE 21 - CONTRACT DOCUMENTS

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

- A. Advertisement for Bids.
- B. Special Instructions and Conditions
- C. General Instructions and Conditions
- D. Minimum Technical Specifications
- E. Bid Forms
 - Bid Certification Form
 - Drug-Free Workplace Certification
 - Public Entity Crimes Statement
- G. Addendums (if any)
- H. Performance & Payments Bonds (if required)
- I. Change Orders (if any)

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

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

ARTICLE 22 - VENUE

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

ARTICLE 23 - NOTICE

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

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

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

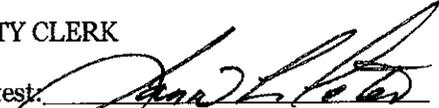
and if sent to the CONTRACTOR shall be mailed to:

Joe Kinley
11301 N 30th St
Tampa, FL 32612

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

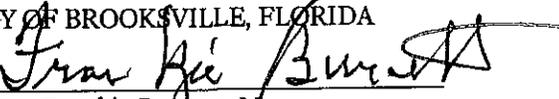
CITY CLERK

Attest:


Janice L. Peters, CMC
City Clerk

CITY OF BROOKSVILLE, FLORIDA

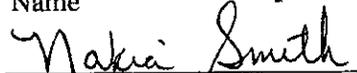
By:


Frankie Burnett, Mayor

Contractor Witnesses:
(2 REQUIRED)

Witness

Nakia Smith
Name


Signature

Witness

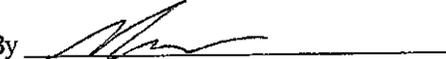
Dewayne Rogers
Name


Signature

Contractor:

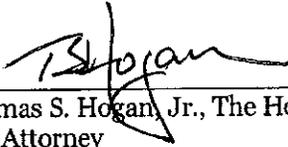
Pepsi Beverages Company
Business Name

By:


Signature

Neil Fowler Channel Manager
Print Name and Title

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


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



**AGENDA ITEM
MEMORANDUM**

City Council
AGENDA ITEM: **FI**
September 19, 2016

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*
FROM: TANNETTE GAYLE, FINANCE DIRECTOR *T. Gayle*
SUBJECT: PUBLIC RISK MANAGEMENT OF FLORIDA (PRM) RENEWAL FOR THE 2017 POLICY YEAR

DATE: SEPTEMBER 12, 2016

GENERAL SUMMARY/BACKGROUND: The City is currently insured through Public Risk Management of Florida (PRM) for property, package policies, liability and workers' compensation coverage. Our current insurance policy year is for one year which is from October 1, 2015 through September 30, 2016.

During the PRM Board meeting on June 17, 2016, rates were discussed regarding the 2017 premium costs. Preliminary renewal numbers from the group estimate an increase in premiums overall on average of approximately ten percent (10%) for the 2017 Policy Year over 2016. This was the estimated premium increase that we have discussed and utilized during the FY2017 budget workshop discussions/documents with City Council.

The 2017 Policy Year coverage renewal has been finalized for the City with a 9.80% increase over the 2016 Policy Year. The following is a breakdown of the premiums as estimated for the City of Brooksville for 2017 Policy Year:

Property and Crime	\$216,094
GL/AL/E&O/LEL	\$201,166
Workers' Compensation	\$259,311
Boiler & Machinery	\$ 2,841
Pollution	\$ 11,155
Less Member Credit	-\$26,131
TOTAL	\$664,436

Representative Andy Cooper will provide presentation of the City's insurance program and coverages. The presentation material is provided as Attachment 1 for your review in advance.

AK **BUDGET IMPACT:** The renewal will have an impact to the FY2017; however, the expected impact/increase was included within the FY2017 adopted budget.

CK **LEGAL REVIEW:** Council has the legal authority to participate in/renew coverages through the Public Risk Management of Florida (PRM) pool. Pursuant to Section 1.03 and 5.01 of the City's charter, the City has the authority to enter into contracts and to negotiate the terms of its contractual obligations.

STAFF RECOMMENDATION: Staff recommends that the City Council approve the 2017 Policy Year insurance coverage/premiums for with Public Risk Management of Florida for October 1, 2016 through September 30, 2017 as presented.

Attachment: 1) Presentation PowerPoint

City of Brooksville Property & Casualty Insurance 2016-2017



www.Ballator.com - www.PRM-FL.com - www.WRMLLC.com

HISTORY OF PRM



- Established 1987
- Began with eight (8) members, today has over 50 members
- Major Objectives:
 - Lower Costs
 - Enhanced Coverage
 - Outstanding Claim and Loss Control Services
 - Stability
 - Self Governed by Members – voting rights
 - Professional and Timely Service



WRM Proprietary & Confidential Document
WRM Proprietary and Confidential Document – 10/05/2015

STATE OF THE MARKET: Work Comp



- Florida Office of Insurance Regulation (OIR) approved a 4.7% rate reduction effective January 1, 2015
- NCCI Recommended a rate reduction of 2.2% which was disapproved by OIR
- Workers' Compensation rates are still lower by 50%+ as compared to 2003
- Two Florida Supreme Court Rulings adversely impact Florida workers compensation costs – *Castellanos* and *Westphal*
- *Castellanos* – Eliminates attorneys fee caps on workers comp that were put into place as part of the 2003 Reform.
- *Westphal* – Eliminates the 104 weeks limitation on Temporary Total Disability. Most Opinions suggest that it now defaults to 260 weeks.
- NCCI estimates a 19.6 increase in workers comp claims costs and rate (This further translates to a 42% increase in legal costs - predominantly due to *Castellanos*)

WORLD
Risk Management
A BAIALATOR COMPANY

WRM Proprietary & Confidential Document

CITY OF BROOKSVILLE



- Member since 2004
- Average Exposures + 9.7% increase over 2008
- PRM 2016 Pricing + 0.1% increase over 2008
- 2008 to 2016 Rate Decrease of -5.5%
- Participation Credits of over **\$475,000** over the last 6 years

WORLD
Risk Management
A BAIALATOR COMPANY

WRM Proprietary & Confidential Document
WRM Proprietary and Confidential Document – 10/05/2015

Recent Coverage Enhancements



- Added Cyber Liability Coverage
- Named Windstorm deductible reduced from 3% to 2%
- Added Terrorism Coverage under the Property Section
- PRM now pays for the Property Appraisal
- Defense costs for Inverse Condemnation added
- Defense costs for Non-Monetary Damages added


World Risk Management
A BALLANTINE COMPANY

WRM Proprietary & Confidential Document

PRM COVERAGES - PROPERTY



TOTAL INSURANCE VALUES:	2016-2017
TOTAL BUILDING VALUES	\$31,583,700
TOTAL CONTENT VALUES	\$2,414,200
DECLARED/PROP IN OPEN	\$2,792,700
EDP Equipment (Hardware)	\$174,400
BUSINESS INTERRUPTION/ EXTRA EXPENSE	\$1,500,000
EQUIPMENT VALUES	\$1,269,105
AUTOMOBILE VALUES	\$3,218,012
RENTAL VALUES	\$80,000
MISCELLANEOUS PROPERTY	\$0
TOTAL INSURABLE VALUES	\$43,032,117


World Risk Management
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WRM Proprietary & Confidential Document
WRM Proprietary and Confidential Document – 10/05/2015

PRM COVERAGES - LIABILITY



Auto Liability	\$2,000,000 per occurrence
General Liability	\$2,000,000 per occurrence
Public Officials	
Errors & Omissions	\$2,000,000 per claim / \$6,000,000 annual aggregate

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PRM COVERAGES - WORK COMP



Workers Compensation	STATUTORY
Employer's Liability	\$3,000,000

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WRM Proprietary and Confidential Document – 10/05/2015

PRM COVERAGES – B&M & CRIME



Boiler & Machinery **\$50,000,000**

Comprehensive form covering boilers, pressure vessel, electrical machines including air conditioning, refrigeration equipment, electrical apparatus and electrical computer or electronic data processing equipment including production machines

Crime

Employee Theft-Per Loss Coverage	\$500,000
Forgery or Alteration	\$500,000
Inside Premises-Theft of Money & Securities	\$500,000
Inside Premises-Robbery, Safe Burglary-Other Prop	\$500,000
Outside the Premises	\$500,000
Computer Fraud	\$500,000
Funds Transfer Fraud	\$500,000
Money Orders and Counterfeit Paper Currency	\$500,000



WRM Proprietary & Confidential Document
WRM Proprietary and Confidential Document – 10/05/2015

PRM COVERAGES – ANCILLARY



- NCCI Flood Insurance
- Aviation Liability
- Pollution Liability
- Cyber Liability
- Statutory AD&D
- Accident Insurance
- Facilities Use Insurance
- Fiduciary Liability



WRM Proprietary & Confidential Document
WRM Proprietary and Confidential Document – 10/05/2015

BENEFITS OF A PRM MEMBER



- Broadest Insurance Coverage Available
- Superior Claims Handling
- Superior Loss Control Services
- State of the Art Online Training Program
- Voting Rights – **One member, one vote**
- **Use of Surplus to lower costs**
- Employment Practices Hotline
- Law Enforcement Hotline
- Immediate Service Response from Broker & Staff
- Long Tenured PRM Staff & WRM Broker Team

WORLD
Risk Management
A BALLANTINE COMPANY

WRM Proprietary & Confidential Document
WRM Proprietary and Confidential Document – 10/05/2015

PRM vs Competitors



Major Coverage Differences Seen Recently:

- Ordinance/Increased Cost of Construction - \$25,000,000 vs 25% of loss
- Flood Coverage - \$50,000,000 vs \$4,000,000 to \$5,000,000
- Flood Deductible - \$1,000 vs \$100,000
- Defense Costs – Inside limit vs Outside limit (can be misleading)
- Prior Acts Coverage – Full Prior Acts vs 3 Years Prior Acts (Huge Coverage Gap – Discuss Sample Scenario)

WORLD
Risk Management
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WRM Proprietary & Confidential Document
WRM Proprietary and Confidential Document – 10/05/2015

HISTORICAL PREMIUMS



Year	2008-2009	2016-2017	Increase/ Decrease
Premium	\$652,433	\$653,280	+0.1%
PROPERTY TIV	\$38,183,390	\$43,032,117	12.7%
# OF AUTOMOBILES	103	107	3.9%
# OF EMPLOYEE	132	127	-3.8%
TOTAL PAYROLL	\$5,192,664	\$5,115,580	-1.5%

It is important to note that while City of Brooksville, and all members of PRM, are experiencing an increase in rates and premiums, the 2016-2017 Renewal Premium is 0.1% above the premiums paid by the City in 2008 while Property Values have increased 12.7% and payrolls have decreased slightly in the same time period. This translates to a -5.5% rate DECREASE since 2008.



WRM Proprietary & Confidential Document



Open Discussion: Questions & Answers

2016 marks 12 years for PRM, and its partnership with the City of Brooksville



WRM Proprietary & Confidential Document
WRM Proprietary and Confidential Document – 10/05/2015

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT AGENCY (CRA)
JOSEPH E. JOHNSTON, III COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

AGENDA

SEPTEMBER 19, 2016

7:00 P.M.

CALL TO ORDER

A. APPROVAL OF MINUTES

Minutes - June 20, 2016

B. REGULAR AGENDA

1. DOWNTOWN BEAUTIFUL PARTICIPATING PARTY AGREEMENT WITH SUNTRUST FOR PROPERTY LOCATED AT THE S.E. CORNER OF JEFFERSON STREET AND ORANGE AVENUE

(a.) Provide direction to staff on the amount to be committed by the CRA for this Project; and (b.) If the amount chosen is less than the total estimated Project cost noted above, authorize staff/consultant to work with third parties to solicit funds to make up the remaining balance; and (c.) If the CRA/City concurs with the terms of the proposed Agreement, authorize the full execution of the Agreement with SunTrust Bank, to enable the CRA/City to move forward with this Project, or provide alternative direction to Staff.

Presentation: CRA Executive Director
Recommendation: Approval of Agreement with SunTrust Bank
Attachments: Memo from CRA Executive Director dated 8/26/2016; Agreement.

2. PROFESSIONAL SERVICES AGREEMENT WITH COASTAL ENGINEERING ASSOCIATES, INC., - CONTRACT EXTENSION

Consideration to authorize the CRA Chairperson to execute the necessary paperwork with Coastal Engineering Associates, Inc., to enable the CRA to enter into this sixth, one (1) year extension utilizing the existing contract specifying the same terms as those negotiated/executed in the original agreement dated November 15, 2010, or provide alternative direction to staff.

Presentation: CRA Executive Director
Recommendation: Approval of a 1 (one) year extension to the 11/15/2010 Professional Services Agreement with Coastal Engineering Associates, Inc.

Attachments: Memo from CRA Executive Director dated 9/19/2016; Sixth Addendum – One (1) Year Extension Agreement; Agreement for Professional Services; Task Order No.1, 2, & 3.

C. ADJOURNMENT

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

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

**CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT AGENCY (CRA)
COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601**

MINUTES

June 20, 2016

8:30 P.M.

Brooksville Community Redevelopment Agency met with Chairman Natalie Kahler and Board Members Robert Battista, Frankie Burnett, Betty Erhard, and William Kemerer. Also present were Clifford A. Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Virginia Wright, City Clerk; Mike Walker, Parks, Facilities & Recreation Director; Tannette Gayle, Director of Finance; Bill Geiger, CRA Executive Director, Steve Gouldman, City Planner; Richard Radacky, Public Works Director; George Turner, Police Chief and David Freda, Fire Chief.

The meeting was called to order by Chair Kahler at 8:37 p.m.

APPROVAL OF MINUTES

Minutes

March 21, 2016 Regular Meeting

Chair Kahler requested a motion to approve the March 21, 2016 CRA Minutes of the Meeting.

Motion:

Motion was made by Board Member Battista seconded by Board Member Burnett to approve the minutes.

Motion passed 5-0

FORM 8B/MEMORANDUM OF VOTING CONFLICT

City Clerk Wright read Form 8b into the record as follows:

Form 8b Memorandum of Voting Conflict for County, Municipal and other Local Public Officers.

Form 8b must be filled out by any person serving at the county, city or other local level of government on an appointed or elected board, council, commission, authority or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143 of the Florida Statutes.

At the March 21, 2016 Community Redevelopment Agency (CRA) Meeting, Chair Kahler declared a conflict of interest. Chair Kahler abstained from voting. Chair Kahler filed Form 8b on March 22, 2016 with the City Clerk. Copies of Form 8b were provided to all CRA Members.

The Disclosure of Local Officer's Interest is as follows: I, Natalie Kahler, hereby disclose that on March 21, 2016 a measure came or will come before my agency which inured to the special gain or loss of my business associate. The measure before my agency and nature of my conflicting interest in the measure is as follows: The contractor, John Cavalier is my direct supervisor at my job at Chinsegut Hill Retreat. Signed by Natalie Kahler and filed with City Clerk Wright, March 22, 2016.

REGULAR AGENDA

1. COMMUNITY REDEVELOPMENT AGENCY (CRA) WATER TOWER BEAUTIFICATION IMPROVEMENT PROJECT

Mr. Geiger, CRA Executive Director reported that on April 16, 2016 the CRA consultant, Coastal Engineering, made a presentation to the City Council regarding the beautification project at the downtown water tower site. The presentation included proposed site improvement details, as well as cost estimates and time table estimates to complete the project. At that time, City Council directed the project be presented to the Good Neighbor Trail Advisory Committee (GNTAC) for their review and recommendations.

Executive Director Geiger stated a special GNTAC meeting was held on May 9, 2016 for review and discussion of the project proposal. The GNTAC approved recommendations, and a motion for those recommendations carried 6-0.

The carried motion is as follows:

- Welcome Structure, that would provide escape from rain events and would be architecturally in keeping with the historic district near this property
- Bike Racks architecturally appropriate in keeping with the historic district (i.e., horse tethered-style)
- Cold Water Fountain with at least 2 or 3 filling stations that would be capable of filling water bottles
- Kiosk
- Site Preparation
- Landscaping
- Paint Existing Building
- Seal/Paint Existing parking
- Provide places to sit

The GNTAC also noted that this project should not detract from the Russell Street/GNT Trailhead or redirect any funding source that could be used for Russell Street improvements.

Executive Director Geiger stated staff has worked with the CRA consultant to prepare a Task Order to move forward with this project if the work and budget is approved by the CRA and City Council. Task Order No. 3 provides for design, bid and construction inspection services.

Executive Director Geiger stated staff is requesting approval of Task Order No. 3 to move forward with and complete the Downtown Water Tower Project, and to approve the budget amendment to reflect the project in the 2015/2016 fiscal year or provide direction to staff otherwise.

Chair Kahler requested a motion.

Motion:

Motion was made by CRA Board Member Battista and seconded by CRA Board Member Kemerer to approve Task Order No. 3 to move forward with and complete the Downtown Water Tower Project, and to approve the budget amendment to reflect the project in the 2015/2016 fiscal year.

Motion passed 5-0

ADJOURNMENT

There being no further business to consider, the Brooksville Community Redevelopment Agency adjourned at 8:45 p.m.

Natalie Kahler, CRA Chair

ATTEST: _____
Virginia Wright, City Clerk



CRA
AGENDA ITEM: B1
September 19, 2016

AGENDA ITEM: I
September 19, 2016

**CITY OF BROOKSVILLE COMMUNITY
REDEVELOPMENT AGENCY
AGENDA ITEM
MEMORANDUM**

TO: COMMUNITY REDEVELOPMENT AGENCY MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: BILL GEIGER, CRA EXECUTIVE DIRECTOR

SUBJECT: DOWNTOWN BEAUTIFUL PARTICIPATING PARTY AGREEMENT
WITH SUNTRUST FOR PROPERTY LOCATED AT THE S.E. CORNER OF
JEFFERSON STREET AND ORANGE AVENUE

DATE: AUGUST 26, 2016

GENERAL SUMMARY: The City of Brooksville Community Redevelopment Agency's Community Redevelopment Plan provides for the Agency to work with property owners to improve public and privately owned properties for visual attraction and/or use by pedestrians in the CRA central business district area. The Community Redevelopment Plan identified specific properties which were prioritized by the CRA for beautification improvement projects, including this property owned by SunTrust Bank that fronts on the S.E. corner of the intersection of W. Jefferson Street and N. Orange Avenue.

City/CRA staff and its consultant have been in the process of negotiating a Participating Party Project Agreement with SunTrust Bank, the owners of this drive-through bank parcel. The Agreement provides and allows for the CRA/City to do an improvement project at the N.W. corner of the property which would provide for bench seating facing both the street view and the mural view of the "Brooksville Doctors" on the back of the Hogan Law Firm building. The Agreement provides for an easement on the SunTrust property that will allow for the construction and public use of the proposed improvement on their property.

This is the first Public/Private Agreement Project that the CRA/City is undertaking. Under the CRA's Commercial Property Exterior Grant Program policy, the CRA may typically commit up to \$10,000 of cost for an improvement project on private property. A preliminary estimate of cost for this Project is \$30,000 (This number includes design). Given the nature of the proposed improvement being completed as an amenity that will benefit and be used by the general public, the CRA may commit to spending up to the full amount for the cost of this project. An alternative that could be considered would be to commit a set amount for the Project that would be funded by the CRA (i.e., \$10,000), with the balance being funded by third party donations/contributions that would be held in escrow until the estimated cost amount for funding the Project is collected and committed.

The trade-off for this alternative is the time it will take to collect the contributions. SunTrust Bank has not committed to be obligated to contribute to the cost of construction for this project. The CRA will need to provide direction to staff on the amount it will fund for this Project.

The Agreement provides for project terms that obligate the CRA to design, permit, construct and oversee the Project. The City is obligated to maintain the Project once it is constructed. SunTrust Bank's obligation is providing easement rights for the Project to be built on their property for the use and enjoyment of the general public.

BUDGET IMPACT: Funding for this CRA project may be provided up to \$30,000 unless the City/CRA directs otherwise. CRA Budget Line Item Account #615-015-515-556-50 would be used for the expense amount the CRA approves. If the CRA approves an amount less than the total estimated project cost, funding may be solicited from the community at large to make up the remaining project cost balance prior to moving forward with construction.

Reviewed by Finance Department: 

LEGAL REVIEW: Pursuant to Section 163.387, Florida Statutes, and Sections 26-32, 26-34 and 26-35 of the City of Brooksville's Code of Ordinances, the City of Brooksville Community Redevelopment Agency, as a dependent Special District, has the authority to take action on items that have been approved within the City of Brooksville Community Redevelopment Plan and CRA budget.

Reviewed by City/CRA Attorney: 

STAFF RECOMMENDATION: (a.) Provide direction to staff on the amount to be committed by the CRA for this Project; and (b.) If the amount chosen is less than the total estimated Project cost noted above, authorize staff/consultant to work with third parties to solicit funds to make up the remaining balance; and (c.) If the CRA/City concurs with the terms of the proposed Agreement, authorize the full execution of the Agreement with SunTrust Bank, to enable the CRA/City to move forward with this Project, or provide alternative direction to Staff.

ATTACHMENTS: 1. CRA/City/SunTrust Bank Participating Party Project Agreement

Prepared by and Return to:

**DOWNTOWN BEAUTIFUL PARTICIPATING PARTY PROJECT AGREEMENT S.E. CORNER
OF JEFFERSON STREET & ORANGE AVENUE**

This AGREEMENT is dated the ___ day of _____, 2016 (the "**Agreement**") between the **CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district duly created and operated pursuant to Chapter 163, Part III, Florida Statutes, with a mailing address of 201 Howell Avenue, Brooksville, Florida, 34601 ("**CRA**"), **SUNTRUST BANK**, a Georgia banking corporation, with a mailing address of 919 E. Main Street, Richmond, VA 23219-4625 ("**Owner**"), and the **CITY OF BROOKSVILLE** with a mailing address of 201 Howell Avenue, Brooksville, Florida 34601 ("**City**").

RECITALS

WHEREAS, in order to implement the goals and objectives of the adopted Community Redevelopment Plan related to the stabilization of the City of Brooksville through the enhancement of pedestrian facilities and the visual appeal of the downtown, the CRA has developed a Downtown Beautiful Plan to work with downtown property owners to improve privately owned properties for visual attraction and/or use by pedestrians in the City's Central Business District; and

WHEREAS, in order to construct streetscape improvements, conceptually depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "**Project**"), on property located at the southeast corner of Jefferson Street and Orange Avenue within Parcel Key # 140653, Brooksville, Florida, and further described in **Exhibit "B"**, attached hereto and incorporated herein by reference (the "**Property**"), the CRA desires to install the aforementioned improvements on the Property; and

WHEREAS, the Owner owns the subject Property, and pursuant to this Agreement desires to have the CRA construct Project improvements on the Property and the City to maintain the Project improvements; and

WHEREAS, the proposed improvements from the Project will enhance the appearance of the streetscape and landscaping along Jefferson Street and Orange Avenue, which will, in turn, benefit the CRA, the City, and the Owner; and

WHEREAS, the cost of construction of the Project is intended to be shared by the CRA and the parties interested in construction of the Project as detailed in Exhibit "D", attached hereto and incorporated herein by reference; and

WHEREAS, the City shall be responsible for the future maintenance of the completed Project, unless the Owner, the City, and the CRA establish another arrangement; and

WHEREAS, the CRA finds that this Agreement is consistent with the Community Redevelopment Plan, and that this Agreement serves a municipal and public purpose;

NOW THEREFORE AND IN CONSIDERATION of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner, the City, and the CRA hereby agree as follows:

1. Incorporation of Recitals. The above-stated recitals are incorporated into this Agreement as if fully set forth herein.
2. Eligible Improvements. The Owner agrees to permit the CRA to install the Project improvements and upgrades to the Easement Area (as defined herein), as depicted in Exhibit "A" and generally described as follows:

Develop a pedestrian rest and informational space that may include benches, kiosk, landscaping, trees or similar features.
3. Construction of Improvements. The CRA shall be responsible for entering into a contract with a qualified contractor to construct the Project.
4. Permits Required. The CRA shall obtain all permits and approvals as may be required by the City and all other applicable agencies in order to commence and complete the Project. The Owner agrees to sign any and all permit or development applications for any permit or approval that may be required by a governmental entity or other entity, in order to complete the Project.
5. Easement. The Owner does hereby grant and convey unto the CRA, the City, and the public, a non-exclusive easement for recreational use and access (the "Easement") through, over, and across the portion of the Property depicted on Exhibit "C" attached hereto and incorporated herein by reference (the "Easement Area"), which Easement shall be permanent except as described in Section 8.c. below.
6. Existing Project Conditions. The CRA acknowledges that the Easement Area will be in "as-is, where-is" condition, without any representation or warranty. The Owner hereby disclaims any and all warranties, expressed or implied, relating in any way to the Easement Area, including, without limitation, any warranty provided for under statutory or common law. The CRA shall promptly repair any damage to the Property caused by the CRA or its contractors or subcontractors and, during construction, shall

maintain the Project area in good condition and free of debris. The CRA shall construct the Project in a manner so as not to unreasonably interfere with the operations conducted at the Property during the construction of the improvement. In no event shall the CRA place any materials, facilities or equipment on any part of the Property outside of the Easement Area without the prior written consent of the Owner.

7. Project Costs. The cost of the construction of the Project shall be in accordance with a cost breakout depicted on Exhibit "D", attached hereto and incorporated herein by reference. Contributions from the interested parties shall be committed directly to the CRA through an acceptable escrow agreement set-up and executed prior to the construction of the Project by the CRA. In no event shall the Owner be obligated to contribute to the cost of the construction of the Project unless the Owner otherwise subsequently agrees in writing to the CRA.
8. Project Participant Terms. The following are the terms of participation concerning this project, unless other arrangements are provided for as an addendum or attachment to this Agreement:
 - a. The CRA shall be responsible for the design, permitting, construction and oversight of this Project. All work performed hereunder shall be performed in a good, workmanlike manner using reputable contractors and shall be completed with reasonable diligence. The City, on behalf of itself and the CRA, shall maintain appropriate and adequate workers' compensation, liability and builders' risk insurance.
 - b. Following completion of construction of the Project, the City agrees to maintain the improvements added to the Easement Area. The City shall maintain, repair, replace or remove its facilities and equipment in a manner so as not to unreasonably interfere with the operations conducted at the Property during maintenance of the improvement. In no event shall the City place any materials, facilities or equipment on any part of the Property outside of the Easement Area without the prior written consent of Owner. In the event the Easement, granted to the CRA and the City under paragraph 5 of this Agreement, is terminated, then the City's obligation under this paragraph 8.b shall also terminate.
 - c. The Project may be removed or demolished under one of the following procedures: (1) The CRA or the City may choose to discontinue the Project and bear the cost of demolition/removal and restoration of the underlying land; (2) the Owner (or future purchaser) may choose to develop the Property, including removal of the Project, in which case they will meet the appropriate landscape & streetscape standards of the City; (3) the Owner may choose to discontinue the Project and construct an alternative feature acceptable to the CRA, with the Owner bearing the cost of demolition/removal and construction of the new feature; or (4) the Owner may choose to discontinue the Project and bear the cost of demolition/removal and restoration of the underlying land, with the Owner reimbursing the CRA for their share of the construction cost of the

Project if this occurs within five (5) years of the completion of the Project construction.

1. In the event the Project is removed or demolished in accordance with 8.c.1, 8.c.2 or 8.c.4, the Easement shall automatically be terminated.
 2. In the event the Project is removed or demolished in accordance with paragraph 8.c.3, and the Project is subsequently reconstructed and continues to be used for the purposes intended by this Agreement, the Easement shall continue.
 3. In the event (i) the construction of the Project does not commence within (1) year after the date of this Agreement or (ii) the construction of the Project is not completed within (1) year after commencement of construction, then in either event the Easement shall automatically be terminated.
 4. The parties hereto agree to execute any documentation reasonably requested by any other party to evidence the termination or limitation of the Easement.
- d. If the Project is still in place when the Owner, or subsequent owner, develops the remainder of the Property (Parcel Key # 140653), the City agrees that the building setback will be zero (0) feet from the Easement Area where fronting Jefferson Street and Orange Avenue. The City also agrees that landscaping improvements within the Easement Area will be credited towards meeting the landscaping requirements for development on the Property (Parcel Key # 140653).
9. Transfer of Property to the City. At any time during this Agreement, with the City and the Owner's concurrence, the Easement Area could be transferred to the City in fee simple for ownership and maintenance.
 10. Appurtenance. The benefits and burdens of this Agreement, including without limitation the Easement, shall run with the title to the Property, and shall bind and benefit the successors and assigns of the Owner.
 11. Governing Laws and Venue. Any claims, lawsuits or disputes that may arise under this Agreement shall be governed by the Laws of the State of Florida, with venue in Hernando County, Florida.
 12. Integration; Amendments. This Agreement constitutes the entire agreement and understanding of the parties. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.
 13. Insurance. During the construction phase of this Agreement, the CRA will insure that any contractor or subcontractor performing work within the Easement Area

maintains 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 vehicles, including rented vehicles, whether such operations be by the contractor, subcontractor or by anyone directly or indirectly employed by any contractor or subcontractor. The contractor or subcontractor shall purchase and maintain a policy or policies of commercial general liability insurance, casualty and extended coverage insurance satisfactory in all respects to the CRA. All policies shall be occurrence form policies and shall name the CRA and the Owner as an additional insured, with the premium thereon fully paid by the contractor or subcontractor 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. The contractor or subcontractor will be required to waive any right to a mechanic's lien against the CRA or the Owner when contracting with the CRA for work on the Property. During the terms of the Easement, the Owner will maintain adequate general liability insurance for the general public use of the Project improvement within the Easement Area.

14. **Hazardous Materials.** The CRA and the City covenant and agree that neither they nor their employees, invitees, contractors, licensees, subtenants or agents shall cause or permit any Hazardous Substances and Materials (as hereinafter defined) to be stored, used, disposed of, or released (either with or without negligence) on or about the Easement Area or the Property. "**Hazardous Substances and Materials**" shall mean those elements or compounds which are defined as hazardous, toxic, pollutant, infectious, or radioactive by any federal, state or local statute, law, ordinance, or regulation and the regulations relating to environmental regulations or hazardous activities, including, without limitation, asbestos, petroleum-based products, explosives and those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resources Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et seq. To the extent permitted by law, and only for that certain time period in which the Easement is valid, the CRA and the City shall and hereby does indemnify the Owner and hold the Owner harmless from and against any and all expense, loss and liability suffered by the Owner by reason of a breach of this Section 14, except for those expenses, losses and liabilities arising from the Owner's own negligence or willful act.
15. **Sovereign Immunity.** Nothing contained herein shall constitute a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes, or to extend the limits of liability or recovery under Section 768.28, Florida Statutes. This provision shall survive any termination of this Agreement.
16. **Liens.** The parties shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or other lien or encumbrance against another party's property, if such lien or encumbrance shall arise in connection with the exercise or fulfillment by a party (or any individual or entity claiming by, through or under such party) of its rights or obligations hereunder.

17. Attorneys' Fees. In the event a party brings suit to enforce any provision of this Agreement against the other party, the losing party shall pay all actual and reasonable court costs, attorneys' fees (including appellate fees), and other expenses incurred by the prevailing party in said litigation.
18. Waiver of Jury Trial. In the event of any litigation between the parties which in any way arises out of this Agreement, the parties hereby agree to waive any right to trial by jury.
19. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
20. Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.
21. Notices. Notices, requests, demands and other communications which are required or submitted under this Agreement shall be in writing and shall be deemed to have been duly given and delivered personally, been sent by telex or telegram, or when mailed, registered or certified first class postage prepaid in the U.S. Mail or e-mail Return Receipt, set forth below:

If to the CRA: Bill Geiger
 City of Brooksville
 Community Redevelopment Agency
 201 Howell Avenue
 Brooksville, Florida 34601

If to the CITY: T. Jennene Norman-Vacha
 City of Brooksville
 City Manager
 201 Howell Avenue
 Brooksville, Florida 34601

If to the Owner: SunTrust Bank
 245 Peachtree Center Ave., 17th Floor
 MC: GA-ATL-0052
 Atlanta, GA 30303
 Attn: Corporate Real Estate and Workplace

22. Counterparts: Delivery. This Agreement may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be

deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this Agreement. Signatures to this Agreement (or to any assignment or amendment to this Agreement) transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. In no event shall any party be obligated hereunder unless and until this Agreement has been fully executed and delivered by all parties hereto.

23. Time of Essence. Time is of the essence with respect to every provision of this agreement whether or not this statement is included within each such provision.

23. Supplemental Actions. All Parties agree to cooperate fully and to execute any supplementary documents and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

24. Dispute Resolution. All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written herein.

CITY OF BROOKSVILLE, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

Attest: _____
CITY CLERK

By: _____
NATALIE KAHLER, CRA CHAIRMAN

Witness: _____

CITY OF BROOKSVILLE, FLORIDA

Attest: _____
CITY CLERK

By: _____
NATALIE KAHLER, MAYOR

Witness: _____

SUNTRUST BANK, a Georgia banking corporation

Witness: 
MILTON

By: 
Kevin Pomet ~~THOMAS CROCIATA~~
First Vice President

Witness: 
MARCIA McCowan

[ACKNOWLEDGEMENTS ON NEXT PAGE]

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by NATALIE KAHLER who is personally known to me or who has produced _____ as identification and who (did) (did not) take an oath.

NOTARY SEAL

My Commission Expires: _____

Signature of Notary

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by NATALIE KAHLER, who is personally known to me or who has produced _____ as identification and who (did) (did not) take an oath.

NOTARY SEAL

My Commission Expires: _____

Signature of Notary

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 1st day of July, 2016, by ~~Kevin Pomet~~, who is personally known to me or who has produced N/A Thomas Czebiata as identification and who (did) (did not) take an oath.

NOTARY SEAL

My Commission Expires: 11-23-2019

Signature of Notary

005547809



Patricia Czesnakowicz
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF938452
Expires 11/23/2019

Patricia Czesnakowicz
Patricia Czesnakowicz

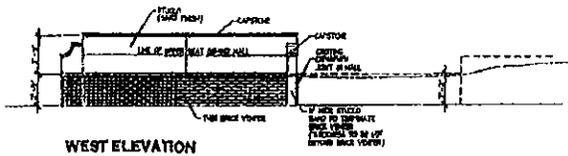
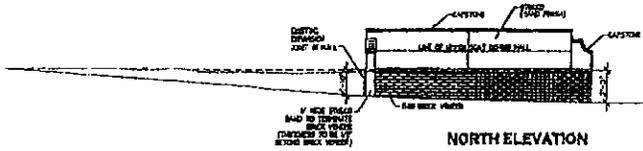
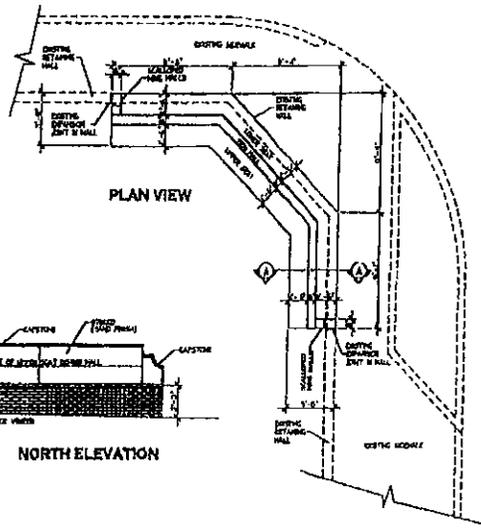
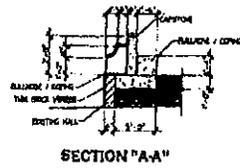


EXHIBIT "A"

DAVID R. MANGO
 DESIGN GROUP, INC.
 CUSTOM HOME DESIGN
 ARCH. PRAC. N.C. REG.
 701 MUSEUM CT.
 BROOKSVILLE, N.C.
 352 844-0848
 DESIGNER'S
 CERTIFICATION
 #1018
 N.C. B.D.C.

www.davidmangodesign.com

PROJECT INFORMATION
DRAWN BY: DRM
DATE: 1/06/16
SCALE: 1/4" = 1'-0"
PRELIMINARY FOR: SUNTRUST BENCH S.E. CORNER OF N. ORANGE & JEFFERSON
SHEET: 1

EXHIBIT B
THE PROPERTY

Brooksville, Town Of -- Block 9, Lots 1 & 2, Section 22, Township 22S, Range 19E

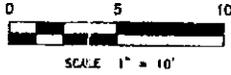
As recorded in Official Records Book 404, page 1260

EXHIBIT "C" - EASEMENT

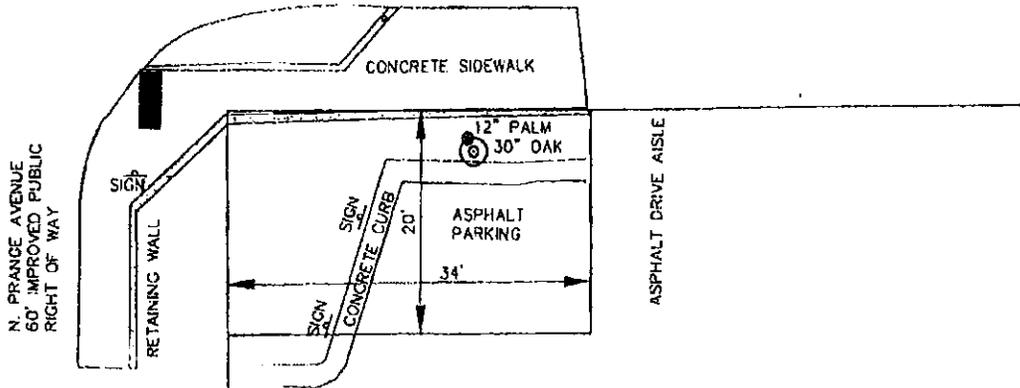
SECTION 22, TOWNSHIP 22 SOUTH, RANGE 19 EAST
HERNANDO COUNTY, FLORIDA

SKETCH OF DESCRIPTION
* NOT A BOUNDARY SURVEY *

THE NORTH 20.00 FEET OF THE WEST 34.00 FEET OF LOT 1,
BLOCK 9, TOWN OF BROOKSVILLE ACCORDING TO THE PLAT
THEREOF RECORDED IN PLAT BOOK 3, PAGE 1, HERNANDO
COUNTY, FLORIDA.



W. JEFFERSON STREET
60' IMPROVED PUBLIC
RIGHT OF WAY



LOT 1
BLOCK 9

SHEET 1 OF 1

Coastal Engineering
Planning
Surveying
Environmental
Construction Management
Engineering Associates, Inc.
968 Candlelight Boulevard - Brooksville - Florida 34601
(352) 766-9423 - Fax (352) 798-8359
EG-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200



Gary W Smith
PREPARED FOR AND CERTIFIED TO:
CITY OF BROOKSVILLE

DATE
08/10/18
13027

EXHIBIT D
PROJECT COSTS

The Project costs will be shared between the CRA and interested third parties in accordance with Section 7 of this agreement. A preliminary opinion of construction cost is provided below:

Brooksville CRA Project Improvements on Southeast Corner of Orange/Jefferson

Preliminary Opinion of Probable Cost

Permitting Allowance	\$750
Concrete & Masonry	\$6,000
Thin Paver & Cap Allowance	\$2,500
Cementitious Coating	\$1,000
Paint	\$400
General Conditions & Insurance	\$2,000
Overhead & Profit	\$1,500
SUBTOTAL:	\$14,150.00
Professional Fees	\$4,888
Contingency @ 15%	\$2,856
TOTAL:	\$21,894

This opinion of construction cost has been prepared from a conceptual exhibit not yet approved by government agencies. It is recommended a follow up cost evaluation be prepared upon completion of final design plans. This opinion is based on 2016 dollars. Actual cost will depend on labor & material cost, competitive market conditions at the time of bidding, final project scope and other variable factors not necessarily under the control of Coastal Engineering Associates. Above costs do not include items not mentioned or referenced herein.

Prepared by: Coastal Engineering Associates
Date: February, 2016



COMMUNITY REDEVELOPMENT AGENCY AGENDA ITEM MEMORANDUM

TO: COMMUNITY REDEVELOPMENT AGENCY MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: BILL GEIGER, CRA EXECUTIVE DIRECTOR

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH COASTAL
ENGINEERING ASSOCIATES, INC. - CONTRACT EXTENSION

DATE: SEPTEMBER 19, 2016

GENERAL SUMMARY: On November 15, 2010, the City of Brooksville Community Redevelopment Agency entered into an Agreement with Coastal Engineering Associates, Inc., to provide Professional Consultant Services on a Task Order basis that may include planning, design, analysis, project management and related services for the benefit of the Community Redevelopment Area.

The term of the agreement was for one (1) year with provisions to extend the term upon mutual agreement for three additional one (1) year terms (Reference Section 1 of the Agreement). Section 1.2 of the Agreement provides for additional term extensions if authorized by the Community Redevelopment Agency (CRA). This would be the sixth addendum to extend the term of the Agreement if it is approved by the CRA.

There have been three Task Orders issued pursuant to this Agreement to date. Task Order No. 1 involved the consultant working with staff to prepare a comprehensive update of the Community Redevelopment Plan. This Task was completed in January 2013. Task Order No. 2 involved four specific projects that included planning and implementation of a Downtown Beautification Program, preparation of a Recreation Master Plan (approved/accepted by the CRA in March 2014), preparation of a Stormwater Master Plan (approved/accepted by the CRA in March 2014) and a Gateway and Wayfinding Signage Plan (Approved by the CRA and is currently in production with a contractor and going through permitting with the FDOT). Task Order No. 3 was just recently approved and is for the design and implementation of an improvement project at a specific, city-owned site (downtown water tower property)

This consultant has its home office in Brooksville which has been a valuable asset in working with them, not only on CRA projects but other City projects as well. They have been knowledgeable and productive in working with staff to accomplish projects.

The Consultant has indicated their agreement to extend the contract as written with no changes. The CRA has three basic options:

1. Extend the contract as written for one (1) additional year.
2. Extend the contract for one (1) additional year with changes (none proposed).
3. Open a formal Bid process and request RFP's to replace the current Consultant.

BUDGET IMPACT: Funding for these CRA services will be provided through the CRA Budget Line Item Account #615-015-515-556-50.

Reviewed by Finance Department: AKB

LEGAL REVIEW: Pursuant to Section 163.387, Florida Statutes, and Sections 26-32, 26-34 and 26-35 of the City of Brooksville's Code of Ordinances, the City of Brooksville Community Redevelopment Agency, as a dependent Special District, has the authority to take action on items that have been approved within the City of Brooksville Community Redevelopment Plan and CRA budget.

Reviewed by City/CRA Attorney: CAI

STAFF RECOMMENDATION: Authorize the CRA Chairperson to execute the necessary paperwork with Coastal Engineering Associates, Inc., to enable the CRA to enter into this sixth, one (1) year extension utilizing the existing contract specifying the same terms as those negotiated/executed in the original agreement dated November 15, 2010, or provide alternative direction to Staff.

ATTACHMENTS:

1. Sixth Addendum - One (1) Year Agreement Extension
2. Agreement for Professional Services
3. Task Order No. 1 dated November 15, 2010
4. Task Order No. 2 dated February 4, 2013
5. Task Order No. 3 dated June 20, 2016

ATTACHMENT 1

**SIXTH ADDENDUM
TO
CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND COASTAL ENGINEERING ASSOCIATES, INC.**

This Sixth Addendum to the Contract and Agreement for Professional Consultant Services is made as of this 19th day of September, 2016, by and between the City of Brooksville Community Redevelopment Agency (the CRA), a dependent special district under the laws of the State of Florida, by and through its duly authorized representative whose address is 201 Howell Avenue, Brooksville, Florida 34601, and Coastal Engineering Associates, Inc. (the CONSULTANT), a Florida Corporation whose address is 966 Candlelight Boulevard, Brooksville, Florida, 34601.

WHEREAS, the CRA has entered into that certain Agreement for Professional Consulting Services on a continuing basis (the "Agreement") dated November 15, 2010; and

WHEREAS, the original term of the Agreement was for one year with the option of extending the term for three (3) additional one (1) year periods, with a provision that would allow for additional term extensions if approved by the CRA, and the current Agreement term is set to expire as of November 15, 2016; and

WHEREAS, the parties desire to extend the term of the Agreement in accordance with Section 1 of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the CRA and the Consultant (collectively, the PARTIES) agree as follows:

1. EXTENDED TERM. Pursuant to Section 1 of the Agreement, the PARTIES agree to extend the term of the Agreement for one year such that the term of the Agreement will expire as of November 15, 2017.

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

**COASTAL ENGINEERING
ASSOCIATES, INC.**

ATTEST:

Witness

By: _____
Cliff Manuel, Jr., P.E.
President

Witness

Date signed: _____

ATTEST:

(Seal)

**CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT
AGENCY**

By: _____
Virginia Wright, City Clerk

By: _____
Natalie Kahler
As its Chairperson

Date signed: _____

Date signed: _____

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

By: _____
Thomas S. Hogan, The Hogan Law Firm,
City/CRA Attorney

Date signed: _____

ATTACHMENT 2

CONTRACT AND AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND
COASTAL ENGINEERING ASSOCIATES, INC.

ADMINISTERED BY
CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
201 HOWELL AVE.
BROOKSVILLE, FL 34601

CONTRACT AND AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND
COASTAL ENGINEERING ASSOCIATES, INC.

THIS AGREEMENT is entered into as of this 15th day of November 2010, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE, BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CRA."

and

COASTAL ENGINEERING ASSOCIATES, INC, a Florida corporation, whose address is: 966 CANDLELIGHT BLVD. BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the CRA wishes to obtain professional consulting services on a continuing basis,
and

WHEREAS, the CONSULTANT is willing to provide such planning services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

- 1.1 This AGREEMENT is to become effective upon execution by both parties, and shall remain in effect for a one (1) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual AGREEMENT for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the CRA for additional extensions.
- 1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this AGREEMENT shall survive until completion of all task authorizations/work orders.

2.0 DESCRIPTION OF SERVICES

- 2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to CONSULTANT any agreement or task order authorization and the

CRA expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

- 2.2 The CRA shall make requests for the CONSULTANT to perform consultant services on a task order basis. The CRA will communicate with CONSULTANT, verbally or in writing, a general description of the task to be performed. The CONSULTANT will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget or lump sum budget to accomplish the task, and send the thus developed "Task Order Proposal" to the CRA. If a site visit by the CONSULTANT is needed to generate the scope document, the CONSULTANT shall request approval prior to visiting the site. The CRA will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the CONSULTANT may include any of the services as provided in EXHIBIT A – PROFESSIONAL CONSULTANT SERVICES.

The CRA will issue a Notice to Proceed to the CONSULTANT. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CRA, the CONSULTANT shall perform the services set forth in the task authorization/work order, which may include, but not be limited to, design, studies, specification preparation, bid evaluation, construction management services, reports, and any additional other services which may be set forth in the task authorization/work order.

- 2.2.1 Notwithstanding the above, for any proposed project in which the CRA estimates the fee to total less than Twenty Five Thousand and No/100 Dollars (\$25,000.00) verbal authorization to proceed may be given to CONSULTANT, and followed within ten working days with a "Letter of Confirmation." Such letter shall be considered as the task authorization.

- 2.3 The CONSULTANT shall provide the CRA'S designated project manager with a monthly progress report of all work accomplished and project deliverables completed. For lump sum budget projects, project progress reports shall accompany all invoices and describe the detailed work tasks completed. For not-to-exceed budget projects, time sheets or labor cost statements for services rendered during the preceding month shall be provided. Each labor summary statement or time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

3.0 CHANGES IN THE SCOPE OF WORK

- 3.1 The CRA may make changes in the services at any time by giving written notice to CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, the CRA and CONSULTANT will negotiate any

change in total cost or schedule of modifications. If the CRA and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and the CONSULTANT shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the CRA'S and CONSULTANT'S designated representatives.

- 3.2 All of the CRA'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this AGREEMENT insofar as they are applicable.

4.0 SCHEDULE

- 4.1 The CONSULTANT shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. The CONSULTANT shall complete all of said services in a timely manner and will keep the CRA apprised of the status of work on at least a monthly basis.
- 4.2 No extension for completion of services shall be granted to the CONSULTANT without the CRA'S prior written consent, except as provided in Sections 3.1 and 19.0 herein.

5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES

5.1 DEFINITIONS:

- 5.1.1 "Hourly rates" as set forth in EXHIBIT B - HOURLY RATES SCHEDULE are to be used as a basis for calculating lump sum or not-to-exceed budget projects for services pursuant to Paragraphs 2.0 and 3.0. These hourly rates shall include wages, salaries, taxes, insurance, overhead and profit. The hourly rates are firm for the initial term, but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the AGREEMENT. Any adjustments to the hourly rates schedule must be mutually agreed to by the CRA and CONSULTANT.
- 5.1.2 "Reimbursable expenses" as set forth in EXHIBIT C - REIMBURSEABLE EXPENSES SCHEDULE are to be used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses shall include, but not be limited to: subsistence, automobile expenses, and other similarly incurred expenses, which are directly or indirectly in connection with the project. Said reimbursable expenses shall be calculated and incorporated into the lump sum or not-to-exceed project budget and will not be billed separately as an additional cost.

In-house copying charges, computer fees, photocopies less than 11-inches by 17-inches, telephone services, faxes, and other similar items shall be considered a portion of the CONSULTANT'S overhead costs and shall not be billed separately to the CRA.

5.1.3 "Deliverables" are defined as reports, findings, specifications, or anything else that is the end product or work performed by the CONSULTANT for the CRA. The CONSULTANT shall, within such time constraints as may be set forth in the work order, submit to the CRA the deliverables as identified in the work order; and the CONSULTANT shall, upon completion of all work, submit to the CRA all information developed in the course of the consulting services. The CONSULTANT shall, upon request by the CRA and upon completion or termination of this AGREEMENT, deliver to the CRA all material furnished to the CONSULTANT, provided the CRA identifies those materials in writing.

5.2 PAYMENT/COMPENSATION:

The CRA agrees to pay or compensate the CONSULTANT for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not-to-exceed cost based upon EXHIBIT B - HOURLY RATES SCHEDULE.

5.2.2 Lump sum cost based upon EXHIBIT B - HOURLY RATES SCHEDULE.

5.3 SERVICES-ADDITIONALPROVISIONS:

5.3.1 Services and expenses of independent associates, consultants and/or subcontractors employed by the CONSULTANT shall be calculated and incorporated into the lump sum or not-to-exceed project budget and will not be billed separately as an additional cost.

5.4 Times of Payments: At monthly intervals, the CONSULTANT shall submit statements for services.

5.4.1. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by the CRA, shall not be in default of any of the terms and conditions of this AGREEMENT and shall provide to the CRA an invoice. The invoice shall be forwarded to the CRA, no more frequently than once per month. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and

specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. The CRA shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from the CONSULTANT. In the event that the CRA disputes any invoice submitted, it shall advise the CONSULTANT, in writing, and said invoice shall not be deemed due and payable under this AGREEMENT.

5.5 Other Provisions Concerning Payments:

5.5.1 In the event of termination by the CRA under Section 18.0 during the performance of the services, payments due to the CONSULTANT up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

5.5.2 Separate invoicing must be submitted for each individual task authorization. Invoices must show a percentage of the worked completed under the task authorization and any reimbursable expenses.

6.0 RIGHT TO INSPECTION

6.1 The CRA or its agents shall have the right to review or observe the services performed by the CONSULTANT.

6.2 No inspection, review, or observation shall relieve the CONSULTANT of its responsibility under this AGREEMENT.

7.0 PROGRESS MEETING

The CRA's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this AGREEMENT. The CONSULTANT'S Project Manager and all other appropriate personnel shall attend such meetings as designated by the CRA's Project Manager.

8.0 SAFETY

8.1 The CONSULTANT agrees to comply with the CRA's published safety standards while on the property of the CRA.

8.2 The CONSULTANT shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

During the term of this AGREEMENT, the CRA shall grant the CONSULTANT reasonable access to the CRA's premises for purposes of fulfilling its obligations under this AGREEMENT.

10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

10.1 The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companies authorized to do business in the State of Florida. Before commencing work, the CONSULTANT must ensure that Certificates of Insurance are provided to the CRA, evidencing such insurance. The Certificates of Insurance must name the CRA as additionally insured, reference the Project name and contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CRA.

10.1.1 Worker's Compensation - The CONSULTANT will provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all of its employees. The limits will be statutory for Worker's Compensation and \$100,000 for Employers' Liability.

10.1.2 Comprehensive General Liability - The CONSULTANT will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) or its equivalent.

10.1.3 Comprehensive Automobile Liability - The CONSULTANT will provide coverage for all owned and non-owned vehicles for limits of not less than \$500,000 CSL or its equivalent.

10.1.4 Professional Liability Insurance - The CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance coverage must be provided in an amount not less than \$1,000,000 that protects the CONSULTANT to the statutory limits applicable to professional liability.

Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of service performed by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one

(1) year after the completion of construction and acceptance of facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto. The CONSULTANT will also cause professional associates and sub-consultant's retained by the CONSULTANT for the Project to procure and maintain comparable professional liability insurance coverage.

- 10.2 The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CRA, its officers, directors and employees (collectively, CRA) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this AGREEMENT and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable.

The CRA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CRA's negligent acts in connection with the consulting services and the acts of its contractors, subcontractors or consultants or anyone for whom the CRA is legally liable.

Neither the CRA nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

The CONSULTANT shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this AGREEMENT.

12.0 REPRESENTATIONS

- 12.1 The CONSULTANT represents that the services provided hereunder shall conform to all requirements of this AGREEMENT; shall be consistent with recognized and sound professional Planning & Engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 12.2 The CONSULTANT represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

- 12.3 Subject to the provisions of this Section, should CONSULTANT breach the warranties set forth herein, the CRA shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the CONSULTANT completes its services under any task authorization entered into hereunder, and the CONSULTANT'S services are non-complying, defective, or otherwise improperly performed and the CRA notifies the CONSULTANT in writing that a defect, error, omission or noncompliance has been discovered in the CONSULTANT'S services, the CONSULTANT shall, at the option of the CRA: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to the CRA; b) refund the amount paid by the CRA attributable to such non-complying, defective or otherwise improperly performed services; or c) if the CONSULTANT fails to take action under a) above, the CONSULTANT will at its sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by the CONSULTANT are those expressly enumerated in this section. Any other statements of fact or descriptions expressed in the AGREEMENT or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

13.0 GUARANTEE AGAINST INFRINGEMENT

The CONSULTANT guarantees that all services provided under this AGREEMENT shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this AGREEMENT, the CONSULTANT shall indemnify, hold harmless, and defend the CRA, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this AGREEMENT. Notwithstanding the foregoing, the CONSULTANT may elect to provide non-infringing services.

14.0 DOCUMENTS

- 14.1 Upon the CRA's or its designated Project Manager's request, at any time during the term of this AGREEMENT or upon completion or termination of this AGREEMENT, the CONSULTANT shall provide the CRA or its designated Project Manager with a copy of all documents and electronic files prepared by the CONSULTANT under this AGREEMENT or any Task Order Authorization hereunder. The CRA understands that re-use of any documents for any other purposes, shall be at the CRA's own risk.

Notwithstanding any provision to the contrary contained in this AGREEMENT, the CONSULTANT shall retain sole ownership to its preexisting information

including but not limited to computer programs, software standard details, figures, templates and specifications.

When transferring data in electronic media format, the CONSULTANT makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the CONSULTANT at the beginning of the project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by the CRA.

- 14.2 The parties acknowledge that the CRA is a Florida dependent special district and subject to the Florida Public Records Law.

15.0 ASSIGNMENT

- 15.1 If any part of this AGREEMENT is subcontracted by the CONSULTANT, the CONSULTANT shall be fully responsible to the CRA for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.2 If the CRA determines that any subcontractor is not performing in accordance with this AGREEMENT, the CRA shall so notify the CONSULTANT who shall take immediate steps to remedy the situation.
- 15.3 If any part of this AGREEMENT is subcontracted by the CONSULTANT, prior to commencement of any work by the subcontractor, the CONSULTANT shall require the subcontractor to provide the CRA and its affiliates with insurance coverage as set forth within Section 10 of this Agreement.

16.0 INDEPENDENT CONSULTANT

At all times during the term of this AGREEMENT, the CONSULTANT shall be considered an independent CONSULTANT. It is understood that CONSULTANT is an independent consultant and not an agent or employee of the CRA for any purpose including, but not limited to, federal tax and other state and federal law purposes. The CONSULTANT assumes responsibility for payment of all federal, state and local taxes imposed or required of the CONSULTANT under unemployment insurance, Social Security and income tax laws. CONSULTANT shall be solely responsible for any worker's compensation insurance required by law and shall provide the CRA with proof of insurance upon demand. The parties agree that the CRA shall not: (a) pay dues, licenses or membership fees for CONSULTANT; (b) require attendance by CONSULTANT, except as otherwise specified herein; (c) Control the method, manner or means of performing the

Scope of Work under this AGREEMENT, except as otherwise specified herein; or (d) Restrict or prevent CONSULTANT from working for any other party. Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

17.0 DEFAULT

If during the term of this AGREEMENT, the CONSULTANT shall be in default of any of the material provisions of this AGREEMENT, the CRA may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until the CRA gives written notice of the default to CONSULTANT with at least ten (10) days to cure such default. If the CONSULTANT fails to correct such delinquency or default within thirty (30) days of suspension by the CRA, the CRA may terminate this AGREEMENT.

18.0 TERMINATION

Notwithstanding any other provision of this AGREEMENT, the CRA may, upon written notice to the CONSULTANT, terminate this AGREEMENT if: a) at any time during the term of this AGREEMENT there will be filed by or against CONSULTANT in any court, pursuant to any statute, a petition in bankruptcy or insolvency for reorganization or for the appointment of a receiver to receive all or a portion of CONSULTANT'S property; b) The CONSULTANT makes a general assignment for the benefit of its creditors; c) The CONSULTANT fails to comply with any of the conditions or provisions of this AGREEMENT; d) The CONSULTANT is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this AGREEMENT, without prejudice to any other right or remedy the CRA may have under this AGREEMENT. In the event of such termination, the CRA shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this AGREEMENT, for work, properly performed prior to the effective date of termination; or e) The CRA may at any time and for any reason terminate CONSULTANT services and work at the CRA's convenience. Upon receipt of such notice, the CONSULTANT shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination for convenience, the CONSULTANT shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by the CONSULTANT as are permitted by this contract and approved by the CRA; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the CONSULTANT prior to the date of the termination of this Agreement. The CONSULTANT shall not be entitled to any claim or claim of lien against the Owner for any additional compensation or damages in the event of such termination and payment.

19.0 FORCE MAJEURE

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by Force Majeure, which may include but not be limited to: fire, flood, windstorm, explosion, riot, war, sabotage, strikes, extraordinary breakdown of or damage to the CRA's affiliates' generating plants, equipment or facilities, court injunction or order, federal and/or state law or regulation, order by any regulatory agency, or cause or causes beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days or more, either party may terminate this AGREEMENT.

20.0 GOVERNING LAW & VENUE

This AGREEMENT is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in the state circuit and appellate courts in and for Hernando County, Florida. The Agreement is consummated in Hernando County, Florida.

21.0 HEADINGS

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this AGREEMENT.

22.0 SEVERABILITY

In the event any portion or part of this AGREEMENT is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this AGREEMENT. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, condition, or provision of this AGREEMENT shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this AGREEMENT shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the CRA and CONSULTANT.

25.0 PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this AGREEMENT.

26.0 ENTIRE AGREEMENT

This AGREEMENT, including the schedules, attachments, appendixes and exhibits attached hereto, and any Task Authorization executed in furtherance of this AGREEMENT constitutes the entire AGREEMENT between the CRA and CONSULTANT with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 SOVEREIGN IMMUNITY

Nothing contained in the AGREEMENT shall be construed as a waiver of the CRA's rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CRA's potential liability under state or federal law.

28.0 NOTICE

Any notices required to be given by the terms of this AGREEMENT shall be delivered by hand or mailed, postage prepaid to:

CRA: Bill Geiger, Executive Director
City of Brooksville CRA
201 Howell Ave.
Brooksville, Florida 34601

CONSULTANT: Cliff Manuel, Jr. P.E.
Coastal Engineering Associates, Inc.
966 Candlelight Blvd.
Brooksville, Florida 34601

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

29.0 ATTORNEYS' FEES

In the event a suit or action is instituted to enforce or interpret any provision of this AGREEMENT, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees, and costs, at trial or on any appeal, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above:

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT
AGENCY, HERNANDO COUNTY,
FLORIDA

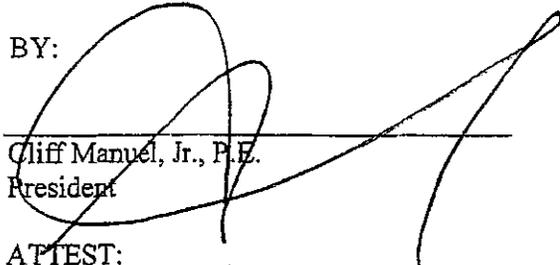
COASTAL ENGINEERING
ASSOCIATES, INC.

BY:



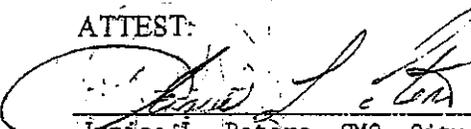
Lara Bradburn, CRA Chair

BY:



Cliff Manuel, Jr., P.E.
President

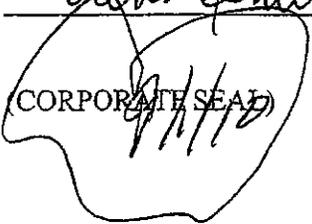
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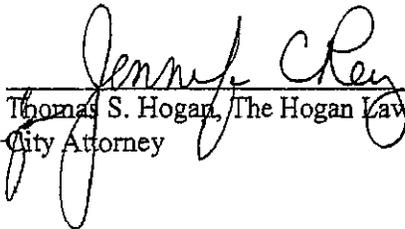
Janice L. Peters, CMC, City Clerk

ATTEST:



(CORPORATE SEAL)


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



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

EXHIBIT A.

PROFESSIONAL CONSULTANT SERVICES

The Scope of Services generally to be provided by the CONSULTANT may include any of the services as provided in CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY (CRA) PHASE 2 STREETScape REQUEST FOR QUALIFICATIONS RFQ NO. 2010-05 and identified as PROFESSIONAL CIVIL ENGINEERING/PLANNING CONSULTING SERVICES.

These services include but are not limited to professional consulting services to the CRA for work related to updating the adopted Community Redevelopment Plan and preparing design drawings, permitting and project/construction management for implementation of a Phase-2 streetscape project for enhancements within the CRA. Elements of work may consist of modifying/updating a Redevelopment Plan that will meet the goals and needs of the CRA and the local stakeholders within the Community Redevelopment Area, and subsequently designing, permitting and providing construction oversight for implementing a streetscape project. Services may include:

- Public Involvement;
- Multimodal transportation planning;
- Stormwater planning;
- Parking analysis;
- Traffic operations, traffic calming;
- Signal design;
- Structural design;
- Utility Infrastructure (including underground design);
- Roadway assessment;
- Capital improvements plan;
- Agency coordination/permitting;
- Infrastructure evaluation/review;
- Street design;
- Hardscape enhancement design;
- Softscape enhancement design;
- Environmental Engineering;
- Project Management;
- Grant Writing; and other miscellaneous professional services that the CRA may desire.

The Consultant will work with CRA staff and local stakeholders to develop the next phase of improvements within the CRA. This effort will consist of developing a conceptual phase plan that meets the CRA's budget and goals. Upon CRA approval of the concept for the next phase, the Consultant will develop construction plans to bid and implement the improvements.

The Consultant may be required to represent the City of Brooksville CRA in matters involving or relating to other governmental entities at the local, state, or national level.

EXHIBIT B.

HOURLY RATES SCHEDULE

Principal Engineer/Principal Architect/Expert Testimony\$250.00

ENGINEERING

Principal Engineer* (*Environmental/Transportation/Drainage*)\$155.00
Senior Project Manager\$140.00
Project Manager\$115.00
Senior Project Engineer\$135.00
Project Engineer\$ 95.00
Senior Designer\$ 85.00
Designer\$ 70.00
Technician\$ 50.00

*(Professional Engineer Registered in the State of Florida)

ENVIRONMENTAL

Principal Environmental Scientist\$155.00
Project Manager\$120.00
Senior Environmental Scientist\$105.00
Environmental Scientist II\$ 75.00
Environmental Scientist I.....\$ 70.00

PLANNING

Principal/Project Director\$195.00
Senior Project Specialist \$159-190.00
Project Manager/Principle Planner\$140.00
GIS Director.....\$138.00
Senior Transportation Planner\$129.00
Senior Urban Designer/Planner\$111.00
Urban Designer/Planner.....\$ 94.00
GIS Analyst / Transportation Planner.....\$ 88.00
Planner/ Designer.....\$ 78.00
Graphics Designer.....\$ 79.00

CONSTRUCTION REVIEW

Senior Project Manager.....\$140.00
Project Manager\$115.00

EXHIBIT B.

HOURLY RATES SCHEDULE

Construction Manager	\$ 90.00
Senior Field Representative	\$ 77.00
Field Representative.....	\$ 65.00

ARCHITECTURAL

Project Architect	\$130.00
Architectural Project Manager	\$115.00
Site Planner	\$105.00

SURVEYING

Expert Witness	\$175.00
Senior Land Surveyor	\$105.00
Land Surveyor	\$ 90.00
Project Surveyor/Crew Coordinator	\$ 85.00
Survey Crew (4 Person).....	\$155.00
Survey Crew (3 Person).....	\$132.00
Survey Crew (2 Person).....	\$105.00
Survey Crew (1 Person).....	\$ 72.00
Senior Survey Technician	\$ 77.00
Survey Technician	\$ 55.00

SUPPORT PERSONNEL

Administrative Support.....	\$ 60.00
Administrative Clerk.....	\$ 45.00
Office Intern.....	\$ 35.00
General Laborer	\$ 25.00

EXHIBIT C

REIMBURSABLE EXPENSES SCHEDULE

FOAM BOARD \$ 8.00/PER BOARD

AERIALS (COLOR)

24" X 36"	\$25.00/EA.
30" X 36"	\$35.00/EA.
36" X 48"	\$50.00/EA.

ELECTRONIC MEDIA (Diskette/CDs) \$15.00/EA

CONCRETE MONUMENTS \$25.00/EA.

SIGN ASSEMBLY \$10.00/EA.

ATTACHMENT 3

TASK ORDER NO. 1
CRA PLAN AND 5-YEAR CAPITAL IMPROVEMENT PLAN UPATE
UNDER THE
CONTRACT AND AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND
COASTAL ENGINEERING ASSOCIATES, INC.

THIS TASK is entered into as of this 15th day of November 2010, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE, BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CRA"

AND

COASTAL ENGINEERING ASSOCIATES, INC, a Florida corporation, whose address is: 966 CANDLELIGHT BLVD., BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CONSULTANT."

IN ACCORDANCE WITH

The *CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY AND COASTAL ENGINEERING ASSOCIATES, INC*, dated Nov. 15, 2010, which Agreement is incorporated herein as if set forth in haec verba.

DESCRIPTION

The CRA desires to update Appendix C – The Community Redevelopment Plan of the City of Brooksville Revitalization Plan (Plan) to incorporate other available studies, market research, and public input, and the CONSULTANT's expertise and experience with successful downtown redevelopment projects, pedestrian-oriented communities, urban traffic/transportation planning, and mixed-use and residential development that is compact, sustainable and contributes to economic, social and cultural diversity.

The Plan update will include projects and initiatives and other adopted strategic plans and goals identified and recommended by the CONSULTANT and approved by the CRA.

SCOPE OF SERVICES

The CONSULTANT will provide the following services:

- 1.0 Data Review and Project Identification (approximately 4 weeks - 60 hrs)
 - 1.1 Information Gathering with Stakeholders.
 - 1.2 Review of Existing Plans/Studies and Development Regulations.
 - 1.3 Demographic Market Assessment
 - 1.4 CRA Team and Public Workshop(s).
 - 1.5 Prepare/present Summary of Findings and Recommendations to the CRA Project Manager and CRA. (Includes conceptual outline of capital improvement strategy and projects for CRA's acceptance).
- 2.0 Preliminary Plan Update Draft (75%) Report based on CRA and CRA Project Manager approved recommendations. (approximately 6 weeks – 80 hrs)
 - 2.1 Prepare Plan Amendments and Addendums.
 - 2.2 Prepare Capital Improvement Projects and Implementation Strategies.
 - 2.3 Prepare Project Funding Strategy and Options.
 - 2.4 Review and approval by CRA Project Manager (may include review and input from others as deemed appropriate by the CRA Project Manager).
- 3.0 Final Report/CRA Board Adoption (approximately 4 weeks - 60 hours)
 - 3.1 Prepare Final Report for CRA Acceptance.
 - 3.3 Preparation of materials for Plan amendment in accordance with Florida Statutes.
 - 3.3 Public Presentation(s) to CRA Board
 - 3.4 Post Approval Update/Final Report Delivery to CRA Project Manager

SCHEDULE OF FEES

CRA agrees to pay or compensate the CONSULTANT the following not-to-exceed fee(s) in performance of the SCOPE OF SERVICE as provided in this TASK ORDER NO. 1.

Sub-Tasks 1.0, 2.0 and 3.0:

Total Fee: \$30,000.00

IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 1 on the date first indicated above:

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT
AGENCY, HERNANDO COUNTY,
FLORIDA

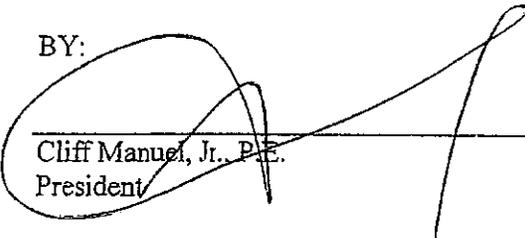
COASTAL ENGINEERING
ASSOCIATES, INC.

BY:



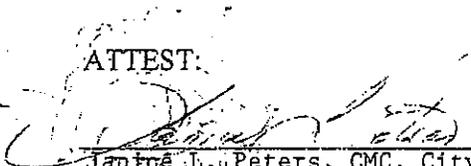
Lara Bradburn, CRA Chair

BY:



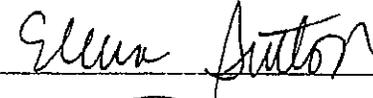
Cliff Manuel, Jr., P.E.
President

ATTEST:



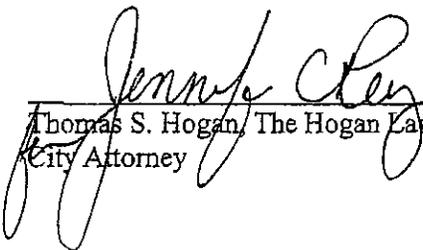
Janice L. Peters, CMC, City Clerk

ATTEST:



(CORPORATE SEAL)


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



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

ATTACHMENT 4

TASK ORDER NO. 2
CRA PLAN CAPITAL IMPROVEMENT PROGRAM IMPLEMENTATION
UNDER THE
CONTRACT AND AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND
COASTAL ENGINEERING ASSOCIATES, INC.

THIS TASK is entered into as of this 4th day of February, 2013, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE., BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CRA"

AND

COASTAL ENGINEERING ASSOCIATES, INC., a Florida corporation, whose address is: 966 CANDLELIGHT BLVD., BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CONSULTANT".

IN ACCORDANCE WITH

The CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY AND COASTAL ENGINEERING ASSOCIATES, INC. dated November 15, 2010, which Agreement is incorporated herein as if set forth in haec verba.

DESCRIPTION

The CRA desires to implement projects identified within the 2012-13 fiscal year in the Capital Improvements Program of the Community Redevelopment Plan. Several of those projects require services of the CRA consultant. The scopes and fees are described by project under Scope of Services.

SCOPE OF SERVICES

The CONSULTANT will provide the services listed below. Each of the projects listed in the scope will be subject to input, review and final approval by the CRA.

1. Downtown Beautiful

The CRA desires to extend the scope of its Downtown Beautiful Program by visually and/or functionally improving "spaces" and "features" within the downtown area. The objective is to create places that will be attractive to pedestrians and bicyclists visiting the City. These projects are identified as A-O on the Downtown Beautiful Program Project Locations Map in the Community Redevelopment Plan and described under the CIP Near Term Projects.

- 1.1. Meet with CRA staff to review projects listed as A-O in the CRA Community Redevelopment Plan and develop a priority list for further analysis;
- 1.2. Meet with the City of Brooksville's Beautification Board to review the program and elicit input on the project priority list. The Beautification Board will be also be provided with status updates and will be given the opportunity to participate in and contribute to decisions made concerning the "Downtown Beautiful Program" projects.
- 1.3. Prepare a summary project description for up to ten projects prioritized in the meeting with CRA staff. One of the projects receiving a summary project description will be a tree planting plan;

- 1.4. Meet with property owners that are integral to each of the priority projects to determine their respective interest and participation in teaming with the CRA to accomplish the identified projects;
- 1.5. Prepare a conceptual layout and preliminary cost estimate for up to six projects prioritized by the CRA staff and determined as feasible after discussions with property owners;
- 1.6. Coordinate with CRA staff and attorney in preparation of a joint participation agreement with private property owners for three priority projects;
- 1.7. Prepare detailed specifications for up to three (3) priority design/build projects;
- 1.8. Secure required permits for each of the three projects; and,
- 1.9. Construction surveillance and related as-built survey services will be scoped as a separate task order once the three projects have been selected.

2. Recreation Master Plan

The provision of recreational opportunities for residents and visitors is an important element of the Community Redevelopment Plan. With several major resources, including Hernando Park and the Good Neighbor Trailhead, downtown Brooksville has the potential to create a unique recreational palette. It is important to maximize the potential of those resources, tie in other open space and facilities, coordinate with other public and private entities and use the synergy provided in other CRA efforts, such as the Downtown Beautiful, Wayfinding Signage and Stormwater Master Planning. The objective is to create a plan that is dynamic and value-oriented, providing pertinent information and guidance.

- 2.1. Prepare an assessment of existing recreational facilities within downtown Brooksville;
- 2.2. Prepare a draft recreation master plan for review by the CRA which incorporates pedestrian and bicycle friendly connection from the CRA to the Good Neighbor Trail;
- 2.3. Prepare a final recreation master plan and cost estimate for implementing said plan for CRA acceptance; and,
- 2.4. Hold a public meeting with the CRA for review and approval of the recreation master plan.

3. Stormwater Master Plan

The available open space in the downtown area provides an opportunity to address both water quality and stormwater retention. A master stormwater system for the CRA could handle stormwater for all remaining developable parcels, alleviating the need for individual sites to utilize valuable space to provide needed treatment and retention. The master stormwater plan details how stormwater will be transported downstream to open areas within the City and County, providing treatment and storage consistent with applicable regulations and establishing best management practices to assure the environmental integrity of the historic downtown area. The City of Brooksville and Hernando County desire to seek cooperative funding from SWFWMD to improve water quality within the Community Redevelopment Area and certain adjacent regions (to be determined). Consultant, using downstream Best Management Practices (BMPs), conceptualized in the South Brooksville Improvements Project shall provide water quality treatment calculations and related design criteria to allow future infill and redevelopment projects within the city CRA and certain designated adjacent areas. Permitting will conceptualize build out conditions and propose methods to improve stormwater discharge water quality such that master planned stormwater storage facilities can provide a level of efficiency to the treatment function and alleviate a portion of the development permitting requirements that landowners within the affected areas currently face.

In coordination with Hernando County, the Scope of Work established in Exhibit A and related cost matrix (shown in Exhibit B) should be completed based on the above CRA input. Funding for the work is anticipated to be from a county wide income for drainage projects associated with the adopted Best Management Practices of SWFWMD. Projects would also qualify for potential co-funding by SWFWMD where regional benefits are identified.

4. Downtown Gateway Improvements & Wayfinding Signage

Downtown visitation can be greatly improved through defining a sense of arrival and by providing clear directional signage for visitors to major attractions, civic areas and parking facilities. Brooksville is located at the center of major crossroads, with major gateways such as at Cortez Boulevard and Jefferson Street, Broad Street, Ponce de Leon Boulevard and Cobb Road. Visitors using these gateways would benefit greatly from better signage using monument or pole mounted signage to better identify the location and components of Downtown Brooksville. These signs would reduce guesswork and improve the visitor's overall experience navigating to their desired destination(s). In order to be most effective, the signage plan should be prepared addressing location, design, contents, cost and synergy with other CRA and City endeavors.

The purpose of this project is to develop a way-finding and identity system to guide and connect residents and visitors to key points of interest located within Downtown Brooksville. The system will be designed to project a consistent image, ease vehicular congestion, and promote walking, bicycling and mass transit. (See Exhibit C for example of deliverables to be provided.)

The following tasks provide a basic structure and approach to the planning and design of the project:

Task 1. Background Review and Analysis

- Review and evaluate the effectiveness of existing roadway signage and terminology;
- Identify gateways, districts, major areas, points of interest and destinations;
- Meetings with city staff and downtown businesses to review program criteria: pedestrian requirements, primary and secondary routes, circulation, districts/zones, transition points, decision points, information hierarchy, terminology/nomenclature, audience considerations, daytime vs. evening travel, design criteria, image, marketing goals, functional requirements, flexibility, vandal resistance, and maintenance;
- Tour and photograph the study area;
- Review existing data and studies. Coordinate activities with the overall goals and strategies for the CRA, and previous way-finding/gateway activities in downtown; and,
- Summarize and present preliminary findings and recommendations based on wayfinding analysis.

Task 1 Deliverable: Way-finding Analysis summary and presentation.

Task 2. Programming - Sign Placement and Messages

- Prepare preliminary sign location plans, typical messages and general sign types. Including gateway signage;
- Review with City staff, including in the field if needed; and,
- Revise and present message schedule and sign types and location plan for review and approval by City of Brooksville and Downtown CRA representatives.

Task 2 Deliverable: Based on working meetings and project reviews, a message schedule will be developed and submitted for final approval. This will include typical sign locations, messages/terminology and required sign types.

Task 3. Schematic Design

- Research information, data, imagery and historically relevant materials to formulate signage concepts;
- Develop schematic sign designs, including gateway signage design (2 or 3 alternatives);
- Presentation of proposed signage system. This would include typical sign types and systems, location, size, shape and colors; and,
- Submittal of a preliminary cost estimate for signage and gateway improvements will also take place during this phase.

Task 3 Deliverable: One (1) formal presentation and ten (10) color copies/ 11" x 17" and electronic submittal of same.

Task 4. Design Development

- Refine or revise selected option for signage design, including gateway signage;
- Finalize functional aspects of program, size, materials, contrasts, nomenclature, typography, symbols, hardware, architectural elements, placement, construction details, mounting methods and installation;
- Coordinate with other consultants for landscape design, lighting, traffic and structural;
- Present for final review and approval [includes one (1) open house]; and,
- Review in the field all locations with the city.

Task 4 Deliverable: One (1) formal presentation for approval and one (1) community open house. A Design Development package will be provided detailing general information regarding material, color, finish, typography, Installation and sign size. (15 color copies/ 11" x 17") and electronic submittals.

Task 5. Documentation - Bid Documents

- Design Intent Drawings and material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details, installation methods, colors and locations;
- Technical Specifications describing materials, products, submittals, coordination, execution, quality assurance, installation, etc.; and,
- Consolidated set of comments regarding drawings and specifications to be provided by the City via email.
- Plans/design will meet and be compliant with FDOT and Local permitting requirements. Permits will be obtained as part of this task.

Task 5 Deliverable: A documentation package which will allow the City to competitively bid the project to qualified vendors. (5 b/w copies).

Task 6. Construction Observation

- Periodic inspections;
- Pay request review; and,
- FDOT, City and County coordination of sign installations.

CRA agrees to pay or compensate the CONSULTANT the following not-to-exceed fee(s) in performance of the SCOPE OF SERVICES as provided in this TASK ORDER NO. 2.

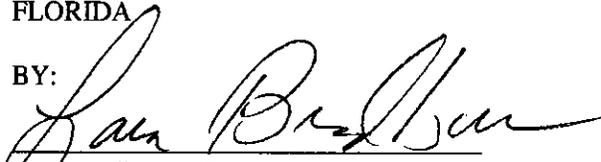
Sub-Task 1 Downtown Beautiful	Lump Sum Fee: <u>\$30,000.00</u>
Sub-Task 2 Recreation Master Plan	Lump Sum Fee: <u>\$ 7,890.00</u>
Sub-Task 3 Stormwater Master Plan	Lump Sum Fee: <u>\$ 9,890.00</u>
Sub-Task 1 Gateway Improvements & Wayfinding Signage	Lump Sum Fee: <u>\$44,750.00</u>

IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 2 on the date first indicated above:

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT
AGENCY, HERNANDO COUNTY,
FLORIDA

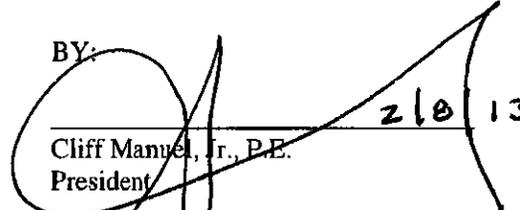
COASTAL ENGINEERING
ASSOCIATES, INC.

BY:



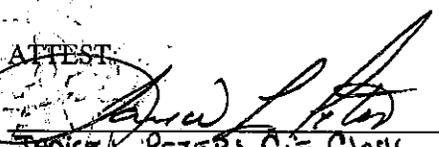
Lara Bradburn, CRA Chair

BY:



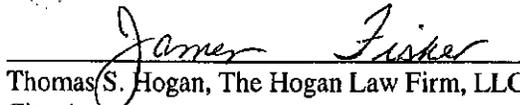
Cliff Manuel, Jr., P.E.
President

ATTEST:



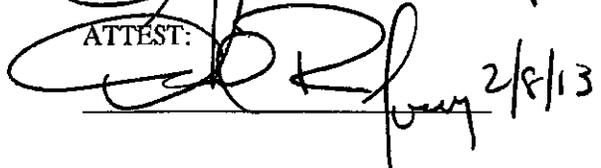
Janice K. Peters, City Clerk

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



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

ATTEST:



Cliff Manuel, Jr., P.E.
President

EXHIBIT A

(Related to, but not part of CRA Task Order 2)

The City of Brooksville and Hernando County desire to seek cooperative funding from SWFWMD to improve water quality within the Community Redevelopment Area (CRA) and certain adjacent regions (to be determined). Coastal using downstream BMPs conceptualized in the South Brooksville Improvements Project shall provide water quality treatment calculations and related design criteria to allow future infill and redevelopment projects within the city CRA and certain designated adjacent areas. Permitting will conceptualize build out conditions and propose methods to improve stormwater discharge water quality such that master planned stormwater storage facilities can provide a level of efficiency to the treatment function and alleviate a portion of the development permitting requirements that landowners within the affected areas currently face.

I. Data Review and Project Identification

Coastal, utilizing available information, SWFWMD Lidar and recent aerials, shall map existing drainage basins for infill areas and conceptualize treatment requirements. Property Appraiser data and field reconnaissance will be utilized to determine the extent of existing development. Determine maximum area of potential benefit and prioritize capacity allocation locations with City and county officials based on maximum public benefit. Define maximum development potential based on location, topography, and potential land use.

Organize treatment requirements by best-fit BMP and determine capacity of each BMP to provide pollutant removal efficiencies needed – allocate capacity based on terrain and potential service area. Review BMPs: 2 (southernmost); 5 (easterly); and 7 (westerly); as applicable to this goal. Coordinate results of potential affects with City and County officials.

Coordinate a pre-application meeting with SWFWMD, City, and County officials to gain consensus of approach and permitting requirements.

II. Conceptual Design and Permitting

Coastal will prepare documentation to comply with SWFWMD conceptual design criteria for the installation of treatment components in BMP 2, 5, and 7 to provide capacity for the Master Planned CRA and surrounding area. Flows are approximately evenly divided between BMP 5 and BMP 7, which then discharge southerly through South Brooksville and converge into BMP2.

Coastal will prepare a final report that details the necessary improvements required to exempt and/or permit development infill within the Brooksville CRA.

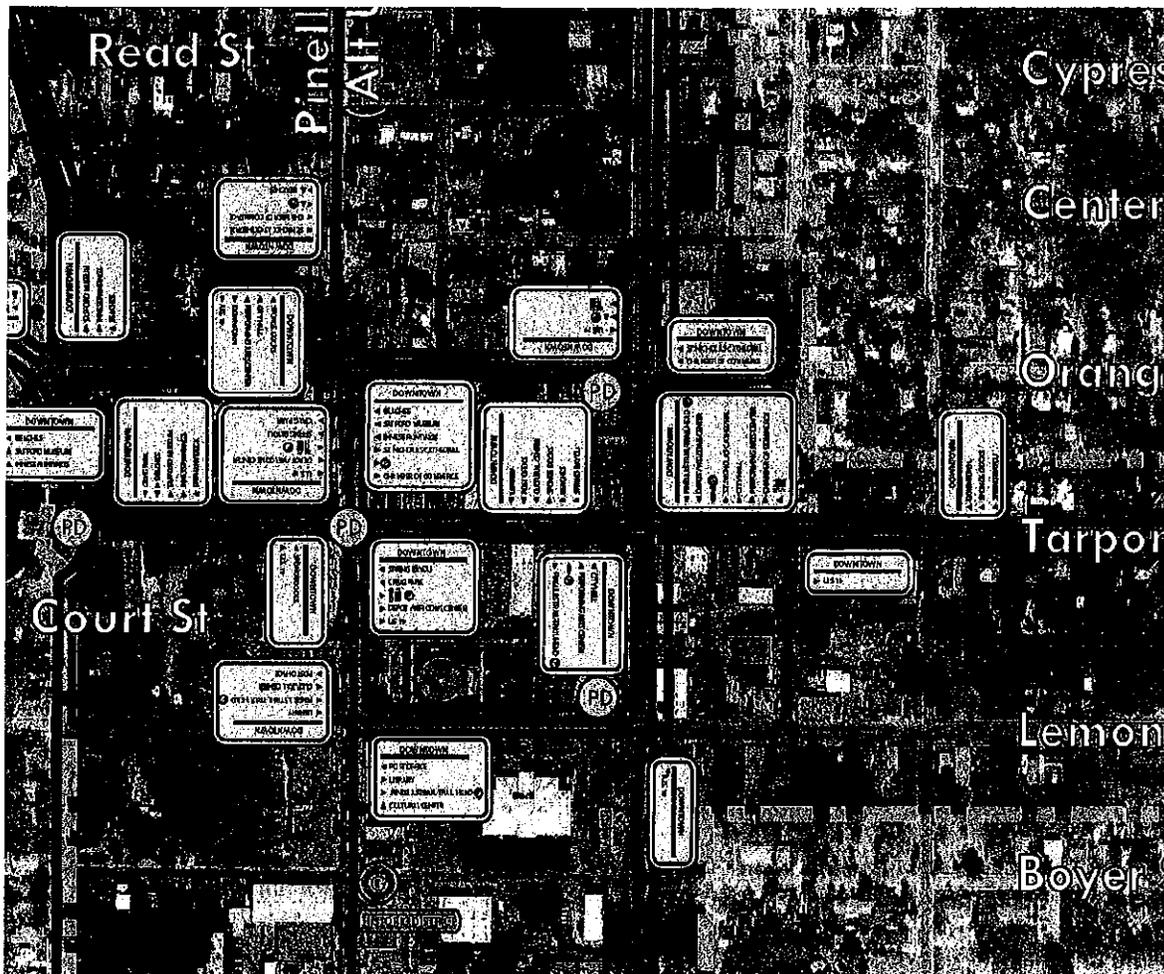
- 3.1 Utilizing available information, SWFWMD Lidar and recent aerials, map existing drainage basins for infill areas and conceptualize treatment requirements.
- 3.2 Determine the extent of existing development utilizing Property Appraiser data and field reconnaissance.
- 3.3 Determine maximum area of potential benefit and prioritize capacity allocation locations with City and county officials based on maximum public benefit.
- 3.4 Define maximum development potential based on location, topography, and potential land use.
- 3.5 Coordinate with CRA Staff and the Hernando County Public Works Director to complete the following scope of work as part of the County's Cooperative Drainage Funding Plan and related SWFWMD approved BMPs.
 - 3.5.1 Organize treatment requirements by best-fit BMP and determine capacity of each BMP to provide pollutant removal efficiencies needed – allocate capacity based on terrain and potential service area. Review BMPs: 2 (southernmost); 5 (easterly); and 7 (westerly); as applicable to this goal. Coordinate results of potential affects with City and County officials.
 - 3.5.2 Coordinate a pre-application meeting with SWFWMD, City, and County officials to gain consensus of approach and permitting requirements.
 - 3.5.3 Consultant will prepare documentation to comply with SWFWMD conceptual design criteria for the installation of treatment components for the Master Planned CRA and surrounding area.
 - 3.5.4 Consultant will prepare a final report that details the necessary improvements required to exempt and/or permit development infill within the Brooksville CRA

EXHIBIT C

VISUAL WAYSIGN/LOGO EXAMPLES

January 24, 2013

A) Plan View



B) Signage Types/Typical Locations



- | | | | | | |
|--|---|---|---|--|---|
| <p>Gateway Option A</p> <p>GATEWAY MONUMENT</p> <p>Used at street and park entrances at street level.</p> | <p>Trailblazer Option B</p> <p>TRAILBLAZER SIGN</p> <p>Used along major gateway roads and other areas used for trail and park entrances.</p> | <p>Pole Option A</p> <p>VEHICULAR SIGN</p> <p>Used along major gateway roads and other areas used for trail and park entrances. Signs should be clearly visible to drivers. See the design guide for more information on sign placement.</p> | <p>Pole Option B</p> <p>PARKING LOT SIGN</p> <p>Used at entrance to a parking lot and provide information regarding the type of parking offered.</p> | <p>PEDESTRIAN DIRECTORY</p> <p>Used at major high-traffic areas and pedestrian nodes and may include a map of local connectivity to the area of interest, or link to a directory of local points of interest.</p> | <p>TRAIL SIGN</p> <p>Used along the trail route and at major trailheads and other key locations.</p> |
|--|---|---|---|--|---|

C) Typical – Logos

Logos



Sponge Docks Logo



Downtown Logo



City of Tarpon Springs Logo

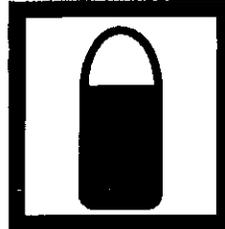
INFORMATIONAL AND PICTOGRAM SYMBOLS



Pinellas Trail
(Shown reversed out of green
color field)



Dining



Shopping



Restrooms



Bicycle Repair



Hospital

ATTACHMENT 5

TASK ORDER NO. 3
CRA PLAN CAPITAL IMPROVEMENT PROGRAM IMPLEMENTATION
UNDER THE
CONTRACT AND AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY
AND
COASTAL ENGINEERING ASSOCIATES, INC.

THIS Task is entered in as of the 20th day of June, 2016, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVENUE, BROOKSVILLE, FL 34601, hereinafter referred to as "CRA"

AND

COASTAL ENGINEERING ASSOCIATES, INC., a Florida corporation, whose address is: 966 CANDLELIGHT BOULEVARD, BROOKSVILLE, FL 34601, hereinafter referred to as "COASTAL".

IN ACCORDANCE WITH

The CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY AND COASTAL ENGINEERING ASSOCIATES, INC. dated November 15, 2010, which Agreement is incorporated herein as if set forth in haec verba.

DESCRIPTION

The CRA desires to implement projects identified within the 2015-2016 Fiscal Year in the Capital Improvements Program of the Community Redevelopment Plan. Several of those projects require services of the CRA consultant. The scope and fees are described by project under Scope of Services.

SCOPE OF SERVICES

COASTAL will provide the services listed below. Each of the projects listed in the scope will be subject to input, review and final approval by the CRA.

PROJECT

The existing City water tower property would be enhanced by the design and construction of the facilities meant to make the site more aesthetically attractive, pedestrian friendly and provide amenities for bicyclists to center their exploration of downtown Brooksville. The following facilities and improvements are anticipated:

- A stone and timber framed pavilion with metal roof around the northwest base of the water tower (see attached Exhibit A)
- Landscaped grounds accentuating the pavilion
- Seating areas both within the pavilion and on the grounds
- An information board/kiosk within the shelter to provide information and mapping related to downtown attractions and facilities (context sensitive & compatible to the S. Brooksville Ave. Historic District)
- Bicycle racks

Handwritten signature and date:
6/20/16

- A refrigerated water fountain with multiple spigots for drinking and filling of water bottles
- An overlay and re-striping of the parking area
- Repainting of the existing storage building on site

SCOPE

Coastal Engineering agrees to provide, either directly or through subconsultants, the following services:

1. Topographic survey for the site improvement area
2. Geotechnical analysis and report consisting of 4 hand augers to a depth of five feet
3. Architectural and structural design drawings for the pavilion, including floor plan, roof plan, elevations, lighting layout and sections.
4. Civil engineering plans for site grading, a water line to the pavilion, bicycle rack type and location, parking lot overlay and striping
5. A landscape plan sheet
6. Request to the Southwest Florida Water Management District for an exemption from ERP permitting.
7. Assistance in agglomeration of construction bid documents/award & construction inspection monitoring
8. Site observation and field consultation

CRA agrees to pay or compensate COASTAL the following not-to-exceed fee (s) in performance of the SCOPE OF SERVICES as provided in this TASK ORDER NO. 3.

Lump Sum Fee: \$23,888.00, inclusive of design, engineering and geotech services

Only permitting with the City of Brooksville is anticipated, with any permit fees paid directly by the CRA

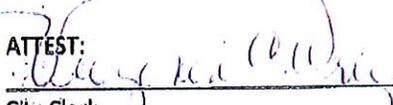
IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 3 on the date first indicated above:

CITY OF BROOKSVILLE
COMMUNITY REDEVELOPMENT
AGENCY, HERNANDO COUNTY,
FLORIDA

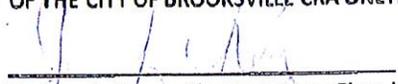
BY:


Natalie Kahler, CRA Chairperson

ATTEST:


City Clerk

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

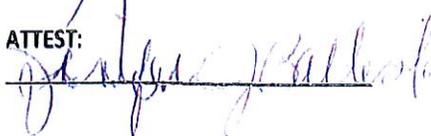

Thomas S. Hogan, The Hogan Law Firm, LLC
City Attorney

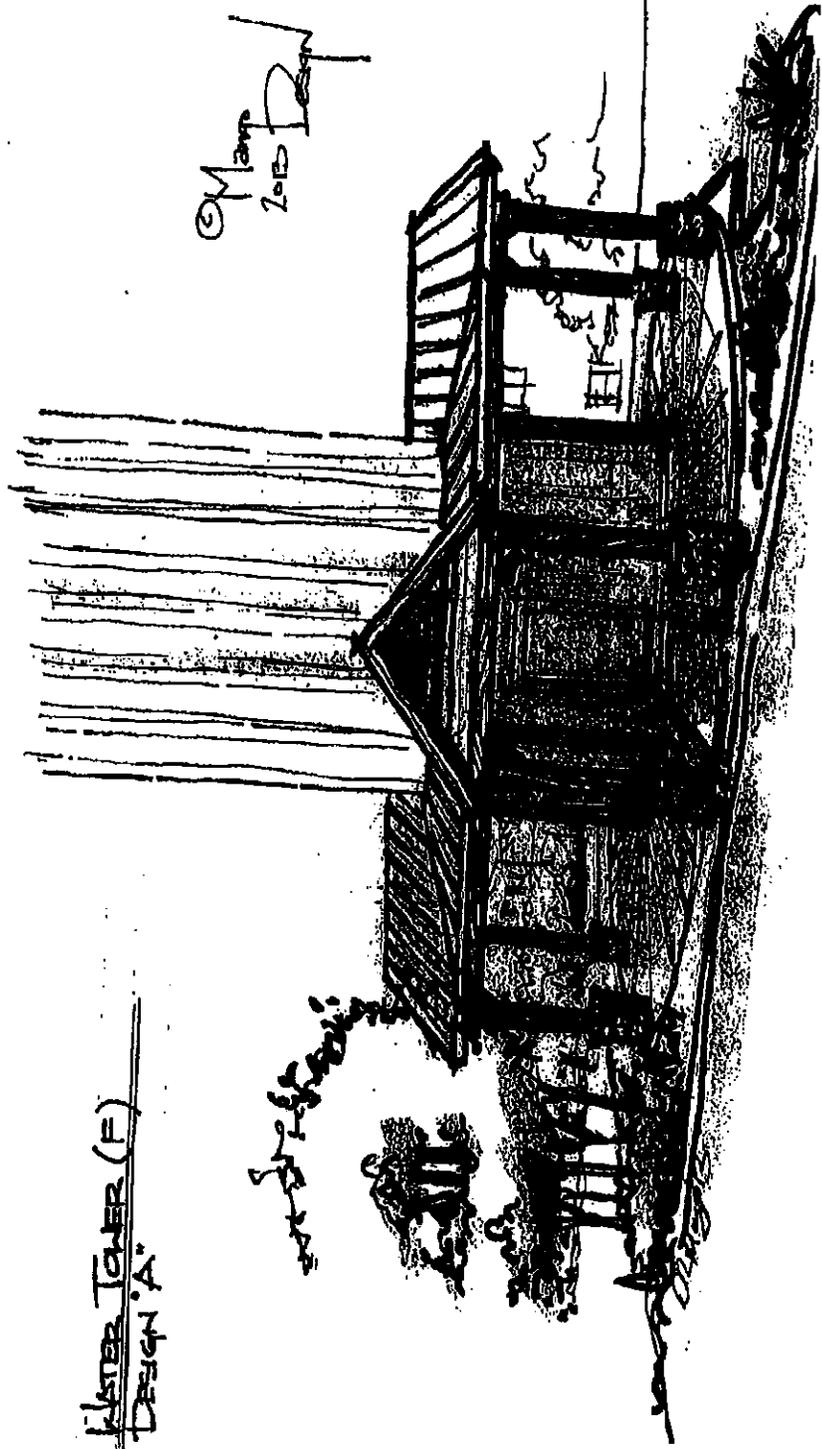
COASTAL ENGINEERING
ASSOCIATES, INC.

BY:


Cliff Manuel, Jr., P.E., President

ATTEST:





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KLSTER TOWER (F)
DESIGN 'A'