

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

**AGENDA**

July 18, 2011

7:00 P.M.

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. PRESENTATION AND REQUEST FOR WAIVERS**

**1. Veterans Appreciation Parade November 12, 2011**

Consideration of request to waive fees for the street closures and traffic control cost of \$599.40.

Presentation: Anna Liisa Covell  
Attachments: Street Closure Permit Application,  
Memo from City Clerk dated  
07/08/11

**D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

**1. The Florida Blueberry Festival, Inc. - Update**

Update on the progress of the Blueberry Festival.

Presentation: Michael Heard, Florida Blueberry  
Festival Events Committee

**2. The Brooksville Vision Foundation**

Discussion of the Bandshell and Downtown Banners.

Presentation: Michael Heard

**3. Resurfacing of Broad Street (US Hwy. 41)**

Presentation of proposed project to resurface Broad Street, which will involve removing parking spaces.

Presentation: Mark D. Prochak, P.E., Transportation  
Director of Dyer, Riddle, Mills &  
Precourt Engineering

# REGULAR COUNCIL MEETING – JULY 18, 2011

## E. CITIZEN INPUT

## F. CONSENT AGENDA

### 1. Minutes

- a) April 11, 2011 LDC Workshop
- b) April 12, 2011 Financial Workshop

### 2. Appalachian Material Services, Inc. (AMS) Sludge Hauling Agreement

Consideration of 1-year extension of agreement for pumping, transporting and disposing of treated domestic sewage sludge from the Cobb Road Water Reclamation Facility.

### 3. 2011 Federal Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fund Allocation

Consideration of agreement to the allocation of \$88,797 of JAG Program funds and authorize the Mayor to sign required letters of approval.

### 4. Wright Express Financial Services Corporation

Consideration to purchase fuel under their contract with Florida Department of Management Services.

### 5. Alternating Current Drives & Components Bid Award – UD2011-08

Consideration of award of bid to Tampa Armature Works, Inc. for an amount not-to-exceed \$61,487.45.

## CONSENT AGENDA APPROVAL (√)

Recommendation:	Approval of Consent Agenda
Action:	Motion to Approve
Attachments:	1) Minutes; 2) Memo from Director of Public Works dated 06/17/11, Letter from AMS dated 03/07/11, Original Contract, Correspondence; 3) Memo from Chief of Police dated 07/18/11, Memo from Substance Abuse Advisory Board Chair dated 06/30/11; 4) Memo from Director of Finance dated 06/22/11; 5) Memo from Director of Public Works dated 06/30/11, Bid Opening Minutes, Bid Certification Form

# REGULAR COUNCIL MEETING – JULY 18, 2011

## G. REGULAR AGENDA

1. **Ordinance No. 819 - Sign Regulations, Chapter 125, of the Code of Ordinances**

Staff report and consideration of options relating to the Code of Ordinances Chapter 125 regarding signs.

Presentation: City Planner & Director of Community Development  
Recommendation: Approval of **First Reading** of Ordinance No. 819 upon roll call vote and schedule of second reading for 08/01/11  
Attachments: Memo from City Planner dated 07/18/11, Proposed Ordinance

2. **Ordinance No. 820 – Economic Development Incentive**

Consideration of approval of an Ordinance setting forth guidelines and criteria to implement the tax exemption referendum included on the August 2010 Primary Election Ballot.

Presentation: Director of Community Development and City Attorney  
Recommendation: Approval of **First Reading** of Ordinance No. 820 upon roll call vote and schedule second reading for 08/01/11  
Attachments: Memo from Director of Community Development & City Attorney dated 06/20/11, Proposed Ordinance

3. **Personnel Policies – Employee Grievance Procedure and Personnel Advisory Board**

Request by Council Member Bernardini for discussion.

Attachments: Memo from City Manager dated 07/08/11 with Attachments

4. **Modifications to the Cobb Road Water Reclamation Facility**

Consideration to utilize the Hampton contract with Encore Construction Inc., for construction of water reuse storage and transmission.

Presentation: Director of Public Works  
Recommendation: Approval to utilize the Hampton Contract with Encore and authorization for the Mayor to sign necessary documents  
Attachments: Memo from Director of Public Works dated 07/06/11, Encore Letter of Interest dated 06/27/11, Change Order #2, Project Budget Worksheet

## REGULAR COUNCIL MEETING – JULY 18, 2011

### 5. Personnel Policy Amendments

Consideration of updates to the Personnel Policy.

- a) 5.03 E-mail & Computer Usage
- b) 7.01 Vacation Leave
- c) 7.02 Sick Leave

Presentation: City Attorney  
Recommendation: Approval  
Attachments: Memo from City Attorney dated 07/18/11; Proposed Policies

### 6. Screening Committee Appointment

Appointment of Screening Committee Members for review of nominations for the 2011 Great Brooksvillian and Approval of Timelines for the celebration.

Presentation: City Clerk  
Recommendation: Appointment of Members  
Attachments: Memo from City Clerk dated 6/28/11, Policy No. 3-2008, Press Release

H. CITIZEN INPUT

I. ITEMS BY COUNCIL

J. ADJOURNMENT

## CORRESPONDENCE TO NOTE

*Meeting agendas and supporting documentation are available from the City Clerk's office, and on line at [www.cityofbrooksville.us](http://www.cityofbrooksville.us). Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352/540-3853.*

*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

## TEMPORARY STREET CLOSURE APPLICATION

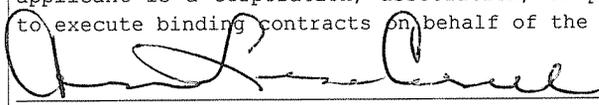
**INSTRUCTIONS:** COMPLETE TOP PORTION OF FORM AND RETURN TO CITY CLERK'S OFFICE at 201 Howell Avenue, Brooksville, FL 34601 for processing. A broad form type events coverage or other insurance policy acceptable to the City is required to protect the City from any and all claims for injuries, or damages occurring during or resulting from this event in an amount of not less than \$100,000 for each individual and \$300,000 for event. Applicant will be notified of estimated cost. Receipt of the deposit and the Certificate of Insurance are required not later than three (3) business days before the event.

Certificate Attached  Yes  No (TOP 30 days out) Waiver Requested  Yes  No

Name or Organization <b>Veteran's Appreciation Parade</b>		Event <b>VETERAN'S APPRECIATION PARADE</b>	
Person in Charge <b>ANNA LIISA COVELL</b>		Address <b>600 S MAIN STREET</b>	Telephone <b>544-0680</b>
If unavailable (Alternate Name) <b>TONY COVELL</b>		E-Mail <b>alcovell@tampabay.rr.com</b>	Telephone <b>544-0680</b>
Date of Event <b>11/12/11 SATURDAY</b>	Starting Time <b>10:00 A.M.</b>	Ending Time <b>11:00</b>	Estimated Number of Participants

Proposed Route (include Street/Avenue, attach location map)  
**BEGINNING AT CITY HALL PARKING LOT, GO TO MAIN STREET, HEAD SOUTH TO LIBERTY, TURN LEFT (EAST), GO TO MAGNOLIA, TURN LEFT HEADING NORTH TO FT. DADE, HEAD WEST BACK TO CITY HALL PARKING LOT.**

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

  
Signature

State of Florida  
County of Hernando

The foregoing instrument was acknowledged before me this 29 day of June, 2011, by Anna Liisa Covell, who is personally known to me or who presented Anna Liisa Covell as identification, and who (did) (did not) take an oath.

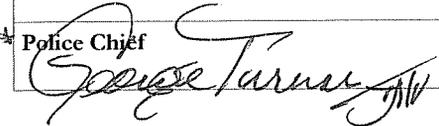
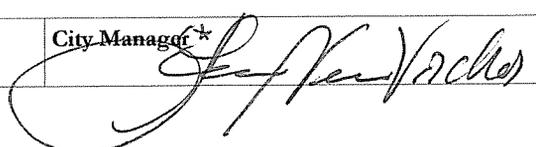
  
[Signature of Notary Public]

**Anne McClung**  
Notary Public - State of Florida  
My Commission Expires Mar 30, 2012  
Commission # DD 754345  
Bonded Through National Notary Assn

DD 754345  
[Commission Number of Notary Public]

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

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

Total Deposit \$ _____		Received By: _____		Date _____	
* Police Chief 	Date	* City Manager 	Date	<u>07.18.11</u>	

*Rec'd 6/29/11*

# CITY OF BROOKSVILLE

## TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue  
(352)540-3853

Event: VETERAN'S APPRECIATION PARADE  
 Starting: 10:00 A.M. (Line up 8:30 a.m.) End: 11:00 A.M.

**Police Department (Based on 2-Hour Minimum call-in Payout.)**

Personnel	<u>3</u>	@	\$ <u>24.36</u>	= \$	<u>146.16</u>
Equipment	<u>2</u>	@	\$ <u>24.37</u>	= \$	<u>97.48</u>
	<u>1</u>	@	\$ <u>55.32</u>	= \$	<u>55.32</u>
	<u>1</u>	@	\$ <u>57.48</u>	= \$	<u>57.48</u>
	<u>1</u>	@	\$ <u>67.56</u>	= \$	<u>67.56</u>
	<u>1</u>	@	\$ <u>79.15</u>	= \$	<u>79.15</u>

**POLICE DEPARTMENT TOTAL \$ 503.15**

**Fire Department**

Personnel	_____	@	\$ _____	= \$	_____
Equipment	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____

**FIRE DEPARTMENT TOTAL \$ 00**

**Public Works**

Personnel	<u>1</u>	@	\$ <u>23.75</u>	= \$	<u>71.25</u>
Equipment	<u>1</u>	@	\$ <u>25.00</u>	= \$	<u>25.00</u>
	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____
	_____	@	\$ _____	= \$	_____

**PUBLIC WORKS TOTAL \$ 96.25**

**ESTIMATED TOTAL DUE CITY \$ 599.40**

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



## AGENDA ITEM MEMORANDUM

**To:** Honorable Mayor and City Council Members

**Via:** T. Jennene Norman-Vacha, City Manager

**From:** Janice L. Peters, CMC, City Clerk

**Subject:** Veteran's Appreciation Parade – Request for Waiver

**Date:** July 8, 2011

**GENERAL INFORMATION:** The 2011 Veteran's Appreciation Parade is scheduled for Saturday, November 12, 2011. Line-up begins at 8:30 a.m. at City Hall and parade from 10:00 – 11:00 a.m. The parade coordinator, Anna Liisa Covell has requested City Council waive fees associated with the parade permit.

The route will be the same as last year, from City Hall parking lot out to Ft. Dade, Right on Main Street, crossing Jefferson and Broad Streets, Left on Liberty, Left on Magnolia, Left on Fort Dade and back to City Hall.

In light of the fact that the parade has grown longer each year, staff will need to submit a permit to the State of Florida FDOT, along with a Resolution, approved by Council, for closure of Jefferson and Broad Streets. Release of the permit will be pending submittal of the Certificate of Insurance which will be supplied by the Covells after October 12, 2011. Their insurance company will not release a certificate more than 30-days prior to an event.

**BUDGET IMPACT:** The cost projections for the waiver are \$599.40 with \$503.15 to cover traffic control provided by the Brooksville Police Department and \$96.25 to cover expenses to the Department of Public Works.

In the past preliminary budgets Council has allocated \$7,000 in line item #001-010-511-5901 for fee waivers. To date, the budget for the FY2011/12 has not been approved by Council.

**LEGAL NOTE:** The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events. Section 74-168 authorizes the City to levy fees to offset costs of such permits, which are set by Policy 1-2000, to be reimbursed by the applicant. It is within Council discretion to waive provisions of such policies.

**ATTACHMENT:** Street Closure Permit

**CITY OF BROOKSVILLE  
WORKSHOP  
COUNCIL CHAMBERS  
201 HOWELL AVENUE  
MINUTES**

April 11, 2011

6:00 P.M.

Brooksville City Council met in workshop session with Mayor Frankie Burnett, Vice Mayor Joseph E. Johnston, III, Council Members, Joe Bernardini and Lara Bradburn present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Interim Director of Public Works and Tim Mossgrove, Fire Chief.

The meeting was called to order by Mayor Burnett.

**LAND DEVELOPMENT CODE**

Review and discussion of the proposed Land Development Code (LDC).

Director of Community Development Bill Geiger indicated this is the third meeting to review the Land Development Code.

City Planner Steve Gouldman advised there are very few changes which he reviewed as follows:

**Article I: General Provisions**

**Page I-5; Section 1-3.9 Rules of Construction; Paragraph B. Debt or Pledge**

- Due to the issue with Southern Hills Plantation, Council Member Bradburn suggested clarifying the verbiage and he is working with City Attorney Rey to add language.

**Article II: Zoning Districts, Uses and Lot Requirements**

**Page II-2; Section 2-1.2. Establishment of Zoning Districts; Paragraph 2.c. C1 Pedestrian Commercial district**

- The description pertains to commercial activities in a relatively large trade area and major shopping facilities and is oriented towards general commercial activities. This is not a pedestrian oriented district so staff is going to appropriately rename it to "General Commercial District".

**Page II-8 Table of Allowable Uses; Portable Temporary Storage Units and Cultural/Institutional Uses; Community Centers**

- Portable Temporary Storage Units has been added as Conditional Use in the Commercial and Commercial and Industrial Districts.
- Community Centers will be changed from Permitted Use to Conditional Use.

**Page II-16 Table of Allowable Uses; Neighborhood and General Public Service and Emergency Service Uses; Ambulance Services**

- Ambulance Services will be changed from Permitted Use to Special Exception Use since there was not a lot of difference in impact of noise than Fire Stations, which is listed as Special Exception Use.

**Page II-17 Table of Allowable Uses; Railyards & Terminals**

- Railyards & Terminals were added as Special Use under Commercial Districts C-1 and C-2 which, will bring this type of petition to City Council for a Public Hearing.

**Page II-20 Footnotes; Number 5**

- Clarification on building setbacks, “the edge of right-of-way” was added. He also added “City Council shall be notified of exceptions granted”.

Mayor Burnett suggested changing “shall” to “will”. City Planner Steve Gouldman stated he will make the change accordingly.

**Article III Special Districts and Development Options**

**Page III-7 Downtown Overlay District; 2. Sign Standards; f. Projecting Signs; iii.**

- There are some signs in the downtown area that hang over the public right-of-way so he proposed to change verbiage to “...it shall not extend beyond the back of the curb” or if no curb exists “...not beyond the edge of pavement”.

Council Member Bernardini asked is the lighting of the signs being addressed in any way. Steve Gouldman indicated this section does not address that issue. Council Member Bradburn advised Hillsborough County has addressed this issue on billboards by rating the lumens. Council Member Bernardini advised there is a sign on US19 that Hernando County needs to address. Director Geiger pointed out it is addressed under Article VII Sign Regulations Page VII-6 C. Lighting. He stated billboards are defined under freestanding signs regulation which has not been argued or challenged and confirmed he will look into the way the County is handling the situation and address it as necessary.

**Article IV General Requirements and Supplemental Regulations**

**Page IV-7; Preliminary subdivision plat; 2.d. Vicinity map**

- Verbiage was added to state “within a five-mile radius of the site”.

**Page IV-22 Streets; 6.d. Improvements**

- “Required sidewalks shall be constructed prior to the issuance of a Certificate of Occupancy” was added and F.S. was changed to read “Florida Statutes”.

**Page IV-28; D. Stormwater Management Regulations; 2.**

- “detention ponds” was added.

A brief discussion ensued regarding utilizing detention pond areas for community athletic fields when they are dry.

**Page IV-29; F. Potable Water System and G. Wastewater System**

- City Planner Steve Gouldman stated same language was added regarding sanitary and sewer and waterline.

**Page IV-59; Number 11. Prohibited trees**

- The list of prohibited trees was replaced by “All species listed in the Florida Exotic Pest Plant Council’s *Invasive Plant Species List* shall not be planted within the incorporated City.”

City Attorney Rey suggested adding “as amended” and Mr. Gouldman stated he would make the change accordingly.

**Page IV-109; Number 2. Animals**

## LAND DEVELOPMENT CODE WORKSHOP – APRIL 11, 2011

City Planner Gouldman recommended instead of maximum of four livestock animals and ten livestock fowl shall be permitted adding "...on residentially-zoned properties" to have some limit on the numbers.

He proposed adding Number 4. "Properties annexed in the City with ongoing agricultural uses shall be able to continue". Council Member Bradburn stated there is going to be more of a need for self sustainability in the future and residents should be allowed to have a couple chickens, as long as they are not roosters, on their property, including annexations. City Planner Gouldman clarified all annexations would continue as a Hernando County legal non-conforming use designation, but he did not agree with chickens being allowed in an urban setting and pointed out it could be changed in the future if the need arises.

Vice Mayor Johnston pointed out that ostriches or peacocks would pose a problem in residential areas. City Planner Gouldman advised that there is a minimum lot size of ten (10) acres required to raise livestock on residentially-zoned properties and indicated there are currently three (3) agricultural properties located within the City.

Director Geiger stated staff will work on language addressing the agricultural issue to prepare for future annexations that are adjacent to residential properties.

### **Page IV-130; Section 4-8.46. Neighborhood/Community Fair; Section B.**

City Planner Gouldman indicated this subject was discussed but he did not make any changes because the definition of a fair includes block parties and a street closure permit would also have to be acquired. He further clarified this does not pertain to private events held within the confines of the owner's property.

### **Page IV-132; Section 4-8.49. Portable Temporary Storage Units on Single-Family Lot**

- Number 2. "A sticker shall be affixed by the portable storage unit's owner to all portable storage units indicating the most recent delivery date, on which the portable storage unit was delivered to a property" was added.

Council concurred to change seven (7) days to two (2) weekends or fourteen (14) days. Director Geiger pointed out a caveat under B. that allows an extended stay of more than seven (7) days on single-family lots for permitted construction activity. City Planner Gouldman stated he would change it to fourteen (14) days along with "single-family lots" to "properties" under A. and B. and eliminate "single-family" under B. in the last sentence.

City Attorney Rey asked if this change would affect Wal-Mart and Lowe's having container storages in the back during season sales. Director Geiger stated that is addressed as part of the use of commercial property and there are specific areas that cannot be utilized for seasonal storage containers. City Planner Gouldman further clarified that businesses are not allowed to utilize storage containers as a permanent solution for additional storage space.

### **Pages III-16 Section F. Notice Number 3. and VIII-32 Number 2. Planning and Zoning Commission Hearings**

City Planner Steve Gouldman stated with a variance for Special Use there is a required certified mail notice to property owners within 150 feet of that property. Council Member Bradburn noted that 150 feet does not cover many property owners and should go out further but cost was a factor. He proposed sending notice those within 150 feet via certified mail and then another 150 feet via regular mail covering a 300 foot radius at a lesser cost.

Discussion of variance signage followed in which Director Geiger indicated the signs have been increased in size as requested by Council Member Bernardini. Council Member Bradburn suggested the developer post and maintain signage for both hearings. Director Geiger confirmed that he

LAND DEVELOPMENT CODE WORKSHOP – APRIL 11, 2011

would change verbiage accordingly and assured Council that City staff sends out notifications prior to the Planning and Zoning Commission hearing and documents their efforts with pictures of signage and copies of notices. Vice Mayor Johnston suggested verbiage that the petitioner is responsible for maintaining the sign on the property as designated through the date of final hearing. Director Geiger suggested the petitioner sign an affidavit to that effect, stressing that failure to follow the terms could delay the hearing.

City Planner Steve Gouldman indicated he will make the changes from tonight and send a draft copy to Planning and Zoning Commission Members, the Board of Realtors, Hernando County staff and Builder Association. He anticipates bringing it back to the Planning and Zoning Commission in June then back to City Council in the latter part of August or September.

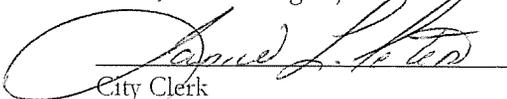
Council Member Johnston asked about parking requirements. Council Member Bradburn pointed out handicap parking was discussed by Council but was not listed. She also stated the parking lot at Publix is never full and suggested parking requirements be modified. City Planner Steve Gouldman stated that with sustainable growth parking has become an issue. He stated the City's minimum parking requirement is generous and suggested the minimum shall be the maximum. During the holidays the retail stores need more space than usual and are handled through a Planned Development District to require bio-retention areas, pedestrian connections or more landscape areas for additional parking. Council Member Bernardini pointed out the Publix Shopping Center has many businesses that are currently vacant and will require use of those spaces once they are occupied. Director Geiger indicated the shopping center was built after the requirement was reduced to five (5) spaces per thousand from eight (8) spaces per thousand for retail centers noting staff is encouraging stabilized parking with impervious surfaces and more open space instead of asphalt and concrete.

Council Member Bradburn stated she admires the winding tree-lined roads in Tallahassee and Brandon and she has a vision to bring that same atmosphere to the City of Brooksville. Director Geiger suggested the streets be reviewed to retrofit during redesign process through Public Policy. Council Member Bernardini stated he would rather have straight roads with no trees to obstruct his line of vision while he is driving.

Mayor Burnett commended staff for their hard work on amending the Land Development Code.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 7:10 p.m.

  
City Clerk

Attest: \_\_\_\_\_  
Mayor

**CITY OF BROOKSVILLE  
FINANCIAL WORKSHOP  
COUNCIL CHAMBERS  
201 HOWELL AVENUE  
MINUTES**

April 12, 2011

6:00 P.M.

Brooksville City Council met in workshop session with Mayor Frankie Burnett, Vice Mayor Joseph E. Johnston, III, Council Members, Joe Bernardini, Lara Bradburn and Emory Pierce present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Interim Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present. Council Member Pierce was not able to attend the meeting.

The meeting was called to order by Mayor Burnett.

**FINANCIAL WORKSHOP**

**Opening Presentation/Introductions**

City Manager Norman-Vacha welcomed the Parks and Recreation Board Members and Quarry Golf Course founders who were in attendance. She stated this is a continuance from the February 22<sup>nd</sup> Financial Workshop in which Council discussed General Fund expenditures and other means for revenue formulation. She indicated this year was a very difficult budget year and it is expected to continue for this next fiscal year budget 2011-2012.

She indicated improving efficiencies is in a new age given the economy and turn of events in revenues to make budgets work. We are now living in the age of how to rethink, recreate and reinvent the resources with limited dollars. Last year, discussions began on the Quarry Golf Course and Council chose to have further discussions early on and should focus on how to do business, how to recreate or reinvent the wonderful asset in the course, or is it time to change direction in different types of services or products that we provide. At the approval of Council, staff proceeded in contacting the Bobby Weed Group with Chris Monty giving a presentation of his report this evening. As experts in golf management and golf course resources, they have analyzed the City's revenues to reinvent, improve and readjust services. She anticipates a creative discussion tonight on how to do better.

**City of Brooksville Financials**

**General Fund Revenue Sources**

**Quarry Golf Course**

Director of Parks, Facilities and Recreation Mike Walker introduced Chris Monty of the Bobby Weed Golf Design. Mr. Monty reviewed the assessment provided and advised any recreational program is not for profit.

Mr. Monty pointed out the risk is always balanced by the reward and indicated two (2) choices. The first is to continue with a 9-hole course, which will require improvements with a commitment to continually review the impact of those changes. The second choice is to reduce amenities, which will bring down the risk and reward.

## FINANCIAL WORKSHOP MINUTES - April 12, 2011

He said there is a balancing point with a certain level of golf offered that will cost the same amount to maintain as closing the facility as a golf course and opening it as a park because there is always a fixed expense on property.

Mayor Burnett noted that some recommendations in the report are worth trying and he was in favor of measuring time and usage.

Founding Parks and Recreation Board Chair Charles Price indicated usage of the Quarry cannot be compared to other public courses in the area and stated it was built to provide a public service not in competition with any other entity and pleaded that it be kept.

Parks and Recreation Board Chair Alan Garman indicated he has been a part of the area since he was fifteen (15) years old. The big problem he has is the comparison of the Quarry to private courses. He recommended allowing the sale of alcohol at the course as well as hotdogs, potato chips, snacks and fountain drinks. He also recommended better defined targets on the driving range, contests and lighting the course, as well as youth tournaments, teaching professionals for lessons and volunteer labor. Some comments he got from other players were that this is the only facility that they use. It is valuable to area youth and for tournament play, therefore worth keeping. He felt it would be a shame for the City to lose it. He commended previous Parks and Recreation Director David Pugh Sr. for being a strict administrator of the course.

Parks and Recreation Member Jim Brooks has also been on the board a long time and feels it to be an asset to the City and a benefit to the youth. He stated it was initially funded by the Bronson and McKethan families and hardworking volunteers and now only requires maintenance. He recommended lighting the driving range and a ball dispenser for nighttime play. Parks Director Walker indicated a ball dispenser would cost approximately \$7,500. Mr. Brooks also recommended lighting three (3) holes of the golf course for nighttime play. His concern is that if it is taken away it is more than likely not to come back.

Gail Samples advised she attended the last Parks and Recreation Board meeting and mentioned \$39,000 in annual losses compared to \$129,000 in losses when it was closed. City Manager Norman-Vacha clarified it was not consistent losses and reviewed from 2002/2003 as follows:

- 2002/2003      \$57,617
- 2003/2004      \$43,516
- 2004/2005      \$21,000
- 2006/2007      \$85,295

Council Member Bernardini asked for a copy, which she distributed to Council. She pointed out the losses are greater in those years where there were Capital Improvements and/or expenses.

Ms. Samples advised utilizing more volunteers and felt the driving range needs to be promoted more, as well as Glow Golf and tournaments. She did not agree with having the Pro Shop on the second floor of the Enrichment Center and suggested a committee be formed to work with the Parks and Recreation Board on golf course improvements. She did not feel it was financially feasible to light the course at this time but supports promoting afternoon play with league competitions as long as there are refreshments available. Parks Director Walker confirmed there is a plan in place for undercover storage of golf carts. She welcomed Council feedback as to whether or not it is their desire is to move forward with the golf course. Mayor Burnett clarified Council does not make official decisions during workshops but assured the public would be clear as to what direction they are taking from comments and questions.

## FINANCIAL WORKSHOP MINUTES - April 12, 2011

Charles Price asked why there is only \$778 generated in revenue if 80% of play uses carts. Director Walker stated that figure is generated from non-players usage of golf carts and indicated the fee is included in the greens fees for players. Mr. Price suggested separating the fee from the greens fees and increasing the cart use fee to generate more revenue.

Parks and Recreation Board Member Jill Allen concurred with all suggestions made tonight and was curious on the amount of revenue generated from ball fields, tennis courts and the walking trail compared to cost. She spoke of the advantages and uniqueness of golf course recreation for youth by learning self-accountability and also as a multi-generation family sport. She stated positive financial impact to local businesses should also be taken into consideration. Charles Price emphasized the impact on local businesses.

Lionel Louis volunteers at the Sheriff's Office and spoke favorably of the course as well. He wondered about the cost of supporting youth in jail versus the cost of providing recreation for youth. He recommended promoting more volunteerism and announced that he would donate golf clubs for youth who could not afford them or make them available to rent from the Pro Shop.

Alan Garman advised the ISA softball tournaments at the park have been positive and suggested also promoting the golf course to those patrons. He stated The First Tee Program promotes teaching values and life lessons for children.

Council Member Bradburn reviewed a few points in the report and read from page 11 of 18 which states "We did not observe any areas of the course that are currently being maintained that could be eliminated from maintenance to achieve savings. We believe a significant danger exists if additional cuts are made to the maintenance resources at the course." She stated there have been discussions on streamlining maintenance but Mr. Monty stated he believes maintenance is at its minimum right now. She went on reading, "Further, we do not believe that closing the course seasonally (i.e. during the summer) would be prudent." and pointed out summertime has the lowest usage so it is the greatest expense. Mr. Monty indicated it is not feasible to let the grass go during down periods then maintain it when in use, advising it is a year-round maintenance issue. She asked why the fairways need so much attention when courses, say in Scotland, only maintain the greens. Mr. Monty indicated it has to do with the climate and the best turf for the region being used.

Mr. Monty offered that the cost to play is in line for this particular course experience with no justification for raising fees. The cost of marketing was discussed in regards to adding to the losses. Mr. Monty pointed out \$126K of revenue indicated on page 7 of 18 was based on the course's 2007/2008 total revenue produced and stated operating cost should be based on Council desire and how much is acceptable to be invested in this facility.

Council Member Bradburn asked Mr. Monty's opinion of how much loss is acceptable for a golf course. He replied enough to produce a satisfactory financial performance for the facility. He gave an example; the Bobby Weed Group manages the City of Palatka's golf course which had a long history of operating losses. Their golf course is the only golf facility within a thirty (30) minute radius of any type of golf facility. They had similar financial issues; market differently, golf course needs to be in better condition, adjust price points for off-peak hours and increase revenue by reaching to outside markets. They committed to trying all of those things without pre-determining what was an acceptable loss and advised that is what this Council needs to do as well, if it chooses to keep the course open.

Council Member Bradburn reviewed the suggested revenue raising ideas, such as allowing the sale of alcohol and hotdogs, attracting afternoon play, a user fee in exchange for a cart fee, lighting the full golf course is not feasible in her opinion, youth tournaments on weekends and during summers. She inquired as to the knowledge and time of staff, golf and club repair. She would like to see cost of lighting three (3) holes for certain days of the week. Raising cart fees should be reviewed, and she

## FINANCIAL WORKSHOP MINUTES - April 12, 2011

favors marketing by mobile signs, but feels it would be more effective with personal contacts and word-of-mouth by offering services that entice participation. She suggested further discussion to narrow down this list.

Council Member Bernardini remarked on the per capita issue, serving alcohol and hotdogs and lighting of the driving range and three (3) holes. He suggested maintaining the course and implementing as many of the recommendations as possible.

Vice Mayor Johnston agrees the Quarry is a jewel and wants to see it continue. He also agreed with recommendations for improvement but nothing has been done before and it is prudent to do it now because in this economy the City cannot afford to keep losing money.

Mayor Burnett realizes there are risks with any business. He suggested determining the want for the service and implementing the suggestions for lowering costs. He is in favor of keeping the Quarry as well.

Council Member Bradburn would rather a committee not be appointed by Council and she asked what an appropriate time period for implementing suggestions would be. Mr. Monty advised it would probably take a couple years to see results of implementing the suggested programs and advised finances might get worse before they get better. There is a raw cost to maintain acreage and he advised discussing how to produce an operational pro forma that at least equates to the cost of simply maintaining that area as park land.

Vice Mayor Johnston referenced page 10 of 18 paragraph d. and asked what F&B is. Mr. Monty stated it is food and beverage.

Council Member Bradburn suggested enhancing the driving range with lighting and token machines and asked how long it would take to do a cost analysis and implement approved changes. Parks Director Walker estimated three (3) to four (4) months to implement with preliminary costs already started. City Manager Norman-Vacha agreed and stated it would have to go out to bid then it would need Council approval and funding allocated. Parks Director Walker pointed out with several large projects going on at the moment his department will do their best to get it all done.

Jim Brooks felt the driving range should be optimized even if at the expense of the volley ball courses. City Manager Norman-Vacha advised the volley ball courts are already in process and advised Council to not waiver from approved projects.

Council Member Bradburn would like to see a cost analysis and time frame of implementing the recommendations.

Gail Samples stated these changes cannot be implemented overnight and require strategic planning and did not agree with changing projects in progress. She suggested Parks Director Walker be given time to put a program together to present to Council.

Charles Price suggested looking at this as a business and allowing the Parks and Recreation Board to form a committee that meets regularly to review expenses and to eventually implement changes. City Manager Norman-Vacha stated advisory board members' authority has been determined by City Council but could be changed and she would welcome volunteerism or golf play on their part. She advised discussions between committee members and the Parks and Recreation Board members need to stay within the Sunshine Law.

Council Member Bradburn stated City Council has a judiciary responsibility to maintain the City's assets and financial stability with tax burden relief. The millage rate has been reduced by 20% in the last few years and pointed out it is the highest reduction over any City in Florida. She supports

FINANCIAL WORKSHOP MINUTES - April 12, 2011

reaching full potential for the golf course if possible but questioned the loss-to-benefit ratio and advised there will be further discussion starting with July budget workshops on this matter.

City Manager Norman-Vacha commended Chairman Garman for encouraging board members to comment or give recommendations to City Council. Alan Garman specified board members were asked to give cost savings or ideas to increase revenue. City Manager Norman-Vacha advised Mr. Garman to contact staff if there is any information the Parks and Recreation Board needs for their review of this matter.

City Manager Norman-Vacha indicated there is a volunteer for the full-time greens keeper position and encouraged volunteers for the pro shop during extended hours of operation. Gail Samples suggested the Enrichment Center staff could run the pro shop. Council Member Bradburn stated that has been discussed and will be pursued.

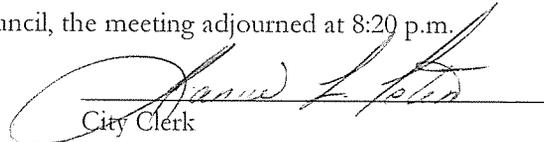
Council consensus was to keep the Quarry and to move forward with plans to promote and to get volunteers. The issue will be revisited during the budget process.

Mayor Burnett thanked Director Walker for organizing the Professional Baseball Players event.

City Manager Norman-Vacha stated, with Council approval, the remainder of agenda items will be rescheduled for a later date; Pension Expenses, Utilities and Fuel Costs.

**ADJOURNMENT**

There being no further business to bring before Council, the meeting adjourned at 8:20 p.m.

  
City Clerk

Attest: \_\_\_\_\_  
Mayor



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO:** THE HONORABLE MAYOR AND CITY COUNCILMEN  
**VIA:** T. JENNENE NORMAN VACHA, CITY MANAGER *[Signature]*  
**FROM:** RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR *[Signature]*  
**SUBJECT:** Extension of Contractual Services – Transport and Land Application of Cobb Road Water Reclamation Facility Biosolids  
**DATE:** June 17, 2011

---

**GENERAL SUMMARY/BACKGROUND:** The City advertised for sealed bids for the transportation and land application of liquid biosolids (sludge) for the Cobb Road Water Reclamation Facility (CRWRF) in 2008. The bid was awarded by the City Council to Appalachian Material Services (AMS). A contract was approved, and entered into for an initial term beginning July 6, 2008, and ending on July 5, 2010.

The contract has provisions for two (2) additional one-year extensions provided both parties are agreeable and the price remains the same. The term of the first, one-year extension will end on July 5, 2011.

AMS is agreeable to extending the contract under the current price, terms and conditions. The current contract price is \$0.0398 per gallon for removal and land application of liquid biosolids to a Florida Department of Environmental Protection (FDEP) approved agricultural site located at 21628 Lockhart Road, Dade City, Florida. The FDEP considers the removal of liquid biosolids for land application as an approved method under the existing operating permit of the CRWRF. Removal and land application of liquid biosolids by this method is a good use of a recyclable material.

Inquiries with other local communities reveal the following prices:

- Hernando County \$0.0510 per gallon
- City of Crystal River \$0.0550 per gallon
- City of Dunellon \$0.13 per gallon

A large part of the cost in performing this service is fuel cost for the tanker trucks used. Based on current fuel prices and the above survey, staff believes a better price to remove the City's liquid biosolids will not be achieved by rebidding. The CRWRF produces on an average 800,000 gallons of liquid biosolids annually. This would cost the City \$31,840 for the next year at the current price.

*10* **BUDGET IMPACT:** A total of \$33,500 is budgeted in Account Number 401-027-536-53400 for this activity, and the same amount will be included in the Fiscal Year 2012 Budget.

**LEGAL REVIEW:** Pursuant to the City's Charter, Article V, Section. 5.04, Competitive Bidding, the City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to Florida Statutes, Chapter 287. The original agreement provides for a second extension of the contract.

**STAFF RECOMMENDATION:** Staff recommends that Council approve extending this service for biosolids transportation and disposal with Appalachian Material Services for the second and last, one-year extension, at the same price (\$0.0398 per gallon) based on the same conditions of the original bid.

- ATTACHMENTS:**
- 1) Appalachian Material Services letter of approval for extension of services dated March 7, 2011
  - 2) Original Appalachian Material Services Contract
  - 3) Email correspondence indicating a separate liquid biosolids land application permit is not required by Appalachian Material Services

# Attachment 1

Appalachian Material Services letter of approval for  
extension of services dated March 7, 2011



## Appalachian Material Service, Inc.

9321 Moccasin Wallow Road, Parish 34219  
P.O. Box 97 Terra Ceia, FL 34250

Phone: 941-776-8706  
Fax: 941-776-8707

March 7, 2011

City of Brooksville  
Department of Public Works  
600 South Brooksville Ave.  
Brooksville, FL 34601-3710

Attn: William S. Smith  
Superintendent of Utilities

Re: Bid #UD 2008-01 Pick UP, Transportation and Legal Of Domestic Sewage Sludge  
From Cobb Rd. WRF

Dear Mr. Smith,

As you are probably aware, the first extension of our contract for removal and disposal services between Appalachian Material Service, Inc. and the City of Brooksville will expire July 5, 2011.

We would like to offer our services for the same terms and conditions as stated in the contract for the final 12 month extension. If the City is in agreement with this suggestion, please send the updated documents to the address above for signature.

If you have any questions, please feel free to contact me at your convenience.

Respectfully,

A handwritten signature in black ink, appearing to read "Lee Thompson".

Lee Thompson  
VP of Operations  
Appalachian Material Service, Inc.

cc: Pari Hice

# Attachment 2

Original Appalachian Material Services Contract

AGREEMENT FOR CONTRACTOR SERVICES for  
PICK UP, TRANSPORTATION AND LEGAL DISPOSAL OF  
DOMESTIC SEWAGE SLUDGE FROM COBB RD. WRF  
BID NUMBER: UD 2008-01

This Agreement made as of this 16 day of, June, 2008 by and between the City of Brooksville, Florida (the "CITY"), and Appalachian Material Services, Inc., authorized to do business in the State of Florida (the "CONTRACTOR"), whose address is 9321 Moccasin Wallow RD, Parish, FL, mailing: PO Bx 97, Terra Ceia, FL, 34250, phone, 941-776-8706 and fax, 941-776-8707.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and provide 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 **PICK UP, TRANSPORTATION AND LEGAL DISPOSAL OF DOMESTIC SEWAGE SLUDGE FROM COBB RD. WRF.**

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 (REPRESENTATIVE) during the performance of this Agreement.

ARTICLE 2 - SCHEDULE

\* This contractor shall commence services on July 6, 2008 and complete all services by July 5, 2010.

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

is changed or altered in any manner, then such extension or change of provision or condition shall be memorialized by an addendum, hereto executed by both parties. Costs associated with permit modifications related to the disposal site(s) will be the Contractor's responsibility.

### ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed, the not to exceed amount of \$ 101,490 annually 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 initiating CITY 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 he/she has reviewed the scope of work and inspected the work site and no change orders are anticipated.

### ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR upon 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 contemplated by this agreement 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 his/her own FICA and Social Security benefits with respect to this Agreement.

#### ARTICLE 8 - INSURANCE

A. The CONTRACTOR shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

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

hereunder.

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.

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, 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

In the event Contractor abandons its responsibilities under this contract without complying with Article 4 of this agreement, 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 incurred 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 collectible 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.

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 \$300,000/\$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 coverage required by law.

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

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 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, expressed or implied, 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, subcontract, 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 perform on the site and with his own organization, equivalent to not less than fifty (50) percent of the total dollar value of the work to be performed under 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 CITY MANAGER may designate a person to serve as the CITY'S REPRESENTATIVE, who 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 also be authorized to stop all or any portion of the work if in his or her 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
- F. Addendum (if any)
- G. 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) 544-5407  
Fax: (352) 544-5424  
Email: kphillips@ci.brooksville.fl.us

And if sent to the CONTRACTOR shall be mailed to:

A.M.S. INC.  
P.O. Box 97  
Terra Ceia, Fl. 34250

Phone: 941-776-8706

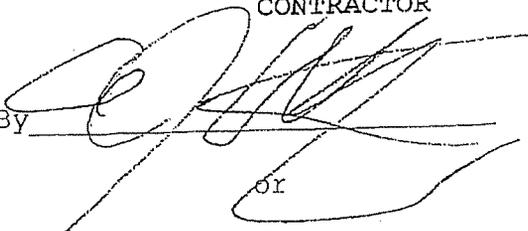
Fax: 941-776-8707

Email: \_\_\_\_\_

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

CITY OF BROOKSVILLE, FLORIDA

By   
DAVID PUGH  
MAYOR

CONTRACTOR  
By   
or  
By \_\_\_\_\_  
Authorized Representative

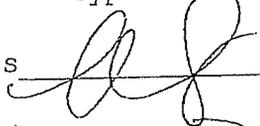
CITY CLERK

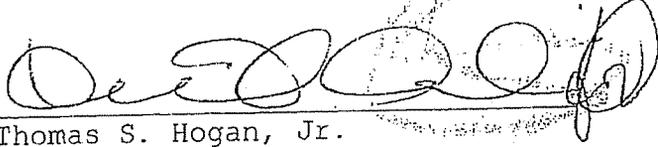
Attest   
KAREN M. PHILLIPS,  
CITY CLERK

A. Don Wimpy C.E.O  
Typed Name & Title

Witness Miriam Rivera  
Miriam Rivera  
Typed Name

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

Witness   
Lauron Bisacca  
Typed Name

  
Thomas S. Hogan, Jr.  
City Attorney

# Attachment 3

E-mail Correspondence

## Jon Dowler

---

**From:** William Smith  
**Sent:** Tuesday, June 21, 2011 10:02 AM  
**To:** Jon Dowler  
**Subject:** FW: AMS City of Brooksville Sites

**From:** McGucken, Vicki [<mailto:Vicki.McGucken@dep.state.fl.us>]  
**Sent:** Monday, June 20, 2011 3:28 PM  
**To:** William Smith  
**Cc:** Richard Radacky; Little, Craig  
**Subject:** RE: AMS City of Brooksville Sites

Dear Mr. Smith,

All of the AMS land application sites are in compliance, including those in Hernando County.

As you may know, every land application site must be permitted by January 1, 2013. No biosolids may be applied on an un-permitted site after that date. Current sites are called 'approved' sites, but there is no permit for the sites, now. Until the sites themselves are permitted, the sites are approved through the FACILITY permits.

You will see the new language in the City 's permit when it is issued, and I will be happy to explain this further to you.

*Sincerely,*

*Vicki Sue McGucken*

*Residuals coordinator*

*FDEP Southwest District*

*13051 N. Telecom Parkway*

*Temple Terrace, Florida 33637*

*813.632.7600, Extension 308*

*The Department of Environmental Protection values your feedback as a customer. DEP Secretary Herschel T. Vinyard Jr. is committed to continuously assessing and improving the level and quality of services provided to you. Please take a few minutes to comment on the quality of service you received. Simply click on [this link to the DEP Customer Survey](#). Thank you in advance for completing the survey.*

**From:** William Smith [<mailto:wsmith@ci.brooksville.fl.us>]  
**Sent:** Monday, June 20, 2011 1:56 PM  
**To:** McGucken, Vicki  
**Cc:** Richard Radacky  
**Subject:** AMS City of Brooksville Sites

Hello Vicki,

I am assuming you are still overseeing the sludge sites in Hernando County. We are proposing to renew the City's contract with AMS for another year. Do you have any input or any issues with the sites?

*Will Smith, Utilities Supt. City of Brooksville 600 S. Brooksville Av. Brooksville, Fl. 34601*  
*[wsmith@cityofbrooksville.us](mailto:wsmith@cityofbrooksville.us) (352)540-3868 (352)544-5470 FAX*



## CONSENT AGENDA ITEM

### MEMORANDUM

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Vacha*

**FROM:** GEORGE TURNER, CHIEF OF POLICE *G. Turner*

**SUBJECT:** Edward Byrne Memorial Justice Assistance Grant (JAG)  
Program – County Wide, 2011/2012

**DATE:** July 18, 2011

**GENERAL SUMMARY:** The 2011/2012 Edward Byrne Memorial Justice Assistance Grant award amount for Hernando County is \$ 88,797. These funds are to be used by local units of governments to support approved programs to prevent and control crime and to improve the criminal justice system.

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

The Substance Abuse Policy Advisory Board met at 4pm on June 20, 2011, at the County Clerk's meeting room, Hernando County Court House, Brooksville, FL and submitted the following recommendations for the 2011/2012 grant awards:

- *Hernando County Sheriff's Office:* TASER PURCHASE PROGRAM \$44,398.50
- *City of Brooksville Police Dept.:* PATROL VEHICLE REPLACEMENT PROGRAM \$44,398.50

*B* **BUDGET IMPACT:** Grant award is for the 2011/2012 budget year. There are no matching funds required. The grant amount \$ 44,398.50 will cover the cost of two State Bid Ford Crown Victoria Police Interceptors (or comparable police package vehicles).

*JOK* **LEGAL REVIEW:** The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services to include matters of fiscal impact and acceptance of grant funds.

**STAFF RECOMMENDATION:** Staff recommends the Brooksville City Council approve and authorize the Mayor to sign the consensus / 51% letter approving the recommendations forwarded by the Substance Abuse Policy Advisory Board, and, approve the City Manager to sign the Application for Funding as the Authorizing Official of Government Unit/Designated Representative of the City of Brooksville for both the application as well as the acceptance of the grant award in the amount of \$ 44,398.50. The final grant application is due in the offices of F.D.L.E. no later than July 22, 2011.

**ATTACHMENT:** Memo from Substance Abuse Policy Advisory Board Chair

TO: BROOKSVILLE CITY COUNCIL

FROM: DAVID D. RUSSELL, JR., CHAIRMAN *DDR by JSK*  
SUBSTANCE ABUSE POLICY ADVISORY BOARD

SUBJECT: 2011 FEDERAL EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT (JAG) PROGRAM FUNDS

DATE: JUNE 30, 2011

The Substance Abuse Policy Advisory Board (SAPAB) has approved the allocation of \$88,797 in Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds.

Attached for your review and signature is a letter (four originals) to the Florida Department of Law Enforcement in which the City Council agrees to the allocation of 2011 Federal Fiscal Year Edward Byrne Memorial JAG Program funds as follows: City of Brooksville Marked Patrol Vehicle Purchase Program in the amount of \$44,398.50; and Hernando County Sheriff's Office Tasers in the amount of \$44,398.50. The total amount of grant funding available is \$88,797.

The letter is required as part of the grant applications.

**RECOMMENDATION:** The Substance Abuse Policy Advisory Board recommends that the Brooksville City Council agree to the allocation of Federal Fiscal Year 2011 Edward Byrne Memorial JAG Program funds and authorize the Mayor to sign the attached letters for submittal to the Florida Department of Law Enforcement.

DDR:JSK:s

Attachments



July 18, 2011

Mr. Clayton H. Wilder  
Administrator  
Office of Criminal Justice Grants  
Department of Law Enforcement  
2331 Phillips Road  
Tallahassee, Florida 32308

Dear Mr. Wilder:

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Brooksville approves the distribution of \$ 88,797 of Federal Fiscal Year 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide funds for the following projects within Hernando County:

<u>Subgrantee</u>	<u>Title of Project</u>	<u>Dollar Amount</u>
<u>(City or County)</u> City of Brooksville	Marked Patrol Vehicle Purchase Program	<u>(Federal Funds)</u> \$44,398.50
Hernando County	Hernando County Sheriff's Office Tasers	\$44,398.50

Sincerely,

Frankie Burnett, Mayor  
City of Brooksville



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
**VIA:** T. JENNENE-NORMAN VACHA, CITY MANAGER *[Signature]*  
**FROM:** STEPHEN J BAUMGARTNER, FINANCE DIRECTOR *[Signature]*  
**SUBJECT:** FUEL PURCHASES WITH WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION UNDER THE 5 YEAR FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT

**DATE:** JUNE 22, 2011

**GENERAL SUMMARY/BACKGROUND:** Via Chief Turner we learned about the Wright Express fuel purchases program through a contract with the Florida Department of Management Services. I have reviewed the program in comparison to our current Hess purchasing arrangement and recommend Wright Express Financial Services.

The recommendation to move to the Wright fuel program is based on the following:

- The Wright Express fuel cards would allow our City card users to use other gas vendors besides Hess only. For example (see attached for available fuel providers) inside the City we could use Hess, Citgo, Sunoco, Murphy USA (Wal-Mart), and BP as a sample of available fuel providers.
- If a City employee is traveling outside the City, they are not limited to Hess only stations as we have with the current program.
- The bookkeeping and the card issuance will be very similar to the present program. Also, the Federal taxes are not charged with Wright as is presently done with the Hess program.
- A major consideration is the State Contract gives a 1.45% rebate to the gross price of the fuel. Our average monthly Hess bill for this fiscal year with Hess has been approximately \$22,000. This would give the City a \$319.00 monthly rebate off the current bills we are paying now. According to the Regional Sales Manager, this is 5 to 6 cents per gallon savings depending upon the fuel gallon price.
- The State Contract was issued in August of 2010. It expires in 5 years (2015) and can be renewed for five 1-year increments.
- There is no charge for the issuance of cards. Hess has recently waived their fees, but in the past the cost was \$1.00 per card per month.

- According to the Regional Sales Manager, the area governments such as Hernando, Lake, and Polk Counties, SWFWMD, City of Clermont, City of Tavares, City of St. Petersburg Police, Citrus County Sheriff, and the City of Eustis all use the Wright program.

I am attaching the State Contract, the fuel stations available and other information requested or pertinent to the program that we will complete if approved.

If approved, we will have a transition between the Hess program and the Wright program where we may purchase fuel with both credit card programs for a month. Our plan is to shut down the Hess program when all the new Wright cards are issued and distributed. If Council approves we expect to begin the program as soon as possible.

**BUDGET IMPACT:** This program should lower our fuel costs due to the 1.45% rebate.

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

**STAFF RECOMMENDATION:** Staff recommends City Council consideration to approve the City to begin purchasing their fuel under the Contract between the Florida Department of Management Services and Wright Express Financial Services Corporation (dated August 3, 2010).



AGENDA ITEM NO. F-5  
7/18/11

## CONSENT AGENDA ITEM MEMORANDUM

**TO:** THE HONORABLE MAYOR AND CITY COUNCILMEN

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

**FROM:** RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

**SUBJECT:** Alternating Current Drives and Components, Bid UD2011-08

**DATE:** June 30, 2011

**GENERAL SUMMARY/BACKGROUND:** Funding was approved in the Fiscal Year 2011 Budget in the Water and Sewer Division, Large-Scale Project List, for the upgrade of electrical drives at various water and sewer facilities. The installation of the drives will reduce the electrical peak demand at large installations, two (2) water plants, Cobb Road Water Reuse Facility, and two (2) large sewer lift stations. These drives will also improve the operating efficiency of a larger motor and reduce pipe failure from water hammers.

Water hammers are instances of water traveling at a high velocity through water lines in a water system. Due to the weight of water at high velocity, water hammers can cause significant damage to pipes and fixtures.

The drives will be installed by Department of Public Works' personnel.

Bid specifications for purchasing the drives and components were publicly advertised on June 10, 2011. Sealed bids were received, opened and read aloud in Council Chambers on June 24, 2011.

Five (5) written quotes were received from four (4) bidders in the following amounts:

BIDDER	BID AMOUNT
TAMPA ARMATURE WORKS, INC. (Option 1)	\$61,487.45
TAMPA ARMATURE WORKS, INC. (Option 2)	\$69,064.60
BARNEY'S PUMPS, INC.	\$74,860.00
HD SUPPLY	\$76,293.00
MAYER ELECTRIC	\$88,299.00

**BUDGET IMPACT:** In the Fiscal Year 2011 Budget, \$62,500 was approved for this project. Tampa Armature Works, Inc. provided two (2) bid options. The bid amounts differ as the electrical drives are produced by different manufacturers. The lowest bid from Tampa Armature for Option 1 is within budget, and therefore recommended. It is expected that the drives installed will reduce electrical usage by 3-5% annually.

**LEGAL REVIEW:** Pursuant to City Charter, Article V, Section 5.04, Competitive Bidding, the City Council is authorized to award bid for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to Florida Statutes, Chapter 287.

**STAFF RECOMMENDATION:** Staff recommends City Council consider approval of bid award to Tampa Armature Works, Inc., for Option 1, in the amount of \$61,487.45.

**ATTACHMENTS:** 1) Bid Opening Minutes  
2) Bid Certification Form

# Attachment 1

## Bid Opening Minutes

**BID OPENING MINUTES  
A/C DRIVES AND ASSOCIATED COMPONENTS  
BID NO. UD2011-08**

**June 24, 2011**

**3:00 P.M.**

A Bid Opening was held at approximately 3:00 p.m. on Friday, June 24, 2011, in the City Hall Council Chambers for **A/C DRIVES AND ASSOCIATED COMPONENTS BID NO. UD2011-08**. Janice Peters, City Clerk, Will Smith, Utilities Supervisor and Kim Harsin, Deputy City Clerk/Recording Secretary were in attendance.

City Clerk Peters advised that an Invitation to Bid was published in the June 10, 2011, edition of the Hernando Today with a closing date and time set for 3:00 p.m. on Friday, June 24, 2011.

As a result, 4 sets of bids were received, properly sealed and notated. The bids were to include one (1) original and three (3) copies with the following items: Bid Certification Form, Public Entity Crime Statement, Drug Free Workplace Certification, Copies of manufacturers' spec/data sheets on proposed components.

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

<b><u>Tampa Armature Works Inc., Tampa, FL</u></b>	<b>Option #1</b> \$61,487.45
All required documentation included; Drug Program Implemented	<b>Option #2</b> \$69,064.60
<b><u>HD Supply, Gainesville, FL</u></b>	\$76,293.00
All required documentation included; Drug Program Implemented	
<b><u>Mayer Electric, Tampa, FL</u></b>	\$88,299.00
All required documentation included; Drug Program Implemented	
<b><u>Barney's Pumps, Inc., Lakeland, FL</u></b>	\$74,860.00
All required documentation included; Drug Program Implemented	

City Clerk Peters informed bidders that the packets would be further reviewed by staff and their recommendation would be submitted to City Council in August, 2011. The bid opening concluded at 3:07 p.m.

\_\_\_\_\_  
Recording Secretary

# Attachment 2

## Bid Certification Form

Company Name: Tampa Armature Works, Inc. Bid Number: UD2011-08

City of Brooksville BID/PROPOSAL CERTIFICATION FORM

**AC DRIVES & ASSOCIATED COMPONENTS**

**BID NUMBER: UD2011-08**

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

1. The undersigned warrants that: (A) this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any), the Minimum Technical Specifications, Plans, Addendum, Exhibits, Agreement, Bonds and Insurance requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Bidder.
2. Please check one:
  - Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.
  - Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)
3. No contract will be required for this bid as this is a bid for direct purchase of goods and will be made via Purchase Order.
4. Bidder proposes and agrees to provide all materials or equipment itemized in this bid/proposal for **AC DRIVES & ASSOCIATED COMPONENTS** for the TOTAL BID SUM of Option 1: Sixty One Thousand Four Hundred Eighty-Seven dollars and Forty-Five cents (\$61,487.45). Option 2: Sixty Nine Thousand Sixty-Four dollars and Sixty cents (\$69,064.60). (Must reflect same total as itemized below.)

Company Name: Tampa Armature Works, Inc. Bid Number: UD2011-08

## 5. Bid Itemization

BID ITEM	Option # 1 DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.0	Variable Frequency AC Drives	EA	9	\$4,663.53	\$41,971.76
2.0	Input/Output Reactors (Only nine required, see attachment)	EA	18	\$ 435.29	\$ 3,917.65
3.0	Input Fuse Kits	EA	9	\$ 431.93	\$ 3,887.36
4.0	Enclosure & Sub-panel	EA	7	\$1,672.95	\$11,710.67
<b>Option # 1 TOTAL BID SUM:</b>					<b>\$ 61,487.45</b>

BID ITEM	Option # 2 DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.0	Variable Frequency AC Drives	EA	9	\$5,400.00	\$48,600.00
2.0	Input/Output Reactors (Only nine required, see attachment)	EA	18	\$ 582.35	\$ 5,241.18
3.0	Input Fuse Kits	EA	9	\$ 390.31	\$ 3,512.75
4.0	Enclosure & Sub-panel	EA	7	\$1,672.95	\$11,710.67
<b>Option # 2 TOTAL BID SUM:</b>					<b>\$ 69,064.60</b>

6. List any exceptions or variances from Minimum Technical Specifications:

See Attachment

7. Number of days from issuance of Purchase Order for delivery of complete order as bid.

45-Days

(Maximum 60 Calendar Days)

Company Name: Tampa Armature Works, Inc. Bid Number: UD2011-08

8. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.
9. List all sub-contractors that will be providing services amounting to more than 5% of the total bid sum.
10. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:

\_\_\_\_\_  
\_\_\_\_\_

<Remainder of Page Left Intentionally Blank>

Company Name: Tampa Armature Works, Inc. Bid Number: UD2011-08

Name of Bidder:

Business structure: (X) Corporation, ( ) Partnership, ( ) Individual, ( ) Other \_\_\_\_\_

If a Partnership:

Name(s) of Partner(s): \_\_\_\_\_

If a Corporation:

Incorporated in State of: Florida Date of Incorporation 2/01/1928

Business Address: 6312 78th Street

City, State, Zip: Riverview State FL Zip 33578

Telephone Number: ( 813 ) 621-5661 Fax ( 813 ) 425-0933

Submitted By: (Print) James A. Turner, III Title: President

Signature: [Handwritten Signature]

ATTEST: Secretary

By:

[Handwritten Signature]  
Print Name

James A. Turner, III

Affix Corporate Seal  
(If Corporation)

State of Florida  
County of Hillsborough

The foregoing instrument was acknowledged before me this 23rd day of June, 20 11, by James A. Turner, III, who is personally known to me ~~or who presented as identification,~~ and who (did) ~~(did not)~~ take an oath.

[Handwritten Signature]  
[Signature of Notary Public]

Constance M. Prokop  
[Printed, typed, or stamped name of Notary Public]  
Notary Public State of Florida  
Constance M Prokop  
My Commission DD753924  
Expires 03/25/2012  
[Commission Number of Notary Public]

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

### *ABB Drive Option # 1*

1. ABB Drive Includes built-in Input Line Reactor- only Output Reactor required to satisfy specification.
2. ABB Drive has an Output Ampere rating of 124 Amps which meet NEC requirements for 100HP @ 480VAC.
3. ABB Drive Output is rated 110% for one minute.
4. ABB Drive is rated for 40 Degree C (104 Degree F) Ambient Rating. The enclosure size listed **Does Not** provide enough surface area for proper cooling without some form of Heat Exchange.
5. ABB offers Fully Rated NEMA 3R Positive Pressure Design Packaged Drives if this option is desired.
6. Technical product data included for reference.

### *Toshiba Drive Option # 2*

1. Toshiba Drive includes DC Link Reactor providing the same functionality as an Input Line Reactor.
2. Toshiba Drive has Output Ampere rating of 160 Amps @ 480VAC.
3. Toshiba Drive Output is rated 150% for one minute.
4. Toshiba Drive is rated for 50 Degree C (122 Degree F) Ambient Rating. The enclosure size listed **Does Not** provide enough surface area for proper cooling without some form of Heat Exchange.
5. Toshiba offers thru panel kits for heat-sinking out the back of enclosure to reduce internal heat and reduce enclosure size.
6. Toshiba offers Fully rated NEMA 3R and NEMA 4 Packaged Drives if either option is desired.
7. Technical product data included for reference.



## AGENDA ITEM MEMORANDUM

**TO:** Honorable Mayor and City Council

**VIA:** T. Jennene Norman-Vacha, City Manager

**VIA:** Bill Geiger, Community Development Director

**FROM:** Steve Gouldman, AICP, City Planner

**SUBJECT:** Temporary Sign Ordinance No. 819

**DATE:** July 18, 2011

**BACKGROUND AND DISCUSSION:**

At the April 18, 2011 City Council meeting, the Council, in response to a local business owner's request, directed staff to provide to them for review and discussion the City's current regulations regarding banners, flags and pennants. The City's current regulations, Hernando County's regulations and several options for addressing the City's sign provisions were presented to City Council on May 2, 2011, June 6, 2011 and June 20, 2011. Also presented to City Council at the June 6, 2011 meeting was a proposed temporary Ordinance addressing temporary signs similar to that adopted by the City of Largo.

Following discussion of the temporary Ordinance on June 20, 2011, the City Council directed staff to provide one modification to the proposed regulations. As is demonstrated by the attached draft Ordinance, the proposed regulations will allow each business to display one temporary banner sign a maximum of 32 square feet in size or one feather sign a maximum of 12 feet in height and 32 square feet in size. Each business will be allowed to display the sign for a maximum of 30 continuous days once every six months. New businesses will be allowed to display either of the temporary signs for the first three months of the first six-month period. A permit fee of \$50.00 is proposed. Also proposed is that the Ordinance sunset one year from adoption unless an Ordinance is adopted extending the provisions.

**BUDGET/IMPACT:**

The proposed \$50.00 fee will provide the funds necessary for implementation, and no additional staff will be required to administer the provisions of the Ordinance. Any additional financial impacts will be the result of enforcement of the regulations.

**LEGAL REVIEW:**

Florida Statutes § 163.3202(1) requires that each county and each municipality must adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan. Florida Statutes § 163.3202(2) mandates

***Sign Regulations***

***July 18, 2011***

***Page 2***

that Local land development regulations shall contain specific and detailed provisions necessary or desirable to implement the adopted comprehensive plan.

**STAFF RECOMMENDATION:**

It is recommended that City Council evaluate the proposed Ordinance providing for the display of temporary signs and approve the first reading of the Ordinance as proposed. If the City Council approves the first reading of the Ordinance, a final hearing date will be established to take place on August 1, 2011 in the City Council Chambers.

**ATTACHMENT:**                      Draft Ordinance No. 819

**ORDINANCE NO. 819**

**AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, PROVIDING TEMPORARY SIGN OPPORTUNITIES FOR COMMERCIAL USES; PROVIDING STANDARDS AND ADMINISTRATIVE PROCEDURES FOR PERMITTING TEMPORARY SIGNS; PROVIDING FOR AN EFFECTIVENESS REVIEW; AND PROVIDING FOR AN EFFECTIVE DATE AND A TERMINATION DATE.**

**WHEREAS**, the City of Brooksville, Florida is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact ordinances; and,

**WHEREAS**, the City Council recognizes that the ongoing recession and the condition of the economy challenges local businesses to seek new and better ways to advertise and promote their business; and

**WHEREAS**, the City Council understands that certain businesses would benefit from additional promotional opportunities; and

**WHEREAS**, the City Council has enacted sign regulations as part of the Code of Ordinances; and

**WHEREAS**, the Code of Ordinances sign regulations currently allow temporary signs during grand opening and special events of limited duration only; and

**WHEREAS**, the City Council wishes to continue to protect the safety of motorists, pedestrians, and others from distractions caused by signs; and

**WHEREAS**, the City Council wishes to continue to preserve the aesthetic beauty of the City of Brooksville; and

**WHEREAS**, the City Council wishes to assist local businesses by providing temporary sign opportunities for businesses operating in the City of Brooksville;

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

**SECTION 1. TEMPORARY SIGNS.** In order to provide temporary sign opportunities for Brooksville businesses the following provisions are hereby adopted:

1. The following temporary signs shall be allowed for businesses on parcels zoned as PDP with commercial and/or office uses and in the C1, C2, C3, C4, CIS-1, I-1, I-2 and P-1 zoning districts as well as any new commercial, office and industrial zoning district not in existence as of the effective date of this ordinance:
  - A. One banner sign per business not to exceed 32 square feet securely affixed to a building; or

- B. One fabric sign per business attached to a vertical pole (“feather sign”) not to exceed 12 feet in height and 32 square feet in total area which shall be located on private property and set back from right-of-way lines such that it does not obstruct required sight triangles.
- 2. Temporary signs may be displayed for a maximum of 30 continuous days once every six months beginning on the effective date of this ordinance. New businesses shall be allowed to display a banner or fabric sign the first three months of the initial six month period, provided that the new business has not been in operation more than 12 months prior to the request for a temporary sign permit.
- 3. A temporary sign permit shall be required which shall be effective for the duration of this ordinance.
- 4. A \$50 annual fee for the temporary sign permit is hereby established.
- 5. The City Manager is hereby authorized to establish administrative procedures necessary to permit and regulate temporary signs allowed under this ordinance consistent with the intent and purpose of this ordinance.

**SECTION 2. EFFECTIVENESS.** The City Council hereby directs staff to review the effectiveness of the temporary sign provisions in providing economic stimulus and to report their findings to the City Council 90 days prior to the termination of this ordinance.

**SECTION 3. CONFLICTS.** The City Council expressly intends that the sign regulation provisions of the City of Brooksville Code of Ordinances shall remain in effect except to the extent allowed by this ordinance, until the termination of this ordinance as set forth in Section 5.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

**SECTION 5. TERMINATION DATE.** This ordinance shall sunset one year from its effective date and the program shall terminate one year from the effective date of this ordinance unless an ordinance is adopted extending the program.

**CITY OF BROOKSVILLE**

Attest: \_\_\_\_\_  
 Janice L. Peters, CMC, City Clerk

By: \_\_\_\_\_  
 Frankie Burnett, Mayor

PASSED on First Reading \_\_\_\_\_

NOTICE Published on \_\_\_\_\_

PASSED on Second & Final Reading \_\_\_\_\_

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

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

VOTE OF COUNCIL:

Bernardini	_____
Bradburn	_____
Burnett	_____
Johnston	_____
Pierce	_____



**AGENDA ITEM**  
**MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**VIA:** T. JENNENE NORMAN-VACHA   
CITY MANAGER

**FROM:** BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR &   
JENNIFER REY, THE HOGAN LAW FIRM, LLC, AS CITY ATTORNEY 

**SUBJECT:** ECONOMIC DEVELOPMENT INCENTIVE ORDINANCE NO. 820

**DATE:** JUNE 20, 2011

---

**GENERAL SUMMARY/BACKGROUND:** On June 7, 2010, Brooksville City Council adopted Resolution No. 2010-09 authorizing the placement of a referendum question on the August 2010 Primary Election Ballot relating to tax exemption for economic development as provided for under Fla. Stat. §196.1995. The tax exemption proposed by Resolution No. 2010-09 was ratified and approved by the electorate of the City in the August 24, 2010, election and the referendum results were ratified by the City Council as reflected in Resolution 2010-17 approved on September 20, 2010.

The proposed Ordinance sets forth the guidelines and criteria to implement the referendum. In addition, the proposed Ordinance provides for:

- The expenditure of funds budgeted for business and industrial promotion purposes; and
- Endorsing and cooperating with the Hernando County Office of Business Development for the County to provide the local match requirements offered to qualified target industries that locate within the City that meet the eligibility requirements for the County's Job Creation Grant Program; and
- Economic incentives for deferring/forgiving payment of a percentage of building permit and impact fees, subject to the availability of funds as determined by the City Council on an annual basis through the budget review and amendment process; and
- Establishing requirements for administration and procedures to be followed in conjunction with the incentive program, performance standards that must be met/monitored in order for businesses to retain incentives provided, and forfeiture of funding/incentives provided in the event of a breach or default by the business with any applicable ordinance or agreement.

The initial draft of the proposed ordinance was presented to City Council for review on March 21, 2011. At that time, the City Council members provided direction to staff (some written/some verbalized) to revise the draft ordinance and bring it back at a later date for first reading consideration. Since that meeting, the draft ordinance has been further reviewed and revised to reflect the Council's direction as well as additional clean-up of language within the document.

SB

**BUDGET IMPACT:** The budget impact of adopting the ordinance will require the expenditure of budgeted public funds for promotion purposes and incentives to attract targeted industries or businesses to locate within the City. All promotional funds and incentives shall be established and capped at an amount determined via the annual budget process by the City Council. Amounts budgeted may not be exceeded without first obtaining approval by the City Council.

SB

**LEGAL NOTE:** The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services. The City is authorized under Fla. Stat. §196.1955 to grant tax exemptions and Fla Stat. §288.106 to financially participate in the total tax refund incentives as refunds become due.

**STAFF RECOMMENDATION:** Approve first reading of Ordinance No. 820 (with or without modification as deemed appropriate) and authorize the public hearing and second and final reading of the Ordinance to take place on August 1, 2011, at 7:00 p.m. in the City Council Chambers; or, provide additional direction to staff.

**ATTACHMENT:** Proposed Ordinance No. 820

**ORDINANCE NO. 820**

**AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, PROVIDING FOR ECONOMIC DEVELOPMENT INCENTIVES; ESTABLISHING REQUIREMENTS FOR IMPLEMENTING THE AD VALOREM PROPERTY TAX ABATEMENT REFERENDUM; CREATING INCENTIVES FOR TARGETED INDUSTRY JOB CREATION AND ECONOMIC DEVELOPMENT GROWTH; PROVIDING FOR SEVERABILITY, CONFLICTS, REPEAL, AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Brooksville, Florida, (“City”) is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and,

**WHEREAS**, the City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida; and,

**WHEREAS**, pursuant to Chapter 166, Florida Statutes, and Section 1.03 of the Charter of the City of Brooksville, the City may exercise any power for municipal purposes except when expressly prohibited by law; and,

**WHEREAS**, it is the intent of the City to establish and further a sound business and industrial tax base in the City of Brooksville, of which said tax base will benefit all residents in the City by better broadening the distribution of the burden of taxes; and,

**WHEREAS**, this intent and purpose is accomplished by attracting those businesses and industries that pay equal to or greater than the average annual wage to locate in the City; and,

**WHEREAS**, the City Council adopted Resolution No. 2000-01 authorizing placement of a referendum question on the March 14, 2000 Presidential Preference Primary Ballot relating to tax exemption for economic development; and,

**WHEREAS**, the tax exemption proposed by Resolution No. 2001-01 was ratified and approved by the electorate of the City in the March 14, 2000 election; and,

**WHEREAS**, the tax exemptions authorized by Resolution 2001-01 expired as of March 14, 2010; and,

**WHEREAS**, Fla. Stat. §196.1955(7) provides that the authority to grant such tax exemptions expires ten years after the date it was approved in an election and allows for a renewal of the tax exemption, by referendum, for another ten year period; and,

**WHEREAS**, the City Council adopted Resolution No. 2010-09 on June 7, 2010 authorizing placement of a referendum question on the August 2010 Primary Election Ballot relating to tax exemption for economic development; and,

**WHEREAS**, the tax exemption proposed by Resolution No. 2010-09 was ratified and approved by the electorate of the City in the August 24, 2010 election; and,

**WHEREAS**, the referendum results were ratified by the City Council as reflected in Resolution 2010-17 approved on September 20, 2010; and

**WHEREAS**, the Legislature of the State of Florida enacted §288.106, Florida Statutes, to encourage the growth of high-wage, valued added employment in the State of Florida; and,

**WHEREAS**, Section 288.106, Florida Statutes, authorizes the Florida Office of Tourism, Trade and Economic Development (OTTED) to accept, review and approve applications for tax refunds to qualified target industry businesses; and,

**WHEREAS**, Section 288.106 Florida Statutes, requires local financial participation of the total tax refund incentive as tax refunds become due; and,

| **WHEREAS**, the City desires to participate in and promote the available state and county economic development incentive programs that will assist in accomplishing the purposes of attracting ~~qualified~~ targeted industries with value-added employment opportunities.

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Brooksville, as follows:

| **SECTION 1. TITLE.** ~~The~~ This ordinance shall be known and may be cited as the “Brooksville Economic Development Incentive Ordinance.”

| **SECTION 2. PURPOSES AND FINDINGS OF FACT.** The preceding recitals are true and correct, and are incorporated herein, in haec verba. It is the intent and purpose of this Ordinance to provide the authority and mechanisms within the parameters of federal, state and local laws, to allow the expenditure of public funds for promotions and incentives to attract targeted industries or businesses to locate within the City and through expansion of certain existing targeted industries or businesses, particularly when such targeted industries and businesses pay greater than the annual average wage to locate or expand in the City.

**SECTION 3. DEFINITIONS.** For the purpose of this Ordinance, the following definitions shall apply.

- A. *Above average annual wage* means one hundred fifteen (115) percent or greater of the average annual wage for Hernando County.
- B. *Average annual wage* means the average annual wage paid to workers in Hernando County as published by the State of Florida, Agency for Workforce Innovation, Labor Market Statistics, for the most current year published.
- C. *Applicant* means the industrial or business entity seeking to be certified by the City as a targeted industry pursuant to this ordinance.

- D. *Attributable tax increment* means the increased increment in the City's ad valorem and tangible property tax base attributable or apportionable to new development, redevelopment or expansion of a targeted industry.
- E. *Base Wage* means compensation received by an employee for fulfilling job functions. Compensation may include benefits such as, but not limited to medical insurance. Compensation shall not include benefits such as any mandatory federal employer contribution, state employer contribution, vacations, holidays, or sick leave.
- F. *Building permit fees* are those fees charged by the City for construction, erection, modification, repair and demolition activities within the City which are governed under the Florida Building Code and charged pursuant to section 553.80, Florida Statutes, and Section 105.44 of the City's Code of Ordinances.
- G. *Business or industry* means any business entity authorized to do business in the state and the city or the county, including all members of an affiliate group of corporations as defined in Section 220.03 (1)(b), Florida Statutes.
- H. *Business Development Area Activity (BDA)* means any program, activity, or venture in which the City participates as a partner, investor or grantee related to any federal, state, or local government program involving the development or creation of business or industry related enterprise, program area or development.
- ~~I.~~ *Business Recruitment Activity* means an activity or expense, to include but not limited to meals, hospitality, travel, meeting expense, etc., undertaken or incurred in hosting representatives of a new business or a business seeking to expand within the City
- ~~J.~~ *Expansion of an Existing Business or Industry* means the expansion of a business or industry by or through additions to real and personal property on a site co-located with a target industry or business operation owned by the same owner. Expansion of an existing business or industry also means a relocation within the ~~utility service area~~ City of a target industry or business operation presently existing within the ~~utility service area~~ City.
- ~~J.~~~~K.~~ *Impact fees* are those fees, excluding utility connection fees, charged by the City relating to new development and redevelopment activities within the City and charged pursuant to the City's Code of Ordinances, Resolutions and Interlocal Agreements.
- ~~K.~~~~L.~~ *Full-time* means any full-time equivalent position(s) including, but not limited to, positions obtained from a temporary employment agency or employee leasing company or through co-employment under a professional employer organization agreement.
- ~~L.~~~~M.~~ *Jobs* means full-time equivalent positions, as such terms are consistent with terms used by the state department of labor and employment security and U.S. Department of Labor for purposes of unemployment compensation tax administration and employment estimation. Jobs shall not include temporary construction jobs involved

with the construction of facilities for the project or any jobs which have been previously included in any incentive application for benefits provided pursuant to in this Ordinance.

~~M.N.~~ *Industrial development* means the development, and/or redevelopment or expansion of any commercial or industrial facilities.

~~N.O.~~ *New Business* means a business or industry which does not exist within the City or the City's utility service area, first begins its operations on a site located within the City or the City's utility service area and is clearly separate from any other operation owned by the same business or industry.

~~O.P.~~ *New job* means the addition of a new full-time job which is wholly based in the City and which previously did not exist as part of the City's total job base.

~~P.O.~~ *Project* means the creation of a new business or industry or the expansion of an existing business or industry.

~~Q.R.~~ *Qualified targeted industry (QTI)* are those industries and businesses serving multi-state and/or international markets that are able to create new jobs at greater than the average annual wage for Hernando County (specifically excluding all retail activities, utilities, mining and other extraction or processing business, and activities regulated by the division of hotels and restaurants of the department of business and professional regulation) and which have been further approved by the state as a QTI pursuant to section 288.106, Florida Statutes.

~~R.~~ *Utility Service Area* means the areas within the municipal boundaries of the City and those areas outside the municipal boundaries in Hernando County that fall within the City's first right to serve area for water and wastewater services.

S. *Targeted industry (TI)* are those industries and businesses primarily serving markets outside of Hernando County and that are able to create new jobs at equal to or greater than average annual wage for Hernando County (and specifically excluding all retail activities, utilities, mining and other extraction or processing business, and activities regulated by the division of hotels and restaurants of the department of business and professional regulation) and which have been certified as a TI by the City. Examples of TIs include, but are not limited to:

1. Aviation and aerospace industry (examples include businesses that support the aviation and aerospace industry such as aircraft manufacturing, maintenance support services, etc. ~~air freight and passenger charter services~~);
2. Clean manufacturing;
3. Corporate headquarters;
4. Emerging technologies;
5. Financial and professional services (exclusive of retail consumer services);
6. Green technologies and energy (examples include solar energy, biomass energy and bio-fuels, water energy, fuel cells, hydrogen, energy conservation waste reduction; and conversion technologies);

7. Information technologies (examples include information technology products/services/training, software development, modeling/simulation, photonics/lasers/optics, microelectronics; and telecommunications);
8. Life sciences (examples include biotechnology, medical device manufacturing, pharmaceuticals; and health care equipment);
9. Logistics and distribution warehousing.

In determining whether an industry or business initially qualifies as a TI, the City may take into consideration whether said industry or business is listed in the list of target industries prepared by Enterprise Florida, Inc. in connection with the QTI program; however, certification as a TI by the City is not dependent on whether the same industry or business is approved or listed as a QTI by Enterprise Florida, Inc. or the State of Florida.

**SECTION 4. EXPENDITURE OF PUBLIC FUNDS.** The City Manager, or his or her designee, may expend funds which are budgeted for business and industrial promotion purposes in furtherance of this ordinance, and may include but not be limited to the expenditure of. ~~In addition, the City is authorized to expend~~ funds for the following:

- A. To publicize, advertise and promote the City of Brooksville;
- B. To make known the advantages, facilities, resources, products, attractions, attributes, employer opportunities, and business and development incentives; of the City;
- C. To create a favorable climate of opinion concerning industrial and business development in the City;
- D. To cooperate with other agencies, public and private, including the Hernando County Office of Business Development, the State of Florida Agency for Workforce Innovation and Enterprise Florida, Inc., to accomplish these purposes;
- E. To provide meals, hospitality and entertainment of persons for Business Recruitment Activities ~~in the interest of promoting industrial or business development or engendering goodwill toward new industrial or business development,~~ within the limits of funds to be budgeted for this purpose on an annual basis;
- F. To further the operations and activities of the Ambassador for Commerce and Employment;
- G. To encourage and facilitate the creation of new jobs within the City which pay equal to or greater than the average annual wage for Hernando County;
- H. To attract qualified targeted industries and targeted industries to locate to, relocate in, or expand within the City; and for the City, ~~through~~ to endorse and elicit the cooperation with ~~of the~~ Hernando County Office of Business Development, to participate with the State of Florida Office of Tourism, Trade and Economic Development (OTTED), ~~and Enterprise Florida, Inc. and related participating entities, in~~ for Hernando County to provide the local match requirements offered to

qualified targeted industries within the City regarding the County's Job Creation Grant Program of new jobs;

- I. To further the "~~economic~~Economic eElement" of the City's ~~comprehensive Comprehensive plan~~Plan pursuant to ~~chapter~~Chapter 163, ~~part~~Part II, Florida Statutes;
- J. To identify and define specific or targeted areas within the City or City service areas where new industrial and business development should be promoted or where City-based incentives are provided.

**SECTION 5. ECONOMIC DEVELOPMENT AD VALOREM TAX ABATEMENT AND EXEMPTION.** ~~Certain new or expanding companies~~New Businesses or Expansions of an Existing Business or Industry meeting established eligibility criteria and creating 10 or more jobs due to relocation to the City or through expansion of existing facilities ~~within the City~~ may be granted an ad valorem property tax exemption of up to 100% of the increased valued added to the tax roll for up to ten (10) years as an incentive for meeting State requirements. Additionally, any new business that locates or expands within the incorporated area of the City of Brooksville/Hernando County Enterprise Zone #2701 may be eligible to receive an ad valorem property tax exemption of up to 100% of the increased value added to the tax roll for up to ten years. City of Brooksville Resolution No. 2003-02 establishes guidelines, consistent with Florida Statutes, to implement the Ad Valorem Tax Abatement Exemption. The City Council shall establish and adopt by may amend and revise the guidelines established by Resolution No. 2003-02 from time-to-time to ensure continued consistency with statutory requirements and to integrate local input within the guidelines to achieve the desired results of offering this incentive. guidelines for implementing this provision.

**SECTION 6. INCENTIVES RELATING TO BUILDING PERMIT FEES.**

- A. Targeted industries that have been certified as a TI by the City and which through new development, redevelopment or expansion create at least ten (10) new full-time jobs within the City which have an average salary equal to or greater than the average annual wage for the county will be eligible to apply to the City to have up to a maximum of ~~one hundred~~fifty (10050) percent of its building permit fees deferred for seven (7) years, and at the end of the deferral period, have all of the building permit fees which were deferred forgiven by the City, providing the TI still meets all of the original eligibility requirements for a TI (the requirements will be specified in an agreement between the TI and the City in such form and manner acceptable to the City in its sole discretion).
- B. The City will be responsible for reviewing each application it receives for building permit fee deferral/forgiveness and shall prepare a recommendation and report to the City Council as to whether any incentive under this provision should be awarded to the TI applicant and, if so, at what amount or percentage. The City Council, acting in their sole legislative discretion, shall make the final decision as to whether to award any incentive to the TI under this provision and, if so, the amount of any such award.

- C. The amount of building permit fees deferred for all eligible targeted industries in any given fiscal year shall be capped at an amount established via the annual budget process by ~~resolution of the City Council~~. The total amount of building permit fees deferred by the City each fiscal year shall not exceed the cap without first obtaining the approval of the City Council.
- D. Funds necessary to replace the building permit fees deferred in any given fiscal year shall be appropriated from any lawful funds other than building permit fees, within the operating budget of the City, ~~to replace within the same fiscal year any deferred permit fees and paid to the appropriate fund at the time of permitting.~~
- E. In the event the TI closes its business, moves out of the City, or loses its status as a TI at any time during the seven-year deferral period, the TI will be required to pay to the City all building permit fees which have been deferred. As a condition for receiving the deferral of building permit fees, the TI, and the landowner as may be appropriate, will provide the City with a performance bond, letter of credit, or promissory note and mortgage in favor of the City (in such manner and form acceptable to the City in its sole discretion) to enable the City to enforce the restrictions and conditions in this ordinance. The covenants described in this section may, at the City's option, be part of the developer's agreement described in Sec. 6.A above, and may be recorded against the subject property in the official public records.

**SECTION 7. INCENTIVES RELATING TO IMPACT FEES.**

- A. Targeted industries that have been certified as a TI by the City and which through new development, redevelopment or expansion create at least ten (10) new full-time jobs within the City which have an average salary equal to or greater than the average annual wage for the county will be eligible to apply to the City to have up to a maximum of ~~one hundred fifty (10050)~~ fifty (50) percent of its impact fees deferred for seven (7) years, subject to the cap set forth herein, and at the end of the deferral period, have all of the deferred impact fees forgiven by the City providing the TI still meets all of the original eligibility requirements for a TI (the requirements will be specified in an agreement between the TI and the City in such form and manner acceptable to the City in its sole discretion).
- B. The City will be responsible for reviewing each application it receives for impact fee deferral/forgiveness and shall prepare a recommendation and report to the City Council as to whether any incentive under this provision should be awarded to the TI applicant and, if so, at what amount or percentage. The City Council, acting in their sole legislative discretion, shall make the final decision as to whether to award any incentive to the TI under this provision and, if so, the amount of such award.
- C. Notwithstanding anything to the contrary, the total amount of impact fees deferred under subsection ~~(4)7.A~~ above shall be capped at, and not exceed, ~~an amount established by resolution of the City Council~~ ten thousand dollars (\$10,000) for each and every eligible targeted industry. This cap shall apply to each TI and is not intended as a cumulative cap where there are two (2) or more eligible TIs in any

given year. In the event that an eligible TI has impact fees in excess of the established cap, said TI shall be required to pay to the City all impact fees calculated in excess of the cap ("non-deferred impact fees") at the time of building permitting. As part of the TI's application, the TI may request to have its non-deferred impact fees (as anticipated) refunded by the City. If the City Council, in their legislative discretion, approves to refund all or any portion of the non-deferred impact fees, then the amount and terms of such refund shall be part of the approval process and be included in the agreement between the TI and the City. Each year hereunder, the TI shall be responsible for ensuring that it is in full compliance with this ordinance and its agreement with the City as a precondition of receiving any award or funds from the City.

- D. Funds necessary to replace the impact fees deferred in any given fiscal year shall be appropriated from any lawful funds other than impact fees, within the operating budget of the City, ~~to replace within the same fiscal year any deferred impact and paid to the appropriate fund at the time of permitting.~~
- E. In the event the TI closes its business, moves out of the City, or loses its status as a TI at any time during the seven-year deferral period, the TI will be required to pay to the City all impact fees which have been deferred and/or refunded. As a condition for receiving the deferral and/or refund of impact fees, the TI, and the landowner as may be appropriate, will provide the City with a performance bond, letter of credit, or promissory note and mortgage in favor of the City (in such manner and form acceptable to the City in its sole discretion) to enable the City to enforce the restrictions and conditions in this ordinance. The covenants described in this ordinance may, at the City's option, be part of the developer's agreement described in Sec. 7.A above, and may be recorded in the official public records.

**SECTION 8. ADMINISTRATION AND PROCEDURES.** The following procedures and requirements shall be used in implementing the exemptions and incentives provided for in this ordinance.

- A. Economic Development Ad Valorem Tax Abatement and Exemption.
  - 1. ~~The City Council shall follow the guidelines established by resolution Resolution No. 2003-02. ¶The rules and procedures established within the guidelines may be amended or varied by the City Council from time-to-time by resolution to include, but not be limited to establishing different criteria for eligibility and other eligibility factors in order to fully implement the provisions intent of the tax abatement/exemption.~~
  - 2. Applications for the Economic Development Ad Valorem Tax Abatement or Exemption incentive, must be submitted for approval by the City Council within twenty-four months of the issuance of a Certificate of Occupancy by the City for improvements to real property or within twenty-four months of the purchase/installation of personal property.

~~2.3.~~ Upon Application for an ad valorem property tax exemption shall be made on Department of Revenue form #DR-418 (as amended), and upon approval of an agreement between the City and an applicant of an eligible New Business or eligible Expansion of an Existing Business, the City may grant, in its sole and absolute discretion, an Economic Development Ad Valorem Tax Abatement/Exemption to the New Business or Expansion of an Existing Business.

~~3.4.~~ The tax abatement/exemption described herein shall not apply to improvements to real property made by or for the use of New Businesses or Expansions of an Existing Business ~~new or expanding existing businesses~~ when such improvements have been added or increased prior to the adoption of this ordinance, unless an exemption has been previously granted by the City Council by ordinance.

~~4.5.~~ To grant a tax abatement/exemption under this ordinance, the City Council shall adopt an ordinance granting the tax abatement/exemption and the ordinance must include the following:

- a. the name and address of the New Business or Expansion of the Existing Business to which the exemption is granted;
- b. the total amount of revenue available to the City from ad valorem tax source for the current fiscal year;
- c. the total amount of revenue lost to the City for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect;
- d. the estimated revenue loss to the City for the current fiscal year attributable to the exemption of the business named in the ordinance;
- e. the period of time for which the exemption will remain in effect and the expiration date of the exemption; and,
- f. a finding that the business name in the ordinance meets the definitional requirements of the law and the City's ordinance.

~~5.6.~~ An annual review of the Economic Development Ad Valorem Tax Abatement and Exemption shall be prepared and submitted to the City Council each fiscal year after the adoption of this ordinance.

~~6.7.~~ Any procedures, rules or criteria established to implement the Economic Development Ad Valorem Tax Abatement and Exemption shall be made available in the City Clerk's Office.

B. Targeted Industry Incentives and Grants.

1. Any industry or business seeking to be certified as a TI under this ordinance shall complete and file an application with the City prior to the issuance of any building or other development permit.
2. Following receipt of the application, the City will review the application for completeness and sufficiency. If the application is incomplete or additional information is required, the City will advise the applicant what is required for completeness or sufficiency. It shall be the sole responsibility of the applicant to timely correct all completeness and sufficiency deficiencies.
3. Upon the City determining that an application is complete and sufficient, the City shall make a determination whether the applicant qualifies as a TI and shall advise the applicant in writing of its determination. If the applicant is rejected as a TI, then the applicant may appeal such determination to City Council by filing a written request with the City Manager within thirty (30) calendar days of receiving its written notification of rejection. The appeal shall set forth in particularity all grounds upon which the applicant relies. Failure to timely appeal a decision of the City to the City Council pursuant to this ordinance shall constitute a waiver of such review.
4. If the City determines that the applicant is qualified as a TI, then it shall prepare a written recommendation and report to the City Council regarding what incentives under this ordinance, if any, should be offered to the applicant. The recommendation and report to the City Council will include a project summary (based upon the application and any other information provided to the City), the number of anticipated new jobs created by the Project, and the total gross square feet of new development or expansion that will be constructed in connection with the project. The recommendation and report will also include in its analysis:
  - a. the anticipated total ad valorem and tangible property taxes to be received by the City as a consequence of the location, relocation or expansion of the TI;
  - b. The TIs anticipated overall fiscal impact to the City's economy;
  - c. Any grants, deferrals or incentives the TI has previously received from the City, local, state or federal government;
  - d. Other incentive applications which may be pending;
  - e. The projected cost to the City associated with any grants, deferrals and/or incentives which may be proposed to the applicant under this ordinance;
  - f. Availability of general revenue funds; and,

- g. Any budgetary or fiscal constraints of the City.

In addition, the City will prepare the appropriate agreement or agreements between the City and the TI applicant regarding all grants, deferrals or incentives proposed under this ordinance.

- 5. At a duly noticed public hearing, the City Council shall consider the proposed incentive agreement or agreements under this ordinance. Following discussion, the City Council, in its legislative discretion, may vote to approve, amend or deny any agreement hereunder. The approval of any incentives under this ordinance shall be subject to funding availability as determined by the City Manager and the City's budget as set by the City Council.
  - 6. Any TI approved under this ordinance must be in full compliance with this and all other applicable ordinances, codes and regulations, and all terms and conditions of its agreement or agreements with the City as a pre-condition of receiving any grants, deferrals and/or incentives from the City.
  - 7. Twelve (12) months after any agreement under this ordinance is concluded or terminated, the City will prepare a written report for the City Council which outlines the then present and anticipated economic impacts that the approved TI has had and will have on the City.
  - ~~7.8. Applications for the Hernando County Jobs Creation Grant would be made directly to the Hernando County Office of Business Development and would be subject to the County's rules, requirements and eligibility determinations for the same.~~
- C. Additional Procedures and Rules. The City Manager is authorized to promulgate such other administrative policies, procedures and rules necessary to effectively implement the provisions of this ordinance.

**SECTION 9. PERFORMANCE DEMONSTRATION AND REVIEW.** Following adoption of an ordinance granting an Economic Development Ad Valorem Tax Abatement/Exemption or following execution of an grant agreement as required by this ordinance, the City may periodically conduct site visits and audits of the New Business or Expansion of an Existing Business to ensure that the ~~business~~ is satisfactorily performing under the ordinance or grant agreement and this ordinance. As a prerequisite of receiving an exemption, incentive or grant funds from the City in year one and each year thereafter, the New Business or Expansion of an Existing Business shall demonstrate:

- A. That it has fully satisfied all terms and conditions contained in the agreement as described in Sections 6.A., 7.A. and/or ordinance as described in Section 8.A.4. ~~up~~ continuing through the subject funding period;
- B. That it has not been, nor is, in breach or default of the grant agreement or any other incentive agreement with the City pursuant to this ordinance; and,

C. That it has created the number of eligible new jobs promised within the time frames set forth below:

1. For any new construction or expansion of a building or facility to be used and occupied by the New Business or Expansion of an Existing Business, the New Business or Expansion of an Existing Business shall demonstrate that it has created the number of eligible new jobs promised no later than twelve (12) months from receiving the certificate of occupancy for its primary building or facility, or from the date of completing its expansion.
2. For any existing building or facility, the New Business or Expansion of an Existing Business shall demonstrate that it has created the number of eligible new jobs promised no later than twelve (12) months from moving into its building or facility and commencing operations.

**SECTION 10. CESSATION OF OPERATIONS DURING EXEMPTION/GRANT**

**TERM.** In the event the New Business or Expansion of an Existing Business ceases its operations, closes its business, moves out of the county, loses its status as a New Business or Expansion of an Existing Business at any time during the ordinance or agreement period, or is in breach or default of any ordinance or grant agreement with the City under this ordinance, then the New Business or Expansion of an Existing Business shall forfeit any and all funding/incentives which may be remaining under its agreement and any other incentive pursuant to this ordinance.

**SECTION 11. ELIGIBILITY FOR EXPEDITED PLAN REVIEW AND**

**PERMITTING.** Targeted industries that qualify under this ~~article-ordinance~~ shall also be eligible for expedited plan review and permitting by the applicable City departments.

**SECTION 12. INCENTIVES NON-EXCLUSIVE.**

The incentives in this ordinance are not exclusive and eligible ~~targeted~~-Targeted Industries may apply for as many incentives as they qualify for in this ordinance or other provisions of the Code. Further, the incentives in this ordinance do not preclude an industry or business from applying or qualifying for or participating in other federal, state or local programs. The City Council, in its sole discretion, reserves the right to limit or restrict the number of applicants and the total number and dollar amount of all grants, deferrals and incentives under this ordinance which may be awarded in any given City fiscal year.

**SECTION 13. SEVERABILITY.**

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

**SECTION 14. CONFLICTS AND REPEALER.**

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

**SECTION 15. AMENDMENT TO CODE.** This Ordinance shall amend and supplement Chapter 26 Community Redevelopment, Article I In General of the Code of Ordinances for the city of Brooksville, as directed herein.

**SECTION 16. CODIFICATION.** It is the intention of the City Council of the City of Brooksville, Florida that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Brooksville, Florida and the word "ordinance," or similar words may be changed to "section," "article," or other appropriate word or phrase and the sections of the ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 13, 14, 15, and 16, shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 17. EFFECTIVE DATE.** This Ordinance shall take effect and be in force after approval of same by the City Council of the City of Brooksville

**CITY OF BROOKSVILLE**

By: \_\_\_\_\_  
Frankie Burnett, Mayor

Attest: \_\_\_\_\_  
Janice L. Peters, CMC, City Clerk

**PASSED** on First Reading \_\_\_\_\_  
**NOTICE** Published on \_\_\_\_\_  
**PASSED** on Second & Final Reading \_\_\_\_\_

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

VOTE OF COUNCIL:  
Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Johnston \_\_\_\_\_  
Pierce \_\_\_\_\_

\_\_\_\_\_  
Thomas S. Hogan, Jr., City Attorney



## AGENDA ITEM MEMORANDUM

**TO:** HONORABLE MAYOR AND CITY COUNCILMEN  
**FROM:** T. JENNENE NORMAN-VACHA, CITY MANAGER   
**SUBJECT:** PERSONNEL POLICIES - EMPLOYEE GRIEVANCE  
PROCEDURE AND PERSONNEL ADVISORY BOARD  
**DATE:** JULY 8, 2011

**GENERAL SUMMARY/BACKGROUND:** During Regular Session of City Council meeting on June 20, 2011, Councilman Joe Bernardini provided copies of specific Personnel Policies of the Hernando County Board of County Commissioners, including Employee Grievance Policy and Personnel Advisory Board to members of the City Council. These are included herein as Attachment 1. Further Councilman Bernardini asked that Council review their policies and consider changes to the City's policies at the next meeting.

To aide in Council discussions, the following is provided as a historical reference to the City's current grievance procedures, as made by City Council:

- Agenda Item of February 12, 2007 Council Agenda, regarding Adoption of Temporary Grievance Procedure, presented by City Attorney David La Croix with attorney firm of Allen, Norton & Blue. Policy proposed was adopted by City Council. (Attachment 2)
- Agenda Item of November 19, 2007 Council Agenda, regarding Personnel Policy Revision – Sections 2.00 B, 2.01, 2.02, presented by City Manager, Jennene Norman-Vacha. This was approved by City Council. (Attachment 3)
- Agenda Item of July 6, 2009 Council Agenda, regarding Personnel Policies and Procedures; Orientation and Training, Discipline and Corrective Action, Grievance Procedure, and Separation of Employment, presented by City Attorney Jennifer Rey. Policies proposed were adopted by City Council. (Attachment 4)

# *Attachment 1*



**HERNANDO COUNTY**  
*Board of County Commissioners*

Policy Title:  <b>Employee Grievance Policy</b>	Effective Date:	July 1, 2000
	Revision Date(s):	October 1, 2002
	Latest Review:	February 1, 2007

**Policy Statement:**

It is the policy of the Hernando County Board of County Commissioners to encourage employees to bring to the attention of management any of their complaints about work related situations. Employees shall be provided with an opportunity to present their complaints and have the decision of management reviewed through a formal complaint and grievance procedure. All complaints and grievances shall be resolved fairly and promptly.

In order to do this, guidelines will be established in order to provide all staff members with the opportunity to secure consideration of a grievance dealing with any of the following employment areas:

- a. Any presumed violation of Personnel Policies and Procedures as adopted by the Board of County Commissioners.
- b. Any presumed violation of established departmental policy or procedure or a departmental rule.

The following are not grievable under this policy:

- a. Sexual Harassment (Please refer to the sexual harassment policy)
- b. Layoffs and reductions-in-force
- c. Budget Appropriations
- d. Changes in the workforce due to restructuring and/or re-organization
- e. Changes in County Policies

The submission of a grievance by an employee shall in no way adversely affect the employee or

his employment with the County and the following procedure shall be followed by an aggrieved employee.

## Procedure

### A. Overview

1. An adjustment period employee may not appeal a dismissal or demotion.
2. The following procedure shall be followed by an aggrieved employee.
3. If needed, a member of the Human Resources Department staff may assist the aggrieved employee in the formulation of the grievance statement and in advising the affected employee of all rights and responsibilities in the grievance procedure.
4. The Human Resources staff member shall not act as a representative or advocate for the aggrieved employee.
5. The aggrieved employee shall have reasonable time to consult with the Human Resources Department and participate in the grievance process, and such time shall not be charged against the employee when it falls during the employee's normal duty hours. If such time falls outside of the employee's normal duty hours, it shall not be considered as time worked.
6. An aggrieved employee may, if desired, be represented by another person. The employee must submit, in writing, the name of their representative to the Human Resources Department and fill out any required authorizations. Any financial or other compensation for such representation shall be the sole responsibility of the aggrieved employee.
7. At any point in the grievance process after a grievance has been filed, an employee may request, in writing, a cancellation or a continuance of up to ten (10) working days. The request must be approved by the County Administrator.

### B. Procedure

1. Step One: Immediate Supervisor.
  - a. The supervisor is defined as the employee's Rating Authority in the Employee Performance Review Program.
  - b. The aggrieved employee has the right to first personally bring his/her grievance, in writing (by completing Section A of the Grievance form), to his/her immediate supervisor within 14 calendar days of the employee learning of the situation or issue.

- c. After receiving the grievance in writing from the employee, the supervisor shall consult with management and within 14 calendar days from the date the grievance was received, will answer the grievance, in writing (Section B of the Employee Grievance Form), and attempt to resolve the matter in a manner which is satisfactory to the employee and which is consistent with the Personnel Policies and Guidelines or other County policies that may be involved.
  - d. The employee shall refer to the next step of the procedure only if he/she disagrees with the solution or explanation provided by the immediate supervisor or if a response is not received within the policy time frames.
2. Step Two: Department Director
- a. If the grievance is not adjusted to the satisfaction of the employee, the employee shall have 14 calendar days to fill out Section C of the grievance form and present it to his/her Department Director. Section C of this form will be completed by the aggrieved employee and submitted to his/her Department Director. A copy may be forwarded to Human Resources, if desired.
  - b. The Department Director will notify the employee of his/her decision within 14 calendar days from the receipt of the grievance form. This notification shall be made in writing by completing Section C of Employee Grievance Form.
  - c. The employee shall refer to the next step of the procedure only if he/she disagrees with the solution or explanation provided by the Department Director or if a response is not received within the policy time frames
3. Step Three: Personnel Advisory Board
- a. If the employee is not satisfied with the results received in Step Two, within seven (7) calendar days, from the date the answer is received, the employee will have the right to appeal before the Personnel Advisory Board. Such appeal shall be made in writing by completing Section D of the Employee Grievance form.
  - b. The Human Resources Department shall place the hearing on the Personnel Advisory Board Agenda. The meeting will be scheduled within 45 calendar days.
  - c. The Personnel Advisory Board shall hear all testimony and in the presence

of the grievant at the conclusion of the hearing, shall render a decision, which will be forwarded in writing by the Chair of the Personnel Advisory Board to the County Administrator for final approval.

- d.
  1. The County Administrator shall make the final decision and shall notify the employee of the results of his/her decision, in writing, within 14 calendar days from the date the recommendation is received.
  2. In the case where a Department Director or other direct report of the County Administrator is the grievant, the recommendation of the Personnel Advisory Board shall be forwarded to the Board of County Commissioners where it shall be placed on the Board agenda within 3 weeks. Each Board member will be provided copies of the Personnel Advisory Board meeting tapes in order to listen to the entire hearing. The Board shall then make a determination either to uphold or overturn the decision of the Personnel Advisory Board. No arguments will be presented to the Board of County Commissioners as the Board is only determining whether or not to uphold the decision of the Personnel Advisory Board. At the conclusion of the Board meeting, the County Administrator or designee shall notify the employee of the results of the Board's decision within 14 calendar days.
- e.
  1. The decision of the County Administrator is final and no reconsideration is available.
  2. In the case of Department Directors or other direct reports of the County Administrator, the decision of the Board of County Commissioners is final and no reconsideration is available.

#### C. DISPOSITION

1. Termination/Suspension Reinstatement - The employee may be compensated retroactively if he/she is reinstated as a result of the decision of management arising from the grievance procedure.
2. Records - Upon conclusion of the formal proceeding, all notes, documents, minutes of the procedure and materials shall be forwarded to Human Resources to be included in the grievant's personnel file.



**HERNANDO COUNTY**  
*Board of County Commissioners*

Policy Title:  <b>Personnel Advisory Board</b>	Effective Date:	July 1, 2000
	Revision Date(s):	July 1, 2000
	Latest Review:	February 1, 2007

**Policy Statement:**

It is the policy of the county to establish guidelines to define the role of and function of the Personnel Advisory Board which provides advisory support to the County Administrator on matters relating to authorized grievances.

## Procedure

- A. The Personnel Advisory Board's purpose is to act as an unbiased review and advisory committee to make recommendations to the County Administrator in the grievance procedure.
- B. The Personnel Advisory Board shall be composed of three (3) county employees, one (1) alternate county employee, two (2) citizens of Hernando County and one (1) alternate citizen of Hernando County. Members will be appointed by the Board of County Commissioners.
- C. The Human Resources Director or designee shall be the advisor to the Personnel Advisory Board. A legal advisor shall also be available.
- D. The Personnel Advisory Board shall convene when a grievance has reached the appropriate step of the grievance process. The Director of Human Resources shall be responsible for ensuring that all PAB members are notified of the meeting time and given an agenda with the appropriate back-up documentation.
- E. The Personnel Advisory Board is governed by the Florida Sunshine Law and meetings will be open to the public and notified appropriately.
- F. The Personnel Advisory Board may adopt its own set of procedures to be used during grievance hearing.
- G. Please see the Hernando County Grievance Policy for further information relating to the Personnel Advisory Board.





**Section C**

**GRIEVANT/EMPLOYEE MUST SUBMIT THE ORIGINAL FORM TO THE  
DEPARTMENT DIRECTOR**

TO: Department Director

I wish to appeal the grievance answer from the Supervisor

Reason For Appeal:

---

---

---

---

---

---

---

---

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
(Grievant/Employee)

---

This section to be completed by the Department Director

Date Received: \_\_\_\_\_ Date Employee Advised: \_\_\_\_\_

**Response:**

---

---

---

---

---

---

---

---

---

---

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
(Department Director)

**Section D**

**GRIEVANT/EMPLOYEE MUST SUBMIT THE ORIGINAL FORM TO HUMAN RESOURCES**

TO: Human Resources

I wish to appeal the grievance answer from the Department Director.

Reason For Appeal:

---

---

---

---

---

---

---

---

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
(Grievant/Employee)

---

**This section to be completed by Human Resources**

Date Received: \_\_\_\_\_ Date Employee Advised: \_\_\_\_\_

**Response:**

---

---

---

---

---

---

---

---

---

---

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
(Human Resources)

**Section E**

(Step Five - To be filled out by employee)

**GRIEVANT/EMPLOYEE MUST SUBMIT THE ORIGINAL FORM TO THE HUMAN RESOURCES DIRECTOR FOR FURTHER SCHEDULING WITH THE PERSONNEL ADVISORY BOARD**

TO: Human Resources Director

I wish to appeal my grievance to the Personnel Advisory Board..

Reason For Appeal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
(Grievant/Employee)

Please attach decision of the Personnel Advisory Board Hearing.

FINDINGS/RECOMMENDATION OF THE HEARING OFFICER TO BE FORWARDED TO COUNTY ADMINISTRATOR FOR THE FINAL DECISION.

**FILING INSTRUCTIONS**

Whenever a satisfactory or final solution (at whatever step) is determined, this original must be returned to the Human Resources Department for the permanent files. Copies will be furnished when requested as soon as possible.

# *Attachment 2*

*David La Croix*  
*Attorney*

AGENDA ITEM NO. E-16  
2/12/07

*Land Use Planning  
and Zoning  
Local Government Law  
Appellate Practice*

*Post Office Box 381  
Brooksville, FL 34605  
Tel. & fax: (352) 382-1373  
davidlac@earthlink.net*

MEMORANDUM

TO: City Council Members  
FROM: David La Croix, City Attorney  
SUBJECT: Adoption of Temporary Grievance Procedure  
DATE: January 29, 2007

---

The City's labor law counsel has recommended, and I concur, that the City Council adopt a new and interim grievance procedure in place of what is currently in the City's personnel rules. The new policy will resolve a problem in the current personnel rules, which conflict with the City Charter.

Because we may have to have some grievance hearings in the near future, I recommend that the interim policy be adopted by Council now, waiving any referral to the Personnel Board for review and recommendation. As with the existing personnel rules, the interim policy may be adopted by motion, without a resolution or ordinance.

The interim policy should also be referred to the Personnel Board for consideration of it as a permanent replacement for the existing grievance procedure, either as is or with recommended revisions, and the Personnel Board should also be requested to consider and make recommendations as to any other changes to the personnel rules our labor counsel recommends.

LAW OFFICES

**Allen, Norton & Blue**

PROFESSIONAL ASSOCIATION

## CORAL GABLES / MIAMI OFFICE

121 MAJORCA AVE  
SUITE 300  
CORAL GABLES, FL 33134-4508  
305-445-7801  
FACSIMILE 305-442-1578

## ORLANDO OFFICE

1477 WEST FAIRBANKS AVENUE  
SUITE 100  
WINTER PARK, FL 32789-7113  
407-571-2152  
FACSIMILE 407-571-1496

## TALLAHASSEE OFFICE

906 NORTH MONROE STREET  
SUITE 100  
TALLAHASSEE, FL 32303-6143  
850-561-3503  
FACSIMILE 850-561-0332

## TAMPA OFFICE

324 SOUTH HYDE PARK AVENUE  
HYDE PARK PLAZA, SUITE 225  
TAMPA, FL 33606-4127  
813-251-1210  
FACSIMILE 813-253-2006

REPLY TO: Tampa

January 26, 2007

PERSONAL & CONFIDENTIAL

Steve Baumgartner  
Acting City Manager  
City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601

Re: *Proposed Interim PPM Grievance Procedure - Interim Procedures*  
(Our File No. 1(T))

Dear Steve:

We are of the opinion that all City employees except the City Manager have property right protection from suspension without pay, demotion or termination. This arises because the City PPM states that such actions can be only for "a legitimate business reason." (PPM Section 8.00). Unlike employees who are "at will", employees who have property rights are entitled to due process before a final decision is made with respect to disciplinary action for which they have property right protection (in the case of Brooksville, suspension without, pay, demotion or termination). When one of these three forms of discipline is being considered, due process requires notice of the reasons for potential disciplinary action, a list of the witnesses and a summary of their testimony and notice of the right to a pre-disciplinary hearing before a decision is made.

The process can either be:

- (1) Process 1: an informal pre-disciplinary conference held by the decision maker before a decision is made at which time the employee has an opportunity to explain his position with regard to the charges and a subsequent evidentiary formal due process post-disciplinary hearing after the decision if the employee is suspended without pay, demoted or terminated; or

Steve Baumgartner  
Acting City Manager  
City of Brooksville  
January 26, 2007  
Page 2

- (2) Process 2: an evidentiary formal due process hearing before a final decision is made.

Typically, when the decision is made by a department head and then appealed to the CEO or other body, Process 1 is followed. On the other hand when the employee reports directly to the CEO, Process 2 is often used. In either case, temporary suspension without pay pending a final decision can occur so long as the employee has an opportunity to explain his position before the temporary suspension without pay is effected.

A major problem in this case, is the language of Chapter IX (Grievance Procedure), Section 9.01, Step 5 of the PRR over against Section 3 of the City Charter as to who makes the final decision and the appropriate appeal procedure. Thus, the PPM calls for the Personnel Advisory Board ("PAB") and the City Council make up the final decision process while Section 3 of the City Charter provides that the City Manager has the sole authority in these areas.

The current grievance/appeal procedure will meet due process so long as the employee has a full blown evidentiary trial before the Personnel Advisory Board ("PAB") and the City council only deals with the issue of whether the facts as found constitute just cause. Such hearings are sometimes long and drawn out as the employee is entitled to an attorney at his own expense, the CEO has the burden of proof, the parties are entitled to present and cross examine witnesses, produce documents and make argument verbally or in writing to both the PAB and to the City Council (if either party takes exception to the PAB's findings and or recommendations). Even so, it is my view this process is inconsistent with Section 3 of the City Charter as to the respective roles in personnel matters and, in my view, would only be a legal process if in a particular case the City Manager specifically authorized the current grievance procedure to be utilized, which, in effect, would be delegating his Charter Section 3 authority to the PAB and City Council for that case.

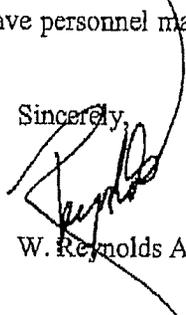
In my opinion this inconsistent and legally problematic matter should be addressed immediately on a temporary basis until such time as the City PPM can be totally revised in accordance with the wishes of the City Council and the City Manager. Thus, I recommend that the City Council rescind the current grievance procedure in the City PPM and temporarily substitute the one I have attached unless the City Manager and the City Council agree to continue to the current grievance procedure in which case it would have to be operated as generally described in the paragraph immediately above.

Should the Council decide to rescind the current grievance procedure, the attached interim procedures will make the pre-disciplinary procedure as well as the appeal procedure consistent with the City Charter Section 3 and ensure employees with properly rights that they will receive due process of laws under the U.S. and Florida Constitutions. Furthermore, it will remove City Council members from potential personal liability for arguably acting outside the

Steve Baumgartner  
Acting City Manager  
City of Brooksville  
January 26, 2007  
Page 3

scope of their authority so long as they leave personnel matters to the City Manager as Section 3.04 of the City Charter provides.

Sincerely,



W. Reynolds Allen

WRA/tac

Enclosures

cc: David Pugh, Mayor, Group #2  
Frankie Burnett, Vice Mayor, Group #3  
Joe Bernardini, Council Member, Group #1  
Lara Bradburn, Council Member, Group #4  
Richard Lewis, Council Member, Group #5  
David La Croix, Esq., City Attorney

**CHAPTER IX(A)****EMPLOYEE GRIEVANCE PROCEDURE - WRITTEN  
WARNINGS AND NON-DISCIPLINARY MATTERS****SECTION 9A.01 PURPOSE**

It is the purpose of this grievance procedure to assure fulltime non-probationary employees below the level of Chief or Director that their non-disciplinary complaints arising under this PPM and written warnings will be considered fairly, rapidly and without reprisal. In addition, free discussion between employees and supervisors will lead to better understanding of practices, policies, and procedures which affect employees.

**SECTION 9A.02 DEFINITION OF A GRIEVANCE**

A grievance is a complaint about the misapplication or misinterpretation of this PPM Rules or applicable departmental rules and regulations or written warnings.

**SECTION 9A.03 PROCEDURE**

- A. Step One: An employee shall present his complaint to his immediate supervisor within five (5) working days from the time of occurrence of the grievance. The supervisor shall attempt to resolve the grievance within three (3) working days after the complaint is made to him.
- B. Step Two: If the employee has not received an answer from the immediate supervisor within five (5) working days, or if the employee feels the answer received is not satisfactory, he will put in writing the facts and circumstances of the problem and present the written statement to his Director within five (5) working days after the supervisor's decision or deadline in Step One, whichever first occurs. Assistance will be provided by Human Resources if requested, including for those employees who cannot read or write or have a language problem. The Director will investigate the grievance and meet with the employee to discuss the grievance within five (5) working days. The Director will notify the employee of his decision within five (5) days following the meeting date.
- C. Step Three: If the employee has not received an answer from the Director within five (5) working days, or if the employee feels the answer received is not satisfactory, he will put in writing the facts and circumstances of the problem and present the written statement to the City Manager, or his designee, within five (5) working days after the Director's decision or deadline in Step Two, whichever first occurs. Assistance will be provided by Human

Resources if requested, including for those employees who cannot read or write or have a language problem. The City Manager, or his designee, will investigate the grievance and meet with the employee to discuss the grievance and will notify the employee of his decision following the meeting date.

**CHAPTER IX(B)****PROCEDURE FOR PRE-DISCIPLINE AND GREIVANCE PROCEDURE FOR  
SERIOUS DISCIPLINARY ACTIONS****SECTION 9B.01 APPLICATION**

This chapter shall apply only to non-probationary full-time employees

**SECTION 9B.02 SUSPENSIONS WITHOUT PAY, DEMOTIONS OR  
TERMINATION****A. Pre-Disciplinary Procedure.**

Subject to Section 9B.03 below, when a Director or other member of management (hereinafter "Director") is considering termination, demotion or suspension without pay (other than temporary):

1. The employee shall be given written notice of the reason such disciplinary action is being considered, the names of the witnesses, a summary of the information on which the Director relies and an opportunity to present his position either verbally or in writing to the Director before the decision is made. Notice shall be complete upon either personally handing it to the employee or mailing it to the employee's address as contained in the City personnel file.
2. The Director, with the approval of the City Manager, may suspend the employee without pay immediately pending the ultimate decision, provided the employee shall be advised of the reasons and given an opportunity to explain his position before the temporary suspension without pay.
3. If after considering all of the evidence before him, the Director decides to suspend without pay, demote or terminate, he shall notify the employee in writing of the decision and the reasons therefore, and advise the employee of his right to a due process hearing under Section 9B.02(B) below.

B. Appeal Procedure.

1. The employee who has been suspended without pay, demoted or terminated who wishes to appeal must appeal in writing to the City Manager, or his designee, within fourteen (14) calendar days after notice of the action.
2. Notice shall be complete upon personal delivery or when postmarked to the employee's last known address in the City personnel records.
3. Upon receipt of a timely appeal, the City Manager shall arrange a hearing at which the Director shall be required to establish just cause by a preponderance of the evidence.
4. Not less than seven (7) calendar days prior to the hearing, to the extent not already provided under Subsection A (1) above, the Director and the employee will provide the other with a list of witnesses, except rebuttal witnesses, a brief summary of their anticipated testimony, and a list of all documents, except rebuttal documents, upon which they intend to rely.
5. The employee shall be entitled to be represented by counsel of his choice at his expense and shall have the right to present evidence, examine and cross-examine witnesses and state his position orally or in writing.
6. Proceedings shall be recorded by tape, video or other recorder or by court reporter.
7. The City Manager shall consider the evidence before him and make Findings of Fact and Conclusions of Law, which shall be final and binding on all concerned.

**SECTION 9B.03 ALTERNATIVE PROCEDURE**

At his option, in the case of possible suspension without pay (other than temporary), demotion or termination, the City Manager may elect to provide the employee with full formal due process before any disciplinary action is taken, in which event:

- A. The employee shall be given written notice of the reason such disciplinary action is being considered, the names of the witnesses, a summary of the information on which the City Manager relies and an opportunity to present his position either verbally or in writing to the City Manager before the decision is made. Notice shall be

complete upon personal delivery or when postmarked to the employee's last known address in the City personnel records.

- B. The Director or the City Manager (when a Director or Chief is involved) may suspend the employee without pay immediately pending the ultimate decision, provided the employee shall be given an opportunity to explain his position before the temporary suspension without pay.
- C. The provisions of Sections 9.02(B)(4)-(7) shall apply.

#### **SECTION 9B.04 GENERAL PROVISIONS**

- A. The time limits set forth above, may be extended upon written request for reasons considered appropriate by the City Manager, or his designee. Failure of an employee to file an appeal in a timely fashion, unless an extension has been granted in advance, will constitute an automatic abandonment of his appeal.
- B. In the event a grievance is filed which involves two (2) or more employees in the same or similar event, happening or condition, the City Manager may rule that the grievance will be consolidating for hearing and decision.

#### **SECTION 9B.05 DELEGATION OF AUTHORITY**

At his option, the City Manager may delegate to another Director, an attorney or other person to hold the hearing and make the final decision or hold the hearing and make recommended Findings of Fact and Conclusions of Law, in which event the City Manager shall be bound by the recommended findings of fact as long as they are supported by probative evidence in the record, shall not be bound by the conclusions of law, and shall make the final decision for the City. The City shall bear the fee of any substitute for the City Manager which he delegates.

LAW OFFICES  
**Allen, Norton & Blue**  
PROFESSIONAL ASSOCIATION

CORAL GABLES / MIAMI OFFICE  
121 MAJORCA AVE  
SUITE 300  
CORAL GABLES, FL 33134-4508  
305-445-7801  
FACSIMILE 305-442-1578

ORLANDO OFFICE  
1477 WEST FAIRBANKS AVENUE  
SUITE 100  
WINTER PARK, FL 32789-7113  
407-571-2152  
FACSIMILE 407-571-1496

TALLAHASSEE OFFICE  
906 NORTH MONROE STREET  
SUITE 100  
TALLAHASSEE, FL 32303-6143  
850-561-3503  
FACSIMILE 850-561-0332

TAMPA OFFICE  
324 SOUTH HYDE PARK AVENUE  
HYDE PARK PLAZA, SUITE 225  
TAMPA, FL 33606-4127  
813-251-1210  
FACSIMILE 813-253-2006

REPLY TO: Tampa

January 12, 2007

VIA FACSIMILE (352.544.5424)

Richard E. Anderson  
City Manager  
City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601

Re: City of Brooksville  
Our File No. 1(T)

Dear Dick:

As a result of our meeting with David this afternoon to review various employment issues, I reviewed the City Charter and certain of the sections of the City Personnel Policy Manual.

A review of the City Charter, Section 3, Article III, provides:

1. Section 3.01 recognizes the City Manager as a Chief Administrative Officer of the City responsible to the Council for the administration of all City affairs for which he is responsible under the Charter.
2. Section 3.04 provides that among the other duties and powers of the City Manager is the appointment, suspension and removal of all City employees.
3. Section 3.05 provides that the City Manager is responsible for the supervision and direction of all departments, agencies and offices of the City.

My review of the Charter does not reveal a reservation of any role for the City Council with respect to personnel actions except as they relate to the employment, compensation or removal of the City Manager, City Attorney and outside consultants.<sup>1</sup> (See, Sections 3.02 and 4.02).

Based on the above, it is our opinion that the City Council as a body and the individual members of the City Council should not involve themselves in personnel matters involving the

---

<sup>1</sup> This, of course, would be subject to the statutory role of the City Council as public employer and legislative body under F.S. 447 in the event one or more groups of City employees were represented in a collective bargaining agent certified by the public employee Relations Commission.

Richard E. Anderson  
City Manager  
City of Brooksville  
February 12, 2007  
Page 2

supervision and/or potential disciplinary actions of City employees except the City Manager and the City Attorney. While City Council members generally enjoy immunity from suit so long as they act within the scope of their authority, when they act outside the scope of their authority, they are subject to individual lawsuits with no immunity if it is proved they acted outside the scope of their authority.

It is our opinion that since the City Charter provides that the City Manager is responsible for personnel, including appointment, suspension and removal, that should individual Council members become involved in those types of actions, they may well subject themselves to personal liability for engaging in conduct outside the scope of their authority under the City Charter.

I have also reviewed certain sections of the City Personnel Policy Manual dealing with disciplinary and grievance issues and suggest they need to be revised for three reasons. The first is that the Grievance Procedure is inconsistent with the City Charter since it makes the City Council the final decision-maker when the City Council does not have that authority under the Charter. Secondly, these sections need to be revised to reflect a constitutionally proper due process procedure for those employees to whom the City has granted property rights. Thirdly, it is my opinion that some areas of these sections are poorly written.

I look forward to working with you, Dave and the City Council as and when the City wishes.

Sincerely,

W. Reynolds Allen

WRA/tac

cc: David LaCroix, City Attorney

# *Attachment 3*

MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN  
FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER   
SUBJECT: PERSONNEL POLICY REVISION – SECTIONS 2.00 B, 2.01, 2.02  
DATE: NOVEMBER 9, 2007

Attached is a letter that we received from Deborah Hogan of the Hogan Law Firm (Attachment 1) recommending that the City Council remove Sections 2.00 B, 2.01 and 2.02 from the current City of Brooksville Personnel Policy Manual. These sections are in reference to the Personnel Advisory Board and are attached as Attachment 2.

As you will recall, this action was recommended by Reynolds Allen (labor attorney) when he appeared before Council on May 14, 2007. At that time, City Council changed its policy in regard to grievance procedures, eliminating the referral to the Personnel Advisory Board. Mr. Reynolds had further suggested the elimination of the Personnel Advisory Board as structured from the City's policy.

The Hogan Law Firm, in review of the recommendations of Mr. Allen and working with the City Manager to revise the City's personnel policies, is in agreement with the recommendation to eliminate the Personnel Advisory Board from the City's Personnel Policy.

**BUDGET IMPACT:** This is a policy change that carries no budget or financial impact.

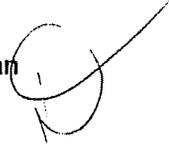
**LEGAL REVIEW:** Legal has reviewed this policy change and recommends elimination of Sections 2.00 B, 2.01 and 2.02 by the Council.

**STAFF RECOMMENDATION:** Staff recommends approval by City Council to revise the Personnel Policy Manual, specifically eliminating Sections 2.00 B, 2.01 and 2.02.

# Attachment 1

# Memorandum

To T. Jennene Norman-Vacha, City Manager

From: Deborah Hogan 

Date: 10/8/2007

RE: Personnel Advisory Board

---

Effective February 12, 2007, the City Council adopted a new Temporary Grievance Procedure which waived referral of grievances to the Personnel Board, because it conflicted with the City Charter.

To promote uniformity in the Personnel Manual, we recommend that additional sections of the Personnel Manual be amended to conform with our predecessor's recommendation to cease referring grievances to the Personnel Board. We suggest the following amendments:

Delete §2.00 B,  
Delete §2.01,  
Delete §2.02

The effect of the proposed additional amendments would be to disband the Personnel Advisory Board.

This change may be adopted by motion, without a resolution. There is no requirement to refer this proposed amendment to the Policy Advisory Board for review or recommendation.

## Attachment 2

## CHAPTER II

### ORGANIZATION FOR PERSONNEL ADMINISTRATION

Section 2.00	The City Council	Pg. 11
Section 2.01	Personnel Board	Pg. 11
Section 2.02	Duties of the Personnel Board	Pg. 12
Section 2.03	Director of Personnel	Pg. 12
Section 2.04	Human Resources Director	Pg. 12
Section 2.05	Personnel Records	Pg. 12

[THIS PAGE INTENTIONALLY LEFT BLANK]

**CHAPTER II  
ORGANIZATION FOR PERSONNEL ADMINISTRATION**

Section 2.00 - The City Council

The City Council:

- A. Shall approve and/or disapprove all personnel rules, procedures and amendments thereto.
- B. May refer an issue to the Personnel Board for recommendation.

Section 2.01 - Personnel Board

The Personnel Advisory Board for the City shall consist of seven (7) members and one alternate member. Members serve for a term of three (3) years.

City Council shall appoint three (3) non-employees to the Board. These persons shall reside within the City.

Three (3) remaining members shall be employees elected by secret ballot of employees (excluding Department/Division Directors) within each of the three (3) Funds (General-Utilities-Sanitation) of the City. Announced elections will be held during the month of January before a member's term expires. Secret ballots will be distributed, collected and tallied by the City Clerk, Human Resources Director and the Chair of the Personnel Board. The employee receiving the highest number of votes in each of the three (3) Funds shall be deemed a member of the Personnel Board subject to approval of City Council.

The seventh (7) member of the Board shall be selected from the General Fund employees by the three (3) employees elected to the Board.

Any member of the Personnel Board may be removed by the City Council on recommendation of the Personnel Board. Three (3) unexcused absences in a six (6) month period will automatically initiate the removal procedure.

If a member is qualified for service on the Personnel Board by virtue of an employment status, loss of that status constitutes immediate loss of membership on the Personnel Board.

The Personnel Board shall elect a Chair and Vice-Chair at its first meeting subsequent to January 31st of each year. The Chair, or Vice-Chair in his/her absence, shall set the agenda, preside over the meetings, and designate the time and location of the meetings. Special meetings may be called at the request of the Chair, or any three Board Members. Four (4) members present, one (1) of which must be the Chair or Vice-Chair, and one (1) of which shall be a member appointed by the City Council, shall constitute a quorum. The Human Resources Director shall be an ex-officio non-voting member of the Personnel Board.

Section 2.02 - Duties of the Personnel Board

- A. Advise the City Council, Director of Personnel and Human Resources Director on matters relating to trends in personnel management.
- B. Act as a grievance review committee to conduct hearings and submit findings and recommendations to the Director of Personnel and/or the City Council if required.
- C. Make recommendations to the City Council for personnel policy changes.
- D. Review "Employee of The Quarter" nominations and make recommendation to City Council.

**CHAPTER II  
ORGANIZATION FOR PERSONNEL ADMINISTRATION**

- E. Review and recommend "Employee Incentive Award" proposals.
- F. Perform any other personnel related duties assigned by the City Council.

**Section 2.03 - Director of Personnel**

The City Manager is the Director of Personnel and will supervise and direct the administration and technical functions of the personnel program. In addition to the duties imposed on him/her by these personnel policies, it shall be his/her responsibility to:

- A. Apply equally and fairly all personnel regulations as adopted by the City Council.
- B. Foster and develop, in cooperation with appointing authorities, elected officials, and other interested parties, programs for the improvement of employee effectiveness and morale.
- C. Appoint the Human Resources Director.
- D. Exercise all the duties and powers vested in the City Manager by the City Charter.

**Section 2.04 - Human Resources Director**

The Human Resources Director of the City shall have the responsibility to:

- A. Render service to the City Departments and Divisions in the area of personnel management.
- B. Establish and maintain all employee personnel files.
- C. Administer the adopted administrative policy and procedures for uniformity of personnel rules and procedures.
- D. Properly compute, control and record all personnel matters required by administrative policy.
- E. Properly manage personnel records as required by City, State and Federal laws, rules and regulations.

**Section 2.05 - Personnel Records**

City personnel records and employment applications are open for personal inspection by any person pursuant to Chapter 119, Florida Statutes.

- A. Employees and job applicants will be advised that employment applications and personnel files are available for public inspection pursuant to Chapter 119, Florida Statutes, and subject to any exemptions provided for by law.
- B. Employees are encouraged to review his/her personnel file periodically. Request for such review should be made through the Human Resources Office.
- C. The Human Resources Office will advise the employee through City mail when the employee's personnel file has been reviewed by any person other than City Council, City Management or Human Resources Office personnel.

# *Attachment 4*



**AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**VIA: T. JENNENE NORMAN-VACHA  
CITY MANAGER**

Handwritten signature of T. Jennene Norman-Vacha in black ink.

**FROM: JENNIFER C. REY, ESQ.  
THE HOGAN LAW FIRM, LLC  
AS CITY ATTORNEY**

Handwritten initials "JRC" in black ink.

**SUBJECT: PERSONNEL POLICIES AND PROCEDURES: ORIENTATION  
AND TRAINING, DISCIPLINE AND CORRECTIVE ACTION,  
GRIEVANCE PROCEDURE, AND SEPARATION OF  
EMPLOYMENT**

**DATE: JUNE 29, 2009**

---

**GENERAL SUMMARY:** Staff has initiated a comprehensive review of the City's existing personnel policy manual. As a result, a variety of personnel policies will be researched, revised and updated over the course of the coming year. These proposed policies, if approved, shall apply to all employees except those employees in collective bargaining units unless the union waives its right to bargain on these policies, the union has approved these policies, or as provided in a collective bargaining agreement. The following policies are proposed for Council's approval:

- **Section 8.00 Disciplinary/Corrective Action.** The proposed policy replaces Sections 8.00 Demotion, Suspension, Dismissal, Section 8.01 Suggested Discipline, Section 8.03 Supervisor's Role, Section 8.04 Appeals, and Section 8.05 Disciplinary Deductions for Exempt Employees of the current policy manual. It sets forth the City's option with respect to disciplinary and corrective action measures.
- **Section 9.00 Grievance Procedure.** The proposed policy replaces Sections 9.00 Grievance Policy, Section 9.01 Grievance Procedure, and Section 9.02 Waiver of Procedures of the current policy manual. It sets forth the City's grievance procedure and provides for a statutory grievance procedure for those employees who have specific statutory grievance rights.
- **Section 10.00 Separation of Employment.** The proposed policy replaces Sections 10.00 Resignations, Section 10.01 Reduction in Force, Section 10.02 and Section 10.03 Discharge of the current policy manual. It provides for definitions of various means of separation of employment and sets forth notice requirements.

**BUDGET IMPACT:** There is no budget impact as a result of the adoption of the proposed policies.

**LEGAL REVIEW:** Council has the legal authority to set policy for operations and management of its employees. In addition, the travel allowance policy and the conflict of interest policy are derived from statutory requirements on the use of public funds or for public officials. With respect to collective bargaining units, in the absence of a negotiated collective bargaining agreement, the proposed policies will not apply to members of the collective bargaining units until such time as the policies are approved by the union, the union waives its right to bargain on the policy, or until a collective bargaining agreement is in place.

**STAFF RECOMMENDATION:** Staff recommends approval and adoption of the personnel policies Section 8.00 Disciplinary/Corrective Action, Section 9.00 Grievance Procedure, and Section 10.00 Separation of Employment as proposed. Said policies shall be effective upon adoption, except with respect to collective bargaining units.

**ATTACHMENTS:** Section 8.00 Disciplinary/Corrective Action  
Section 9.00 Grievance Procedure  
Section 10.00 Separation of Employment

## **Chapter VIII Disciplinary Action**

### **SECTION 8.00 DISCIPLINARY/CORRECTIVE ACTION**

(Replaces Sections 8.00 Demotion, Suspension, Dismissal, Section 8.01 Suggested Discipline, Section 8.03 Supervisor's Role, Section 8.04 Appeals, and Section 8.05 Disciplinary Deductions for Exempt Employees)

#### **I. POLICY**

It is the policy of the City to handle disciplinary/corrective action based upon the details of the individual act committed by the Employee and the totality of the circumstances regarding the policy infraction; however, the City commits to applying discipline in a nondiscriminatory manner.

#### **II. DEFINITIONS**

- A. Demotion means the reassignment of an Employee to another position with a reduction in pay for disciplinary reasons. Non-disciplinary demotions are made at-will by the City Manager for operational reasons.
- B. Termination is the involuntary separation of an Employee from City employment.
- C. Suspension means the temporary relief of an Employee from duty in which the Employee is directed not to report to work. An Employee that is suspended may or may not be paid for the time away from work.

#### **III. PROCEDURE**

- A. Conduct or acts which violate any City policy or procedure, including the policies outlined in this Manual, will subject the Employee to corrective action.
- B. Appropriate action will be determined by the City on a case by case basis, taking into account the totality of the circumstances. The City Manager or designee, or a Department Director with the approval of the City Manager, may take the disciplinary measures as set forth herein or as otherwise provided in this Manual.
- C. Disciplinary Measures. Among the available disciplinary measures that may be taken as a result of an Employee's improper act, conduct, or policy/procedure violation, etc. are as follows: verbal warning, written reprimand, suspension, demotion, or termination. Any of these measures may be applied at any time where circumstances warrant such measures.

- D. Disciplinary Appeals. An Employee whose employment with the City has been suspended without pay, demoted, dismissed or terminated may appeal the decision through the Grievance/Complaint Procedure.
- E. Law Enforcement or Firefighter Bill of Rights. Discipline of City Employees who are subject to the provisions of Florida Statutes §112.532 Law Enforcement Officers and Correctional Officers Rights and §112.82 Rights of Firefighters shall be afforded those rights as required by statute.
- F. Collective Bargaining Units. For those Employees subject to a Collective Bargaining Agreement, disciplinary measures and corrective action will be taken in accordance with the City's policies and procedures, unless otherwise superseded by the terms of the Collective Bargaining Agreement.

**Chapter IX Grievance**  
**SECTION 9.00 GRIEVANCE PROCEDURE**

(Replaces Sections 9.00 Grievance Policy, Section 9.01 Grievance Procedure, and Section 9.02  
Waiver of Procedures)

I. POLICY

Every Employee is encouraged to discuss work-related complaints or problems with their Department Director, or designee, or with management and to appeal discipline which the Employee thinks is unfair or not in accordance with established practices, policies and procedures.

II. DEFINITION

A. Grievance is defined as the application of a policy and/or a term and condition of employment that affects the Employee to an extent where the Employee believes such application is unjust or inequitable.

III. PROCEDURE

A. Initial Action. If an Employee has a Grievance, the Employee is encouraged to first discuss the Grievance with his or her Immediate Supervisor, who should attempt to resolve the Grievance.

B. Prohibited Acts. At no time should an Employee voice complaints or Grievances among fellow Employees or others who are not in a position to take corrective action.

C. Alternative. Occasionally, an Employee's Grievance involves his or her Immediate Supervisor. In such circumstances, the Employee may discuss the Grievance with the next higher level of management, the City Manager or a designee assigned by the City Manager to hear Grievances.

D. Appeal. If the Employee's Grievance is not settled satisfactorily during the Initial Action (or Alternative), the Employee may appeal the Grievance.

1. All appeals must be submitted in writing and received by the City Manager, or designee, within fourteen (14) calendar days after the adverse decision.

2. The City Manager will render a final decision on the matter after appropriate investigation. The decision of the City Manager shall be deemed final and binding on all persons.

E. Statutory Appeal Procedure. If an Employee is statutorily entitled to a due process appeal of a Grievance, the Employee's appeal must be submitted in writing and received by the City Manager, or its designee, within fourteen (14) calendar days after notice of an adverse action.

1. Failure of an Employee to file an appeal in a timely fashion, unless an extension has been granted in advance and in writing, will be deemed an automatic abandonment of his or her appeal.
  2. Upon receipt of a timely appeal, the City Manager shall arrange a hearing in accordance with the statute governing same. Proceedings may be recorded by tape, video or other recorder or by a court reporter, if permitted by law.
  3. The Hearing Officer shall consider the evidence before him or her and make Findings of Fact and Conclusions of Law, which shall be final and binding on all concerned. At his or her option, the City Manager may delegate to another Department Director, an attorney or other person to hold the hearing whereupon such appointed Hearing Officer shall conduct the hearing, make recommended Findings of Fact and suggested Conclusions of Law. The City shall be bound by the recommended findings of fact as long as they are supported by probative evidence in the record (as determined by the City Manager). However, the City shall not be bound by the Conclusions of Law; and the City Manager shall make the final decision for the City with respect to all Grievances. The City shall bear the fee of any substitute for the City Manager which he or she delegates.
  4. The time limits set forth above may be extended upon written request for reasons considered appropriate by the City Manager, or its designee.
  5. In the event a grievance is filed which involves two (2) or more Employees in the same or similar event, happening or condition, the City Manager may rule that the Grievance will be consolidated for hearing and decision.
- F. City Employees who are subject to the provisions of Florida Statutes §112.532 Law Enforcement Officers and Correctional Officers Rights and §112.82 Rights of Firefighters shall be afforded those rights as required by statute.
- G. Collective Bargaining Units. For those Employees subject to a Collective Bargaining Agreement, these Grievance Procedures shall apply, unless otherwise superseded by the terms of the Collective Bargaining Agreement.

## **Chapter X Terminations**

### **SECTION 10.00 SEPARATION OF EMPLOYMENT**

(Replaces Sections 10.00 Resignations, Section 10.01 Reduction in Force, Section 10.02 and Section 10.03 Discharge)

#### **I. POLICY**

In accordance with Florida Law, City of Brooksville is an “at will” employer and may terminate an Employee at-will, without cause and without advanced notice. The City desires a smooth transition in the event of an employee’s separation of employment.

#### **II. DEFINITIONS**

A. Layoff is a involuntary separation in which the Employee’s job has been eliminated.

B. Resignation. The following voluntary acts of the Employee are defined as a Resignation:

1. A voluntary separation when the Employee gives the City at least two weeks written notice prior to the departure date.
2. Any absence from work without notice to the City.
3. Failure to return from an authorized Leave of Absence (including Family and Medical Leave) as arranged with the City.
4. Acts defined in this Manual including refusal to take a drug test/alteration of drug test or refusing to work during a catastrophic event.

C. Retirement is a voluntary separation in which the Employee ceases employment with the City due to the Employee’s eligibility to receive retirement compensation benefits.

D. Separation is any means of ending employment with the City to include resignation, termination or retirement

E. Termination is an involuntary separation of employment in which the Employee is removed from the payroll by the City for any reason other than voluntary resignation.

#### **III. PROCEDURE**

A. At-Will Status. The City is an “at-will” employer and may terminate an Employee at-will, without cause and without advance notice to the Employee.

B. Resignation. Employees who wish to voluntarily resign are to provide a minimum of two weeks written notice to the City. When an Employee resigns with notice and a

future date is established for separation, immediate removal from duties may occasionally be desirable to minimize the adverse effect on other Employees or to allow the Employee to seek new employment. In such cases, up to two weeks pay may be provided in lieu of work during the notice period, with the prior approval of the City Manager. When an Employee resigns with less than two weeks notice or as a result of one of the other acts of resignation defined above, the City is not required to provide payment for any period other than for actual Hours Worked.

- C. Layoffs. Should it become necessary to abolish or eliminate a position or reduce the number of City Employees because of reorganization or shortage of funds, the City may lay off any Employee.
- D. Return of Equipment and Keys. Prior to the last day of work, the Employee must return all equipment, uniforms, keys and other City property in his or her possession. The City reserves the right to deduct for any amounts owed to the Employee, the cost of all City property including uniforms, keys and safety equipment that is not returned. If the Employee fails to return the property, the City may pay the Employee only the statutory wage rates regardless of other payment agreements prior to the act of resignation.
- E. Employment References for Separated Employees. Please refer to the section of this manual entitled Personnel Records and Privacy.



**AGENDA ITEM  
MEMORANDUM**

**TO:** THE HONORABLE MAYOR AND CITY COUNCILMEN  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER *T. Jennene Norman-Vacha*  
**FROM:** RICHARD W. RADACKY, DIRECTOR OF PUBLIC WORKS *Richard W. Radacky*  
**SUBJECT:** MODIFICATIONS TO THE COBB ROAD WATER RECLAMATION FACILITY - SWFWMD Reuse Grant - Utilization of the Hampton Ridge/Encore Construction Contract  
**DATE:** July 6, 2011

**GENERAL SUMMARY/BACKGROUND:** Now that a decision has been made on the public improvement bonds on Hampton Ridge Developers (Hampton), the City can proceed with the planned improvements to the Cobb Road Water Reclamation Facility (Cobb). The planning for modifications to Cobb included funding from a grant with the Southwest Florida Water Management District (SWFWMD). The project completion date in the SWFMWD grant agreement is April 30, 2012.

The original planned modifications to Cobb involve both the expansion of capacity to 3.0 million gallons a day (mgd) capacity and improvements to the quality of treatment for public access reuse. Because the City must proceed without Hampton, a modified approach to complete the Cobb modifications is needed. It is believed the project can be accomplished by separating the modifications into two construction phases. The plan would be to install the reuse components now (Phase 1) and construct the additional treatment capacity later, when needed (Phase 2). The treatment capacity would remain at the current 1.9 mgd capacity with the Phase 1 modifications.

The City entered into an agreement with the SWFWMD for funding to supply public access reuse water to the Southern Hills Plantation Development. The SWFWMD agreement provides 50% funding for construction of reuse lines, storage tank, reuse pumps, and treatment upgrade components at Cobb.

When the agreement was initiated, the City also entered into partnership agreements with Hampton to build the reuse facilities. The City agreed to pay Hampton the available grant funds when collected from the SWFWMD. The transmission pipeline between Southern Hills Plantation and the Cobb entrance was completed. The reuse components have not been installed at Cobb.

Additionally, to avoid sales tax, the City agreed to purchase some of the components for the modifications for Hampton. Hampton repaid the City for the purchases except for some retainage and storage. There remains a balance of \$39,531 on the equipment.

The final agreement between the City and Hampton included a construction contract with Encore Construction (Encore). (This is the same construction group that originally built the Cobb plant).

The grant agreement with SWFWMD has \$1,354,453.49 in available funds. The project completion date in the SWFWMD agreement is April 30, 2012. If the City is going to take advantage of the remaining SWFWMD grant funds, it is critical that construction begin on the remaining reuse components in the next two-month period!

Staff believes it is in the best interest of the City to assume the existing construction contract with Encore and issue a change order reducing the scope of work to installation of the components needed to produce public access reuse water, Phase 1. (The treatment capacity would remain at 1.9 instead of 3.0 mgd).

The attached revised scope of work was provided to Encore for Phase 1. The revised Encore construction contract cost for Phase 1 is \$3,285,000. Encore has issued a confirming letter indicating they are in agreement to assume the Hampton contract with the City and will agree to a deductive change order for Phase 1 work.

Coastal Engineering & Associates was the original Engineer of Record for Cobb and currently is the Engineer of Record for the permitted modifications. Staff believes it is in the best interest of the City to assign the construction engineering services to Coastal Engineering & Associates through utilization of the Hernando County Continuing Services Contract.

**BUDGET IMPACT:** Funding will be from several different sources, grant funds, sewer impact fees and bond settlement funds. The attached Project Budget Worksheet identifies the costs and the recommended sources for funding. This is the project budget. The permitting and engineering costs are estimated.

**LEGAL REVIEW:** The City Council has home-rule authority (Article VIII, 2(b), Florida Constitution, Section 166.011, Florida Statutes) to consider matters of fiscal and intergovernmental benefit.

**STAFF RECOMMENDATION:** Staff is requesting City Council; 1) authorize the Mayor to sign the necessary documents for the City to utilize the Hampton contract with Encore, subject to final approval by the City Attorney; 2) approve Coastal Engineering for construction engineering of Phase 1, subject to staff approval of the scope of services; and 3) approve final payment of the components currently stored at Cobb. All approvals are subject to the cost limits as presented in the attached Project Budget Worksheet.

**ATTACHMENTS:** 1) Encore Letter of Interest  
2) Change Order #2 Scope  
3) Project Budget Worksheet

# Attachment 1

Encore Letter of Interest

June 27, 2011

City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601

Attn: William Smith

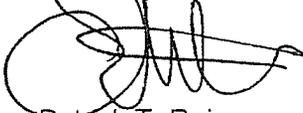
RE: Cobb Road WRF Project

Dear Mr. Smith,

We have reviewed the attached Reuse Scope for the Cobb Road WRF project and are in agreement to allow the City to assume the existing Contract between HRD and Encore Construction. In addition, Encore will execute a deductive change order to the Contract revising the scope of work to the Reuse Modifications only per the attached worksheet. Encore has begun the final pricing for the revised scope and will make every effort to provide this pricing this week.

We appreciate your assistance in moving the Cobb Road WRF project forward. Encore looks forward to working with you and the City of Brooksville on a successful project.

Sincerely,



Patrick T. Rainey  
President

# Attachment 2

Change Order #2 Scope

**Cobb Road WRF 3.0 MGD Upgrade**  
**Phase 1 - Reuse Modifications**  
**Scope of Services - Change Order #2**

	Description	Supplier	Installer	Notes
1	18" Reuse Transmission Main - From 1.0 MG Tank Discharge Pump Station to Connection in R/W @ Plant Entrance	Contractor Supplied Entirely.	Contractor	
2	1.0 MG Onsite Reuse Storage Tank, Inlet & Outlet Piping	Contractor Supplied Entirely.	Contractor	
3	Install 3 Filters	City supplies 3 Filter assemblies. Contractor Supplies Remaining Components.	Contractor	City Remains Responsible For Filter Assembly Startup & Warranty.
4	New Chlorine Contact Tank	Contractor Supplied Entirely.	Contractor	
5	Modifications to Existing Chlorine Contact Tank	Contractor Supplied Entirely.	Contractor	
6	New Chlorination System with 2,500 gallon Black Poly Tank	Contractor Supplied Entirely.	Contractor	
7	Chlorine Pacing Meter	Contractor Supplied Entirely.	Contractor	
8	Turbidity Meters	Contractor Supplied Entirely.	Contractor	
9	Yard and interconnect piping with sub-outs for future clarifiers needed for reuse components	Contractor Supplied Entirely.	Contractor	For reuse components only
10	Contact Tank to Onsite Transfer Pumping System	City supplies 2 pumps and motor assemblies. Contractor Supplies Remaining Components.	Contractor	City Remains Responsible For Pump Assembly Startup & Warranty
11	Onsite Storage To Southern Hills Transmission Pumping System	City supplies 2 pumps and motor assemblies. Contractor Supplies Remaining Components.	Contractor	City Remains Responsible For Pump Assembly Startup & Warranty.
12	Instrumentation & Associated Wiring for Reuse Components ONLY	Contractor	Contractor	City will complete final connection to SCADA system. City has an existing 2-channel chart recorder for ph & chlorine recording.
13	Filter Backwash Screening Station	Contractor Supplied Entirely	Contractor	
14	All site earth work and clean up needed for reuse Components ONLY	Contractor Supplied Entirely	Contractor	
15	SWFWMD & FDEP Permits	City	N/A	City pays all permit costs direct.
16	Building Permits	City	N/A	City pays all permit costs direct.
17	Performance & Payment Bond	Contractor	N/A	
18	Electrical & Associated Wiring Needed for Reuse Components	Contractor	Contractor	
19	Delete Clarifiers & Associated Electrical & Piping Not Specified in Item 9.	N/A	N/A	Not Needed for Reuse
20	Delete Anoxic Tank & Associated Electrical & Piping.	N/A	N/A	Not Needed for Reuse
22	Delete Oxidation Ditch & Associated Electrical & Piping.	N/A	N/A	Not Needed for Reuse
23	Delete RAS/WAS & Recycle Pumps and Associated Electrical & Piping.	N/A	N/A	Not Needed for Reuse
24	Delete 4th Effluent Pump on Existing CC Tank and Associated Electrical & Piping.	N/A	N/A	Not Needed for Reuse

# Attachment 3

## Project Budget Worksheet

City of Brooksville  
 Modifications to the Cobb Road Water Reclamation Facility  
 Phase 1 - One Reuse Conversion

**Project Budget Worksheet**

PROJECT COSTS		GRANT	CITY
<b><u>Construction Costs (Encore Contract)</u></b>			
Reuse Components - 1.0 MG Tank, Installation of Transfer & Transmission Pumps, Chlorine Contact Tank, Onsite Reuse Line and Associated Electrical & Piping	\$ 1,850,000	50%	50%
Remaining Components- Filter Installation, Chemical Equipment, Instrumentation and Associated Electrical & Piping	\$ 1,435,000	0%	100%
<b>Subtotal -</b>	<b>\$ 3,285,000</b>		
<b><u>Received Equipment Balance (Stored at Cobb)</u></b>			
Reuse Equipment	\$ 4,666	50%	50%
Process Equipment	\$ 34,864	0%	100%
<b>Subtotal -</b>	<b>\$ 39,531</b>		
<b><u>Estimated Engineering &amp; Permitting Costs</u></b>			
Building Permits	\$ 65,700		
Engineering	\$ 184,685		
<b>Subtotal -</b>	<b>\$ 250,385</b>	28%	72%
<b>Total Project Costs-</b>	<b>\$ 3,574,916</b>		

FUNDING SOURCES		GRANT	CITY
<b><u>SWFWMD Reuse Grant</u></b>	\$ 998,015	28%	0%
<b><u>City Funds</u></b>			
SWFWMD Retainage	\$ 137,577	-	4%
Sewer Impact Fees	\$ 1,000,000	-	28%
Bond Settlement Funds	\$ 1,439,324	-	40%
<b>Funding Total -</b>	<b>\$ 3,574,916</b>		

<b>PROJECT BUDGET</b>	<b>\$3,574,916</b>
-----------------------	--------------------



**AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**VIA:** T. JENNENE NORMAN-VACHA   
CITY MANAGER

**FROM:** JENNIFER C. REY, ESQ.   
THE HOGAN LAW FIRM, LLC  
AS CITY ATTORNEY

**CC:** TELINA DOWDELL, HUMAN RESOURCES SPECIALIST

**SUBJECT:** PERSONNEL POLICIES AND PROCEDURES

**DATE:** JULY 18, 2011

**GENERAL SUMMARY/BACKGROUND:** Over the past two years, the City has undertaken a comprehensive review of its personnel policies and procedures. The proposed policies, if approved, shall apply to all employees except those employees in collective bargaining units unless the union waives its right to bargain on these policies, the union has approved these policies, or as provided in a collective bargaining agreement. The following policies are currently proposed for City Council's approval:

- **Section 5.03 Email and Computer Use.** This proposed policy incorporates the provisions of and will replace Official Policy 08-1997 and 8-97A and addresses use of the City's email, computer and other electronic mediums.
- **Section 7.01 Vacation Leave.** This proposed policy replaces Section 6.00, 6.01 and 6.03 of the current policy manual. The proposed policy maintains the similar vacation rates, but adds requirements and limitations with respect to accrual based on hours worked, cash-out and payment at separation.
- **Section 7.02 Sick Leave/Extended Leave/Short-term Disability Bank.** This proposed policy replaces Section 6.02 and 6.03 of the current policy manual. The proposed policy implements a carry-forward cap, a separation Cash-out Cap, and implements an extended illness bank.

Following consideration of the proposed policies noted above, there are several policies remaining which will be brought forward at an upcoming city council meeting. These remaining policies include: (1) On-call Pay; (2) Communications and Cell Phone Use, (3) Leave of Absence Without Pay, (4) Exposure Control and (5) Tobacco Free Workplace. Section 1.01, Definition of Terms, will be compiled from approved policies and be incorporated into the final personnel manual.

To recap, the following personnel policies have been approved to date:

- Purpose and Scope of Personnel Policies (November 15, 2010)
- Grievance Procedure (July 6, 2009)
- Equal Employment Opportunity (May 4, 2009)
- Recruitment (May 4, 2009)
- Employment of Family Members (May 4, 2009)
- Personnel Records (April 20, 2009)
- Hours and Pay (November 15, 2010)

- Salary Administration (November 15, 2010)
- Employee Orientation and Training (November 15, 2010)
- Employee Performance Evaluation (May 18, 2009)
- Travel Allowances (June 1, 2009)
- Tuition Reimbursement Program (November 15, 2010)
- Identification and Licensure (April 20, 2009)
- City Property, Equipment, & Information (November 15, 2010)
- City Vehicle and Take Home Vehicle Policy (No Change)\*
- Conduct Standards (June 1, 2009)
- Conflict of Interest (June 1, 2009)
- Dress and Appearance (June 1, 2009)
- Prohibition of Harassment (January 5, 2009)
- Disciplinary and Corrective Action (July 6, 2009)
- Holidays (April 6, 2009)
- Civil Leave and Jury Duty (February 2, 2009)
- Bereavement Leave (February 2, 2009)
- Family and Medical Leave (February 2, 2009)
- Military Leave (February 2, 2009)
- Domestic Violence Leave (January 5, 2009)
- Administrative Leave or Investigatory Leave (June 1, 2009)
- Group Insurance Plan (April 20, 2009)
- Drug Free Workplace (February 2, 2009)
- Safety and Accident Reporting (August 3, 2009)
- Workplace Violence Prevention (August 3, 2009)
- Separation of Employment (July 6, 2009)

\*The City's Vehicle and Take Home Vehicle Policy will remain unchanged; however it will be incorporated into the revised personnel manual as Section 5.02.

**BUDGET IMPACT:** There is no budget impact as a result of the adoption of the proposed policies.

**LEGAL REVIEW:** Council has the legal authority to set policy for operations and management of its employees. With respect to collective bargaining units the proposed policies will not apply to members of the collective bargaining units until such time as the policies are approved by the union, the union waives its right to bargain on the policy, or until a collective bargaining agreement is in place.

**STAFF RECOMMENDATION:** Staff recommends approval and adoption of the personnel policies as proposed. Section 7.01 and 7.02 shall become effective as of the first pay period including October 1, 2011, all other policies shall be effective upon adoption; except that policy changes will not apply to bargaining unit members until such time as the policies are approved by the union, or the union waives its right to bargain on the policy.

**ATTACHMENTS:**

- 1) Section 5.03 Email and Computer Use
- 2) Section 7.01 Vacation Leave
- 3) Section 7.02 Sick Leave/Extended Leave/Short-term Disability Bank

# Attachment 1

Section 5.03 Email and Computer Use

## SECTION 5.03 COMPUTER, EMAIL AND INTERNET USE POLICY (Replaces Official Policy 8-1997 and 8 -1997A)

### I. POLICY

This policy applies to all Internet access, electronic communications software, social media, and computer equipment attached to or used on the City's network system and applies to all City owned software and hardware regardless of location or connectivity. Use of city computers and communication devices must comply with federal law, Florida law, and the City's policies. City computers and communication devices may not be used for commercial, profit-making, or political purposes, or to disseminate unsolicited information regarding religious or political beliefs. Site access, e-mail, social media and other communications may be considered public records and distribution, use, and retention are subject to statutory and City requirements. Employees are advised of this policy and will be asked to acknowledge the policy prior to being allowed access to the City's electronic communications equipment.

### II. DEFINITIONS

- A. Federal Copyright Law - Federal law granting the owner of intellectual work such as computer programs and manuals, the exclusive right, known as a copyright, to reproduce and distribute the work.
- B. State and Federal Trade Secret Laws - State and federal laws protecting the unauthorized disclosure of intellectual works such as computer programs and manuals considered by their owner to be "trade secrets".
- C. Software License Agreement - A license agreement granting a specific user or group of users the right to operate a computer program and make additional copies of the program.

### III. PROCEDURE

#### A. Computer Software

- 1. The City of Brooksville provides computers to its employees with software pre-installed and encourages them to use this technology to enhance their efficiency and effectiveness in performing their job functions. The City uses a fully integrated network system, and any change to a single computer can affect the rest of the City's network system, therefore the following procedures are mandatory:
  - a. All software on any computer attached to the City network or any other computer owned by the City must be installed or uninstalled by the City's designated Network Administrator.

- b. All software must be configured and/or updated by the Network Administrator.
  - c. No Employee is authorized to download any software, application or program unless expressly authorized by the Network Administrator.
2. The City will not permit the use of unauthorized copies of software on City computers. Any person illegally reproducing software can be subject to civil and criminal penalties including fines and imprisonment.
3. The City does not condone illegal copying of software under any circumstances and anyone who knowingly makes, uses, or otherwise acquires unauthorized software shall be appropriately disciplined up to and including termination of employment.
4. No Employee shall give City software to anyone.
5. Any Employee who suspects that there may be a misuse of software within the City shall immediately notify their Department Director, or City Manager.
6. All software used the City Employees on City computers will be purchased by the City using approved purchasing procedures.

#### B. Employee Responsibilities.

1. Internet service and e-mail are provided to Employees for conducting City business. Elected officials and Employees have the responsibility of maintaining and enhancing the City's public image in a positive and productive manner and to use the City e-mail and the Internet solely for City purposes and to accomplish job functions.
2. Employees on the City's Internet service and e-mail may not transmit copyrighted materials. All users obtaining access to another company or individual's materials must respect all copyrights and may not copy, retrieve, modify, or forward copyrighted materials, except with express, written permission, or as a single copy for reference purposes only.
3. Access to the City Internet service and e-mail is a privilege, not a right, which may be revoked for inappropriate conduct.
4. It is the responsibility of every user to report any known misuse of the City Internet service or e-mail to the Department Director or City Manager.

#### C. Ownership

1. All messages or files created, sent, retrieved or downloaded over the City's e-mail/Internet system are the property of the City.
  2. With the exception of information made confidential by Florida Statute, the City reserves the right to access and monitor all messages and files on the City's email/Internet system.
  3. Do not assume electronic communications are private. Do not transmit highly confidential data using this medium, without appropriate security measures. Deleted e-mails and a history of accessed web sites can be retrieved.
  4. All electronic communications systems and all information transmitted by, received from, or stored in these systems are the property of the City of Brooksville.
  5. City Employees and other users of the City's electronic communications systems should have no expectation of privacy or any personal privacy right in connection with the use of these systems, or with the transmission, receipt, or storage of information in these systems.
- D. Monitoring. Department Directors have the authority to request the Network Administrator to inspect the contents of any equipment, files, calendars, or electronic mail of their subordinates in the normal course of their managerial responsibilities. Such inspection may occur without notice to the Employee.
- E. Public Records. Release of electronic records pursuant to a request for public information is governed by Chapter 119, Florida Statutes and should be referred to the City Clerk's office.
- F. Acceptable Uses
1. All communications sent electronically by Employees via the City's Internet service and e-mail must comply with this and other City policies and may not disclose any confidential or proprietary City information.
  2. The following is a non-exhaustive list of acceptable uses of the City Internet and e-mail services:
    - a. Communication and information exchange directly related to the duties or responsibilities of the Employee's department.
    - b. Communication for professional development, to obtain continuing education or training, or to discuss issues related to the Employee's public duties or responsibilities.

- c. Announcement of new departmental regulations, procedures, policies, rules, services, programs, or activities.

#### G. Unacceptable Uses

1. The following is a non-exhaustive list of uses of the Internet and e-mail that shall be deemed unacceptable unless the use was made by or at the specific request of a Department Director for a legitimate work City purpose:
  - a. City Internet service and e-mail must not be used for knowingly transmitting, retrieving or storing any communications that contain the following:
    - i. Discriminatory or harassing language
    - ii. Obscene, pornographic or x-rated material
    - iii. Defamatory, abusive, threatening, profane, or offensive language
    - iv. Chain letters and other non-business oriented mass e-mails
    - v. Derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, or physical attributes
    - vi. Racial and/or sexual slurs or jokes
    - vii. Material related to gambling
    - viii. Any material which is illegal or against City policy
  - b. Attempting to read or hack into other systems or other person's log-ins, to crack passwords, or breach computer or network security measures.
  - c. Developing programs designed to harass other users or infiltrate a computer or computer network or to damage or alter hardware or software.
  - d. Using City computer or network services in a manner that is likely to cause network congestion or significantly hamper the ability of others to access and use the service or equipment.
  - e. Intentionally seeking access to or copies of information, files or data that is confidential under federal, state, or local law, unless specifically

authorized to do so as part of your job functions or once the legal conditions for release are satisfied.

- f. Attaching private equipment and/or using private services for the express purpose of circumventing this policy.
- g. Participating in the development, propagation, or forwarding of computer viruses.
- h. Allowing or providing access for unauthorized personnel to use the City's network system including Internet service and e-mail.

H. Identity Masking: No e-mail or other electronic communication may be sent which:

- 1. Attempts to hide the identity of the sender or represents the sender as someone else
- 2. Adopts the identity of another person
- 3. Uses another person's password
- 4. Misrepresents the Employee's affiliation with the City

I. Business Use: All use of City Internet service and e-mail must be for the benefit of the City and must not be used for the following:

- a. Any personal profit or gain
- b. For purposes not directly or indirectly related to the job duties or responsibilities of the Employee before, after, or during normal business hours
- c. For any non-city commercial or promotional purpose, including personal messages offering to buy or sell goods or services.
- d. To sell or distribute City information, software, or services for personal gain or profit.
- e. In such a way that causes the City to be charged a fee by another person or entity.

J. Restricted Information: The City's Internet service and e-mail must not be used for the following:

1. To copy, retrieve or forward copyrighted material (such as software, database files, documentation, articles, graphics files, and downloaded information) unless the Employee has the right to copy or distribute such material.
2. To communicate confidential information, unless expressly authorized to do so.

#### K. Violations

1. Violation of this policy can lead to internal disciplinary action, up to and including termination of employment. In addition, criminal or civil administrative penalties may be imposed.
2. In the event that the City incurs a cost due to an Employee's negligence or misuse of City computers and/or communication devices, the Employee will be responsible for reimbursement of that cost.
3. There are a number of state and federal laws regarding computer crimes. Certain violations may result in a person being charged with a criminal offense.

# Attachment 2

## Section 7.01 Vacation Leave

**Section 7.01 VACATION LEAVE**  
(Replaces Sections 6.00, 6.01 and 6.03)

I. POLICY

The City encourages its Employees to take vacation as paid time off away from work at scheduled times coordinated through management.

II. DEFINITIONS

- A. Accrue means to accumulate or increase.
- B. Pro-Rate means to calculate based on a unit of time or portions of units of time.
- C. Employment Anniversary Date means the annual date coinciding with the Employee's date of hire without a break in service or employment.
- D. Full-time Employee is defined as an Employee who is regularly scheduled to work thirty (30) or more hours per workweek.
- E. Regular Employee shall mean an Employee who is regularly scheduled to work each workweek or pay period and has been employed continuously for at least sixty (60) calendar days; this does not include temporary or seasonal employees.
- F. Pay Period shall mean the period of time, typically two workweeks, in which an Employee is compensated.

III. PROCEDURE

- A. Eligibility.
  - 1. Full-Time, Regular Employees shall earn and accrue Vacation Leave.
  - 2. New Employees shall earn and accrue Vacation Leave, but are not eligible to use accumulated Vacation Leave until the first of the month following sixty (60) days of employment from date of hire.
  - 3. Part-time Employees are not eligible to earn or accrue Vacation Leave.
  - 4. Temporary, Reserve and Seasonal Employees are not eligible to earn or accrue Vacation Leave.

B. Use of Leave.

1. An Employee may use his/her Vacation Leave for the following purposes:
  - a. Vacation;
  - b. Absence for transaction of personal business which can not be conducted during off-duty hours;
  - c. Religious holidays other than those designated by City Council;
  - d. Family activities;
  - e. Upon exhaustion of Sick Leave, for an absence:
    - i. Due to illness of Employee;
    - ii. Due to illness of an Employee's Immediate Family Member or for a family member not otherwise covered by the policy;
    - iii. for medical appointments.
  - f. In conjunction with the use of Bereavement Leave, for an absence due to death of an Immediate Family Member; or the death of an extended family member not otherwise covered by the Bereavement Leave policy;
  - g. To supplement income for time lost due to work-related injury, illness or disability where statutory worker's compensation payments are being received, provided that the combination shall not exceed 100% of the Employee's regular base rate of pay;
  - h. To supplement income for time lost due to non-work related injury, illness or disability where the Employee is receiving disability insurance benefits, provided that the combination shall not exceed 100% of the Employee's regular base rate of pay; or
  - i. Any other approved leave of absence.
2. Vacation Leave is available for use by eligible Employees as it is earned, scheduled, and approved by the Department Director or designee.
3. Vacation Leave may be taken in no less than hourly increments, but use of Vacation Leave in increments of days and weeks is encouraged.
4. Vacation Leave must be used:
  - a. before unpaid leave will be considered or approved.
  - b. To supplement an Employee's income when the Employee is receiving worker's compensation or other disability benefits.

5. Holidays occurring while an Employee is on an approved Vacation Leave shall not be charged against his or her accrued Vacation Leave balance.

C. Scheduling Leave.

1. Vacation Leave must be approved and scheduled with the Employee's Department Director, or designee, as set forth in the Departmental procedures regarding chain of command.
2. Employees should use Vacation Leave each year.
3. When requesting Vacation Leave, Employees should provide as much advanced notice as possible, but not less than five (5) days prior written request using the established Leave Request procedure. Additional documentation in support of certain Vacation Leave requests may be required from the Employee prior to approval.
4. Approval for all Vacation Leave is subject to departmental policies/practices, and operational issues. Due to scheduling issues related to City operations, Department Directors, or designees, may require more advanced notice for requests for several consecutive days or weeks.
5. Approval of Leave Requests is in the sole discretion of the Department Director or designee.

D. Payment of Vacation Leave.

1. Vacation Leave hours are paid at the Employee's Regular Rate of Pay.
2. *Payment When Vacation Leave Is Used.* In order to be appropriately compensated for Vacation Leave, Employees must have received approval through the Leave Request procedure.
3. *Vacation Leave Buy-Back.* Employees are not paid for accrued Vacation Leave in lieu of taking such leave during any calendar year, unless deemed in the best interest of the City and approved by the City Manager.
4. *Payment of Vacation Leave Upon Termination.*

- a. Employees terminated while in an Introductory Status shall not receive pay for any Vacation Leave accrued during their Introductory Status.
- b. For those Employees who have completed sixty (60) days of continuous employment, 100% of the remaining leave balance of earned, but unused, Vacation Leave will be paid at termination.
- c. In the rare event that an Employee would have a negative Vacation Leave balance upon termination his/her final paycheck shall be deducted to reimburse the City for the negative balance.

E. Accrual. Eligible Employees accrue Vacation Leave based on the following provisions.

- 1. Vacation Leave is Accrued based on years of service in accordance with the following:
  - a. The Employee's Employment Anniversary Date is used for calculating years of service to determine the appropriate accrual rate.
  - b. For purposes of calculating years of service, only those monthly-periods in which an Employee was consecutively employed for the entire monthly-period will be considered in computing years of service.
  - c. New Accrual Rates commence at the start of the first pay period following the Employee's Employment Anniversary Date.
- 2. Non-Exempt/Hourly Employees earn Vacation Leave Pro-Rated, on a Pay Period basis, based on Regular Hours and other approved paid time off or paid leave of absence as provided within the City's personnel policy, not to include worker's compensation or disability benefits.
- 3. Exempt Employees earn Vacation Leave each Pay Period based on a Pro Rated amount of Vacation Leave hours earned per year as set forth in the table below.
- 4. Vacation Leave shall not be accrued by an Employee during a Leave of Absence Without Pay, a suspension, or when the Employee is otherwise in a non-pay status.

5. **Accrual Rate Schedule.** The following table is for demonstration purposes only and does not guarantee that each Employee will earn the number of hours identified. The table is merely an approximation of hours that may be earned.

Average Regular Hours Worked	Years of Service							
	Less than Three		Three Up to But Not including Seven		Seven Up to But Not Including Fifteen		Fifteen or More	
	Hourly Accrual Rate	Hours Per Year	Hourly Accrual Rate	Hours Per Year	Hourly Accrual Rate	Hours Per Year	Hourly Accrual Rate	Hours Per Year
40	.03846	80	.05769	120	.07692	160	.09615	200
42	.03846	84	.05769	126	.07692	168	.09615	210
56	.03846	112	.05769	168	.07692	224	.09615	280

F. **Balance Cap and Carry Forward of Vacation Leave.**

1. Employees are encouraged to take Vacation Leave within the year in which it is earned. However, a maximum of Vacation Leave hours accrued may be carried forward from one calendar year to the next as noted in the table below. The Carry Forward Cap will be applied with the first pay date in January.

Average Regular Hours Worked	Maximum Hours Cap
40	160
42	168
56	224

- G. *Return to Work Following Approved Vacation Leave.* Failure to return to work as scheduled following approved Vacation Leave shall be deemed a voluntary resignation, unless the Employee obtains approval of the City Manager, or designee, for other leave benefits prior to the expiration of the approved Vacation Leave.

# Attachment 3

Section 7.02 Sick Leave/Extended  
Leave/Short-term Disability Bank

**SECTION 7.02 SICK LEAVE AND  
EXTENDED LEAVE/SHORT TERM DISABILITY BANK**  
(Replaces Sections 6.02 and 6.03)

I. POLICY

The City offers paid leave to Employees to use during times of illness or medical treatment and will administer this leave benefit based on established guidelines.

II. DEFINITIONS.

- A. Accrue means to accumulate or increase.
- B. Pro-Rate means to calculate based on a unit of time or portions of units of time.
- C. Employment Anniversary Date means the annual date coinciding with the Employee's date of hire without a break in service or employment.
- D. Full-time Employee is defined as an Employee who is regularly scheduled to work thirty (30) or more hours per workweek.
- E. Regular Employee shall mean an Employee who is regularly scheduled to work each workweek or pay period and has been employed continuously for at least sixty (60) calendar days; this does not include temporary or seasonal employees.
- F. Pay Period shall mean the period of time, typically two workweeks, in which an Employee is compensated.
- G. Immediate Family Member shall mean, for the purposes of this Sick Leave procedure, the Employee's spouse, child/children, parent, a legally recognized ward, or any other relative currently residing in the same household.

III. PROCEDURE

- A. Eligibility.
  - 1. Full-Time, Regular Employees shall earn and accrue Sick Leave.
  - 2. New Employees earn and accrue Sick Leave, but are not eligible to use accumulated Sick Leave until the first of the month following sixty (60) calendar days of employment from date of hire.

3. Part-time Employees are not eligible to earn and accrue Sick Leave.
4. Temporary, Reserve and Seasonal Employees are not eligible to earn or accrue Sick Leave.

B. Use of Sick Leave.

1. An Employee may use his or her Sick Leave in hourly increments for the following purposes:
  - a. Personal illness or injury of the Employee not connected with work.
  - b. Medical or dental consultation or treatment of the Employee or Immediate Family Member.
  - c. Qualifying FMLA illnesses, injuries or serious health conditions.
  - d. To supplement income for time lost due to work-related injury, illness or disability where statutory worker's compensation payments are being received, provided that the combination shall not exceed 100% of the Employee's regular base rate of pay.
  - e. To supplement income for time lost due to non-work related injury, illness or disability where the employee is receiving disability insurance benefits, provided that the combination shall not exceed 100% of the Employee's regular base rate of pay.
2. Sick Leave may not be used or taken until earned.
3. Sick Leave is available for use by eligible Employees as it is earned and authorized by the Department Director or designee.
4. Prohibited Uses. An Employee may not secure part or full-time employment elsewhere while on Sick Leave. Such employment may lead to disciplinary action up to and including termination.

C. Requesting Sick Leave.

1. Employees are to request Sick Leave using the established Leave Request procedure.
2. Employees shall notify their Department Director or designee promptly of the Leave Request and, in the event of unplanned leave, shall provide as much advanced notice as possible, but no

less than one (1) hour prior to the normal starting time of the work day in which the Sick Leave is to be taken.

3. In the event that an Employee should become ill at work, or should she or he come to work ill, then the Department Director or designee shall have the authority to require the Employee to take Sick Leave for the balance of that day.
4. Employees failing to appropriately notify and report his or her absence to his or her Department Director or designee shall be considered to have voluntarily resigned from employment with the City.
5. Proof of Illness.
  - a. When Sick Leave appears to be abused, or when an Employee consistently uses Sick Leave as it is earned, the Employee requesting Sick Leave may be required to furnish competent proof of necessity of such absence, i.e. medical certification or doctor's note.
  - b. The City reserves the right in all cases of illness or reported illness to require the Employee to furnish a certification, in a form acceptable to the City, from the Employee's medical provider.
  - c. Abuse of Sick Leave privileges shall constitute grounds for disciplinary action up to and including termination.
  - d. Employees submitting a false claim to obtain Sick Leave will be subject to disciplinary action up to and including termination.

#### D. Payment of Leave.

1. Sick Leave hours are paid at the Employee's Regular Rate of Pay.
2. *Payment for Sick Leave When Used.* In order to be appropriately compensated for Sick Leave, Employees must have received approval through the Leave Request Procedure.
3. *Sick Leave Buy-Back.*
  - a. Effective with the first pay period ending each October, Employees shall have the option of converting up to fifty percent (50%) of the unused sick leave earned during the

previous twelve (12) months, to cash payment based on the Employee's then current Regular Rate of Pay. Payments under this Buy-Back provision will be paid with the first pay period ending in December.

- b. Except as provided in 3(a) above, Employees are not paid for accrued Sick Leave in lieu of taking such leave during any calendar year, unless deemed in the best interest of the City and approved by the City Manager.

4. *Payment of Sick Leave Upon Separation.*

- a. Employees resigning or terminated while in an Introductory Status shall not receive pay for any Sick Leave accrued during their Introductory Status.
- b. In accordance with the following table, a portion of the balance of earned, but unused Sick Leave will be paid upon an Employee's voluntary resignation or retirement.

Years of Service	Percentage of Balance Eligible
Up to But Not Including Three	0%
Three Up to But Not Including Seven	25%
Seven Up to But Not Including 15	35%
15 or More	50%

- c. In the rare event that an Employee would have a negative Sick Leave balance upon voluntary resignation, retirement or termination, his or her final paycheck shall be deducted to reimburse the City for the negative balance.

E. *Accrual.* Eligible Employees accrue Sick Leave based on the following provisions:

- 1. Sick Leave is Accrued based on years of service in accordance with the following:
  - a. The Employee's Employment Anniversary Date is used for calculating years of service to determine the appropriate accrual rate.
  - b. For purposes of calculating years of service, only those monthly-periods in which an Employee was consecutively employed for the entire monthly-period will be considered in computing years of service.

- c. New Accrual Rates commence at the start of the first pay period following the Employee's Employment Anniversary Date.
2. Non-Exempt/Hourly Employees earn Sick Leave Pro-Rated based on a Pay Period basis, based on Regular Hours and other approved paid time off or paid leave of absence as provided within the City's personnel policy, not to include worker's compensation or disability benefits.
  3. Exempt Employees earn Sick Leave each Pay Period based on a Pro-Rated amount of Sick Leave hours earned per year as set forth in table below.
  4. Sick Leave shall not be earned by an Employee during a Leave of Absence Without Pay, a suspension, or when the Employee is otherwise in a non-pay status.
  5. Accrual Rate Schedule. The following table is for demonstration purposes only and does not guarantee that each Employee will earn the number of hours identified. The table is merely an approximation of hours that may be earned.

Approximate Hours Worked	Hourly Accrual Rate	Leave Hours Per Year
40	.03846	80
42	.03846	84
56	.03846	112

F. Balance Cap and Carry Forward of Sick Leave.

1. A maximum of accrued Sick Leave may be carried forward from one calendar year to the next in accordance with the following table. The Carry Forward Cap will be applied with the first pay date in January.

Average Regular Hours Worked	Maximum Hours Cap
40	160
42	168
56	224

2. Any Sick Leave hours in excess of the Carry Forward Cap will be credited to the Employee's Extended Illness/Short-term Disability Bank.

G. Extended Illness/Short-term Disability Bank (EIB).

1. *Eligibility.* Employees eligible for Sick Leave under this policy are eligible for an Extended Illness/Short-term Disability Bank which is funded by an Employee's Sick Leave balance in excess of the Carry Forward Cap.
2. Use of EIB.
  - a. EIB may be taken in hourly increments for the same purposes as set forth in the Use of Sick Leave provision of this procedure.
  - b. The Extended Illness/Short-term Disability Bank may be accessed only after a full pay-period of absence without any Hours Worked.
  - c. Proof of Illness.
    - i. The City reserves the right in all cases of illness or reported illness to require the Employee to furnish a medical certification, in a form acceptable to the City, from the Employee's medical provider.
    - ii. Abuse of EIB privileges shall constitute grounds for disciplinary action up to and including termination.
    - iii. Employees submitting a false claim to obtain EIB will be subject to disciplinary action up to and including termination.
3. Payment of Leave.
  - a. EIB Hours are paid at the Employee's Regular Rate of Pay.
  - b. *Payment for EIB When Used.* EIB hours must be approved by the Department Director or designee before payment for leave may be authorized.
  - c. *EIB Buy-Back.* Employees are not paid for EIB in lieu of taking such leave.
  - d. *Payment of EIB Upon Termination.* Any earned but unused hours in the EIB Bank are not eligible for cash-out.

4. *Balance Cap.* A maximum of 480 hours may be accrued and retained in the Extended Illness/Short-term Disability Bank at any one time.

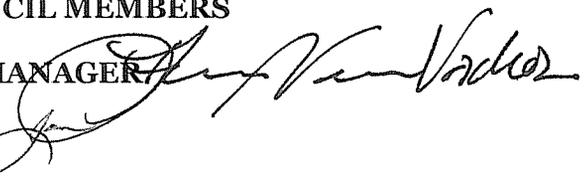
H. Return to Work Following Sick Leave or Extended Illness

1. Failure to return from an approved leave under this policy may be deemed a voluntary resignation, unless the Employee obtains approval of the City Manager for use of other leave benefits prior to the expiration of the approved leave.
2. Employees returning from an approved leave under this policy may be required to provide a fitness-for-duty certification from the Employee's medical provider, in a form acceptable to the City, authorizing the Employee to return-to-work.



AGENDA ITEM NO. G-6  
7/18/11

## **AGENDA ITEM MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER   
**FROM:** JANICE L. PETERS, CMC, CITY CLERK   
**SUBJECT:** GREAT BROOKSVILLIAN SCREENING COMMITTEE AND 2011  
AWARD PROCESS

**DATE:** June 28, 2011

**GENERAL SUMMARY/BACKGROUND:** It's that time of year again for Council to appoint a Screening Committee to review the nominations for the 2011 Great Brooksvillian.

Policy No. 3-2008 (Attachment 1) provides that the Screening Committee shall be representatives of the City at large, consisting of at least one member from the Historical Association and two members appointed by City Council.

The Screening Committee members John Tucker and Maxine Matilainen, approved by Council for 2010, have confirmed their willingness to serve on the committee again this year should Council so desire to reappoint them. Mr. Tucker recommended Sally Sperling, a long-time Beautification Board member to serve on the committee. Mrs. Sperling confirmed that, should Council so desire, she would be willing to serve. Additionally, a Press Release was issued requesting volunteers to serve on the committee. Two responses were received, which were from Gail Samples and Michelle Thompson.

A press release was issued setting a closing date of Friday June 17<sup>th</sup> at 5:00 pm for nominations for the 2011 "Great Brooksvillian of the Year" (Attachment 2), which is traditionally honored during Founder's Week, the second week of October. It is anticipated that the Screening Committee would meet to review the applications and submit their results to City Council at the August 1, 2011, regular meeting of Council. Staff would then contact the selected recipient or their representatives of the 2011 award and work out details to celebrate the event during Founder's Week.

**BUDGET IMPACT:**

If the event is held in conjunction with the above referenced Art Reception, the financial impact is nominal (basically the cost of the award plaques and invitations/mailings budgeted at approximately \$200.00).

**LEGAL REVIEW:**

 Council has the authority per Sec. 2-261 of the City's Code to appoint advisory board members.

**STAFF RECOMMENDATION:**

Staff requests Council confirm appointment of the Screening Committee members and approve the timelines identified above for the celebration to honor the 2011 Great Brooksvillian.

**ATTACHMENTS:** 1) Policy No. 3-2008  
2) Press Release

ATTACHMENT 1  
Great Brooksvillian of the Year  
Policy No. 3-2008

## CITY OF BROOKSVILLE

### OFFICIAL POLICY NO. 3-2008

#### "Great Brooksvillian"

##### CRITERIA FOR ELIGIBILITY

The City of Brooksville would like to recognize outstanding men and women who have made significant positive contributions to the history, culture and/or economy of our community. Each year the Brooksville City Council will determine the number of recipients and make a selection from the nominees.

##### Criteria for eligibility:

1. A nominee must be or have been a resident of the City. The contribution for which they are being recognized should reflect a significant contribution to the City, County, State or to the greater good of mankind.
2. A nominee may be alive or deceased at the time of nomination.
3. A nominee should be a person whose contributions are generally known and readily recognizable by our residents.
4. Individuals can be nominated by anyone in the community and a standard nomination form will be used by City Council annually during the nomination period.
5. Persons nominated from previous years may be re-nominated if not selected. A nominee cannot be nominated for the award if they are a previous recipient.
6. Self nominations will not be accepted.

##### General Guidelines:

A Screening Committee shall be established by the Brooksville City Council to review the applications to make sure the applicants meet the selection criteria to submit the nominees to City Council at least three (3) months prior to selection. The Screening Committee shall be representatives of the City at large, consisting of at least one (1) member from the Historical Association and two (2) members appointed by City Council.

Please send the original nomination form and six (6) copies, together with one (1) original recent photo (if available).

Any materials submitted with a *Great Brooksvillian* nomination become the property of the City of Brooksville. Therefore, please do not send any materials that must be returned.

A cumulative plaque will be maintained in Brooksville City Hall to commemorate and memorialize the annual honoree(s) and an individual plaque will be presented to the honoree and his/her family.

City Council shall determine the process for nomination, review and subsequent award on an annual or as needed basis.

The City reserves the right to ask for clarification of information submitted in a nomination.

**For questions or assistance, contact:**

The Office of the City Clerk  
City of Brooksville, Florida  
(352) 540-3853

APPROVED BY CITY COUNCIL: JUNE 16, 2008  
Amended \_\_\_\_\_

**CERTIFIED POLICY NO. 3-2008:**

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

ATTACHMENT 2  
Press Release

CITY OF BROOKSVILLE, FLORIDA



*Janice L. Peters*  
*City Clerk, CMC*  
*201 Howell Avenue*  
*Brooksville, FL 34601*

*Phone: (352) 540-3853*  
*Fax: (352) 544-5424*  
*E-Mail: [jpeters@cityofbrooksville.us](mailto:jpeters@cityofbrooksville.us)*

## NEWS RELEASE

### May 6, 2011 - "Great Brooksvillian" Program Nominations

The City is accepting nominations for a "Great Brooksvillian" to be honored at a ceremony during Founder's Week Celebrations in October 2011.

This annual program recognizes the outstanding men and women who have made significant positive contributions to the history, culture and/or economy of our community. Each year the Brooksville City Council will determine the number of recipients and make a selection from the nominees. A perpetual plaque will be maintained in Brooksville City Hall to commemorate and memorialize each year's honoree(s), and an individual plaque will be presented to the honoree and his/her family.

Information, program criteria and nomination forms are available for download on the City's website at [www.cityofbrooksville.us](http://www.cityofbrooksville.us). Deadline for submission of nominations for this prestigious award is **Friday, June 17, 2011**. Completed forms must be received by the City Clerk no later than **5:00 p.m.** For further information, contact the Office of the City Clerk, City of Brooksville, Florida (352) 540-3853, or email: [jpeters@cityofbrooksville.us](mailto:jpeters@cityofbrooksville.us).

**CORRESPONDENCE-TO-NOTE**  
**REGULAR COUNCIL MEETING – July 18, 2011**

1.     **TYPE:**                     Letter  
       **DATE RECEIVED:**   June 10, 2011  
       **RECEIVED FROM:**   Progress Energy  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Progress Energy's 2010 Annual Report
  
2.     **TYPE:**                     Letter  
       **DATE RECEIVED:**   June 13, 2011  
       **RECEIVED FROM:**   Progress Energy  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Storm Response
  
3.     **TYPE:**                     Letter  
       **DATE RECEIVED:**   June 14, 2011  
       **RECEIVED FROM:**   Southern Hills Plantation  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Proposed Budget 2011/2012 Southern Hills Plantation I
  
4.     **TYPE:**                     Letter  
       **DATE RECEIVED:**   June 14, 2011  
       **RECEIVED FROM:**   Southern Hills Plantation  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Proposed Budget 2011/2012 Southern Hills Plantation II
  
5.     **TYPE:**                     Memorandum  
       **DATE RECEIVED:**   June 15, 2011  
       **RECEIVED FROM:**   Florida League of Cities  
       **ADDRESSED TO:**     Members of the Florida League of Cities  
       **SUBJECT:**             FLC Legislative Policy Development Process
  
6.     **TYPE:**                     Letter  
       **DATE RECEIVED:**   June 20, 2011  
       **RECEIVED FROM:**   Southern Hills Plantation  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Proposed Budget 2011/2012 Southern Hills Plantation III
  
7.     **TYPE:**                     Invoice  
       **DATE RECEIVED:**   July 6, 2011  
       **RECEIVED FROM:**   Hernando County Tax Collector  
       **ADDRESSED TO:**     City of Brooksville  
       **SUBJECT:**             Refund of Ad Valorem Taxes
  
8.     **TYPE:**                     Letter  
       **DATE RECEIVED:**   July 7, 2011  
       **RECEIVED FROM:**   Senator Don Gaetz  
       **ADDRESSED TO:**     Mayor  
       **SUBJECT:**             Decennial process public hearings
  
9.     **TYPE:**                     Certified Letter  
       **DATE RECEIVED:**   July 8, 2011  
       **RECEIVED FROM:**   Law Offices of Mark M. Schabacker, P.A.  
       **ADDRESSED TO:**     Enrichment Centers, Inc & City Manager  
       **SUBJECT:**             CQ Insulation Inc./Alspach Construction & Electric Co. Claim of Lien

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



June 9, 2011

CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

Dear Ms. Norman-Vacha:

Per your request, enclosed are 2 copies of Progress Energy's 2010 Annual Report.

If we can be of any further assistance, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Joanna Wilkinson".

Joanna Wilkinson  
Administrative Assistant  
Public Policy

Enclosures

cc: Kathy Nielsen



June 2, 2011

T. Jennene Norman-Vacha  
City Manager  
City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601-2042

Dear Jennene:

As we enter storm season here in Florida, the employees of Progress Energy Florida continue to work to prepare for significant storms as well as any type of catastrophic event. For us, storm preparation and planning is a year-round activity. In 2010 alone, Progress Energy Florida invested thousands of staff hours and more than \$177 million to strengthen its Florida system against storms.

Progress Energy's commitment to excellence in storm response has earned the utility the Emergency Response Award from the Edison Electric Institute (EEI) five times in the program's 11-year history. Progress Energy also won the EEI Emergency Assistance Award for its role in aiding utilities and citizens in Texas and Ohio following Hurricane Ike in 2008 and in the Gulf Coast region in 2005.

Planning to prepare information for communities during storms is a key part of our preparations. Progress Energy Florida has created easy to access information that will provide outage information, maps and an online outage reporting tool to the public. This information can be found on our new and improved website at [www.progress-energy.com/storm](http://www.progress-energy.com/storm). This site will provide the areas of the county that are the most impacted by a storm event. You can search outage information on an outage map tool by address and view county-specific estimates of power restoration, when available. The outage map tool is linked to from the centralized storm information and is also available at: [www.progress-energy.com/outagemap](http://www.progress-energy.com/outagemap).

The new online outage reporting tool, also found at [www.progress-energy.com/storm](http://www.progress-energy.com/storm), allows customers using compatible mobile devices or computers to report outages online after registering their account. Alternatively, to report a power outage, the general public can call **1-800-228-8485**. In addition, customers can follow Progress Energy Florida at [www.twitter.com/progressenergy](http://www.twitter.com/progressenergy) or at [www.facebook.com/ProgressEnergyFlorida](http://www.facebook.com/ProgressEnergyFlorida).

During a major storm event, our objective at Progress Energy Florida is to restore power as quickly and safely as possible. Progress Energy Florida works closely with the county Emergency Operations Centers (EOC) to provide up-to-date information regarding restoration efforts. Progress Energy coordinates all restoration activities for critical infrastructure through the county EOC. Over the several last months, we have conducted meetings with county EOC officials and participated in drills and other storm preparation activities in coordination with the EOCs.

We welcome your feedback on our process to help us enhance our joint efforts to serve the residents in our service territory during major events. If you have any questions, please feel free to call me at 352-563-4495.

Sincerely,

Amy Mangin  
North Coastal Region  
Community Relations Manager  
Progress Energy Florida, Inc.  
8202 W Venable Street  
Crystal River, FL 34429

CTN  
07.18.11  
✓ Copy: Tim Mossacole  
✓ Richard Radachky  
ZAW

# SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

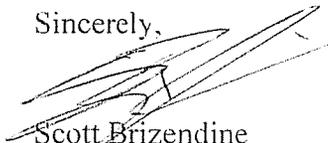
June 10, 2011

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

Dear Sir/Madam:

Attached please find the proposed budget for Fiscal Year 2011/2012 for the Southern Hills Plantation I Community Development District. A public hearing to consider the adoption of this item has been scheduled for August 11, 2011, at 10:00 a.m. at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601. This budget is being submitted to your office pursuant to Chapter 190, Florida Statutes.

Sincerely,



Scott Brizendine  
District Manager

Enclosures: FY 11-12 Proposed Budget

CTN  
7.18.11  
copy: Bill Grogan  
JH

# SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

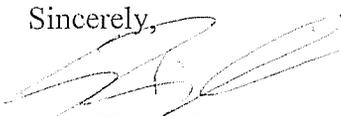
June 10, 2011

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

Dear Sir/Madam:

Attached please find the proposed budget for Fiscal Year 2011/2012 for the Southern Hills Plantation II Community Development District. A public hearing to consider the adoption of this item has been scheduled for August 18, 2011, at 10:00 a.m. at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601. This budget is being submitted to your office pursuant to Chapter 190, Florida Statutes.

Sincerely,

  
Scott Brizendine  
District Manager

Enclosures: FY 11-12 Proposed Budget

06-14-11 109:44 IN

CTN  
7-18-11  
copy: Bill Giger  
J/1/11



Rec'd  
6.15.11

---

## Memorandum

**To: Members of the Florida League of Cities**

**From: Rebecca O'Hara, Legislative Director  
Legislative Affairs & Communications**

**Date: May 18, 2011**

**Re: FLC Legislative Policy Development Process**

---

The Florida League of Cities is pleased to announce the start of the League's legislative policy process for 2011 – 2012. In an effort to get more cities involved, the League is requesting that each city be represented on one or more of the League's Legislative Committees.

It is recommended that only one city be represented on a committee, but a city could have someone on each of the five committees. This year, in an effort to better understand the areas of expertise of our policy committee members, we are asking applicants to provide a little more background information. **Please fill out the attached form and return it to Rachel Busick by August 19, 2011.**

### Legislative Committee Meeting Dates:

- September 23, 2011 – Gaylord Palms Hotel, Kissimmee
- October 28, 2011 – Gaylord Palms Hotel, Kissimmee
- November 17, 2011 – Hyatt Regency Orlando International Airport  
(In conjunction with FLC Legislative Conference)
- August 11, 2011 – Orlando World Center Marriott  
(In conjunction with FLC Annual Conference)

Should you have any questions or require additional information, please contact Rachel Busick at the League at (850) 222-9684 or by e-mail at [rbusick@flcities.com](mailto:rbusick@flcities.com). We look forward to your city's involvement in this exciting opportunity.

OTN /  
07.18.11  
JNW

# SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT

---

DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FLORIDA 33614

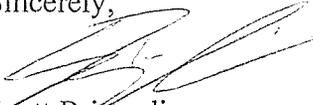
June 10, 2011

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

Dear Sir/Madam:

Attached please find the proposed budget for Fiscal Year 2011/2012 for the Southern Hills Plantation III Community Development District. A public hearing to consider the adoption of this item has been scheduled for August 11, 2011, at 10:00 a.m. (or immediately thereafter the adjournment of the Southern Hills I meeting.) at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601. This budget is being submitted to your office pursuant to Chapter 190, Florida Statutes.

Sincerely,



Scott Brizendine  
District Manager

Enclosures: FY 11-12 Proposed Budget

CTN: 7-18-11  
copy: Bill Geisler  
JAG

HERNANDO COUNTY TAX COLLECTOR  
JUANITA B. SIKES, C.F.C.



20 NORTH MAIN ST., ROOM 112 \* BROOKSVILLE, FLORIDA 34601-2892  
TELEPHONE (352) 754-4180 \* FAX (352) 754-4189

---

INVOICE

July 6, 2011

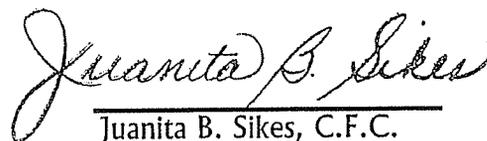
To: City of Brooksville  
General Fund

From: Juanita B. Sikes, Tax Collector

To invoice you for Refund of Ad Valorem Taxes. Key # 750164

General Fund \$451.02

Total Billing \$451.02

  
\_\_\_\_\_  
Juanita B. Sikes, C.F.C.  
Hernando County Tax Collector

CTN  
07-10-11  
4

7-27-11 2:1:47 IN



# THE FLORIDA SENATE

## COMMITTEE ON REAPPORTIONMENT

*Location*

103 Senate Office Building

*Mailing Address*

404 South Monroe Street  
Tallahassee, Florida 32399-1100  
(850) 487-5855

Senator Don Gaetz, *Chair*

Senator Gwen Margolis, *Vice Chair*

*Professional Staff:* John Guthrie, *Staff Director*

Senate's Website [www.flsenate.gov](http://www.flsenate.gov)

July 5, 2011

The Honorable Frankie Burnett, Mayor  
City of Brooksville  
201 Howell Ave  
Brooksville, FL 34601-2011

Dear Mayor Burnett:

The decennial process of drawing congressional, State Senate, and State House districts is underway. Our first step is listening to voters and constituents.

House Redistricting Chairman Will Weatherford and I have scheduled 26 public hearings at locations throughout the state. Our next five stops are in Central Florida:

- **Lakeland** on Monday, July 25, from 2:00 until 5:00 PM at Polk State College's Lakeland Campus (3425 Winter Lake Road, Lakeland, FL 33803).
- **Wauchula** on Tuesday, July 26, from 8:00 until 11:00 AM at the Hardee County Civic Center (515 Civic Center Drive, Wauchula, FL, 33873).
- **Wesley Chapel** on Tuesday, July 26, from 6:00 until 9:00 PM at the Wiregrass Ranch High School Gym (2909 Mansfield Boulevard, Wesley Chapel, FL 33543-6931).
- **Orlando** on Wednesday, July 27, from 2:00 until 4:00 PM and from 6:00 until 8:00 PM at the Bob Carr Performing Arts Center (401 W. Livingston Street, Orlando, FL 32801-1413).
- **Melbourne** on Thursday, July 28 from 10:00 AM until 1:00 PM at the Brevard County Government Center at Viera (2725 Judge Fran Jamieson Way, Viera, FL 32940).

Please plan to attend one of the hearings, and help us spread the word to others.

Visit our website ([www.flsenate.gov/Redistricting](http://www.flsenate.gov/Redistricting)) for a list of all the public hearings and links to RSVP forms. Reservations are not required, but they will help us be prepared to seat everyone who attends and to hear from everyone who wishes to speak.

Creating and submitting a redistricting plan is one of the best ways to show what works for your community. All you need is a computer with a high-speed Internet connection and an email

CTA  
07-18-11  
-SKW

LAW OFFICES OF  
**MARK M. SCHABACKER, P.A.**

201 E. KENNEDY BOULEVARD, SUITE 460  
TAMPA, FLORIDA 33602-5823  
TELEPHONE: (813) 228-6565  
FACSIMILE: (813) 228-6655  
E-MAIL: mmspa@tampabay.rr.com

July 7, 2011

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

The Enrichment Centers Inc. of Hernando County  
Attn: Nick Morana, President  
7317 Berwick Way  
Brooksville, FL 34613

First Sealord Surety, Inc.  
Attn: Bond Claims  
789 E. Lancaster Avenue, Suite 200  
Villanova, PA 19085

Alspach Construction & Electric Company, Inc.  
Attn: Freda Dudley  
4020 W. Cayuga Street  
Tampa, FL 33614

City of Brooksville  
Attn: City Manager  
201 Howell Avenue  
Brooksville, FL 34601

The Enrichment Centers, Inc. of Hernando County  
Attn: President  
11375 Cortez Boulevard  
Brooksville, FL 34613

Re: *CQ Insulation, Inc. / Alspach Construction & Electric Company, Inc. / The Enrichment Centers Inc. of Hernando County/ 800 John Gary Grubbs Boulevard, Brooksville, FL / First Sealord Security - Bond. No. 10-12351-PP*

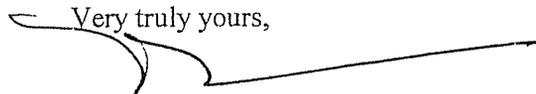
Gentlemen:

As a follow-up to our Notice of Non-Payment dated June 21, 2011, enclosed please find a copy of that Claim of Lien which was recorded by the Clerk of the Circuit Court of Hernando County, Florida, on June 23, 2011, in O.R. Book 2831, at page 138.

As we previously advised you, this Claim of Lien was recorded due to the failure on the part of Alspach Construction & Electric Company, Inc. to pay the \$6,550.00 currently due and owing to our client, CQ Insulation, Inc. This Claim of Lien shall be satisfied of record as soon as our client receives payment in full.

Pursuant to Florida Statutes 713.23, we hereby renew our request that you provide the undersigned with a copy of any and all applicable payment bonds, and *reaffirm our prior advice of our client's intent to look to any and all such bonds for protection and payment of all sums due our client.*

Your prompt attention to this matter will be anticipated.

Very truly yours,  


MARK M. SCHABACKER

MMS/bms  
enclosures  
cc: Thomas Fluharty (via e-mail w/attachment)

*ATTN  
07-18-11  
TMS*