

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

**AGENDA**

September 19, 2011

7:00 P.M.

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

**1. Hernando County Association of Realtors – Certificate of Appreciation**

Recognition of Hernando County Association of Realtors for their support of Friends of the Children’s Operation Backpack, resulting in a donation of \$4,840.

Presentation: Mayor

**D. CITIZEN INPUT**

**E. CONSENT AGENDA**

**1. Budget Amendments for FY2010/11**

Consideration of budget amendments for FY2010/11.

**2. Employee Group Insurance Coverage Renewal**

Consideration for renewal of employee benefit insurance coverages for FY2011/12.

**CONSENT AGENDA APPROVAL (√)**

Recommendation: Approval of Consent Agenda  
Action: Motion to Approve  
Attachments: 1) Memo from Director of Finance dated 09/08/11, Budget Amendment Forms; 2) Memo from City Manager dated 09/12/11

**F. PUBLIC HEARINGS**

- Entry of Proof of Publication into the Record

**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.

**[First Reading 7/18/11]**

Presentation: City Planner & Director of Community Development  
Recommendation: Approval of **Second Reading** of Ordinance No. 819 upon roll-call-vote  
Attachments: Memo from City Planner dated 09/19/11, Ordinance

## REGULAR COUNCIL MEETING – September 19, 2011

2. **Ordinance No. 823 – Florida Department of Environmental Protection Permit Requirements**

Consideration of ordinance establishing the legal authority and adopting an ordinance that meets the requirements of National Pollutant Discharge Elimination System and MS4 permit for the City of Brooksville for compliance with FDEP.

**[First Reading 8/15/11]**

Presentation: Director of Public Works  
Recommendation: Approval of **Second Reading** of Ordinance No. 823 upon roll-call-vote  
Attachments: Memo from Director of Public Works dated 09/19/11, Ordinance

3. **Ordinance No. 824 – Competitive Bidding and Purchasing**

Consideration of an ordinance amending Chapter 2 of the City's Code.

**[First Reading 8/15/11]**

Presentation: Director of Finance  
Recommendation: Approval of **Second Reading** of Ordinance No. 824 upon roll-call-vote  
Attachments: Memo from Director of Finance dated 09/19/11, Ordinance

4. **Alcoholic Beverage Location Permit & Resolution No. 2011-08**

Consideration of Category "A" Permit for the Quarry Golf Course located at 800 John Gary Grubbs Boulevard and Resolution amending Parks & Recreation Rules and Regulations.

a) Permit Application

b) Resolution No. 2011-08

Presentation: Director of Community Development  
Recommendation: a) Approval of Permit; b) Approval of Resolution No. 2011-08 upon roll-call-vote  
Attachments: a) Memo from Director of Community Development and Director of Parks, Facilities & Recreation dated 09/19/11; Permit Application  
b) Memo from Director of Parks, Facilities & Recreation dated 09/09/11, Resolution

## REGULAR COUNCIL MEETING – September 19, 2011

### G. REGULAR AGENDA

1. **Resolution 2011-09 – Purchasing Limits**

Consideration of a resolution amending the Purchasing Policy.

Presentation: Director of Finance  
Recommendation: Approval of Resolution No. 2011-09 upon roll-call-vote  
Attachments: Memo from Director of Finance dated 09/19/11; Resolution

2. **Resolution No. 2011-10 – Florida Department of Transportation (FDOT) – Annual Veteran’s Appreciation Parade Route**

Consideration of approval of Resolution supporting the Annual Veteran’s Appreciation Parade route and closing of State Road 50/Jefferson Street and U.S. Highway 41/Broad Street.

Presentation: City Clerk  
Recommendation: Approval of Resolution No. 2011-10 upon roll-call-vote  
Attachments: Memo from City Clerk dated 09/19/11, Proposed Resolution, State Road Closure Application, Map

3. **Coastal Engineering Amended and Restated Agreement**

Consideration of Amended and Restated Agreement with Coastal Engineering for completion of the Water Reuse Facility.

Presentation: Director of Public Works  
Recommendation: Approval  
Attachments: Memo from Director of Public Works dated 09/13/11; Proposed Agreement

4. **Official Policy 1-2011 - Tobacco Use**

Consideration of policy 1-2011 for tobacco use for the City of Brooksville.

Presentation: City Clerk and Human Resources Specialist  
Recommendation: Approval of Policy or Direction to Staff  
Attachments: Memo from City Clerk and Human Resources Specialist dated 09/19/11, Proposed Policy

5. **GASB 54 Fund Balance Policy**

Consideration of updated Policy clarifying Fund Balance Reporting and Governmental Fund Type Definition.

Presentation: Director of Finance  
Recommendation: Approval  
Attachments: Memo from Director of Finance dated 09/07/11; Proposed Policy

## REGULAR COUNCIL MEETING – September 19, 2011

### 6. Personnel Policy Amendments

Consideration of updates to the Personnel Policy.

- a) Section 3.02 On-call Pay
- b) Section 5.01 Communications and Cell Phone Use
- c) Section 7.06 Military Leave
- d) Section 7.08 Leave of Absence Without Pay

Presentation: City Attorney  
Recommendation: Approval  
Attachments: Memo from City Attorney dated 09/12/11; Proposed Policies

### 7. Quarry Golf Course Lease

Consideration for Approval of Quarry Golf Course Lease Arrangement.

Presentation: City Manager  
Recommendation: Approval  
Attachments: This Agenda Item and Agreement to be provided following discussion during Public Budget Hearing on 9/14/11.

## CORRESPONDENCE TO NOTE

H. CITIZEN INPUT

I. ITEMS BY COUNCIL

J. ADJOURNMENT

*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.*



## CONSENT AGENDA MEMORANDUM

**To:** Honorable Mayor and City Council Members  
**Via:** T. Jennene Norman-Vacha, City Manager   
**From:** Stephen J Baumgartner, Finance Director   
**Subject:** Recommended FY2010/11 Budget Amendments  
**Date:** September 8, 2011

**GENERAL SUMMARY/BACKGROUND:** Attached are FY2010/11 Budget Amendments pertaining primarily to two issues. One set of amendments is the capital expenditures that are estimated that will be spent this fiscal year for our Energy Savings Projects approved by City Council on 4/18/11. We have consulted with Project Engineer Chris Summers with the Energy Systems Group as to what is likely to be paid before the close of our fiscal year. Also, amendments are included for the SunTrust Capital Improvement Revenue Notes, Series 2011 (Financing Energy Performance Projects) approved on 5/16/11. This includes the debt service transfers and the debt proceeds for the SunTrust loan that required per the loan covenants.

The other amendment issue is the Travelers' Casualty and Surety Company settlement of \$3,500,000 received in June 2011. We have created a Capital Projects Fund (Bond Settlement Capital Projects Fund) to place the settlement funds. We are also recommending transferring the funds (\$1,339,324) needed to complete the Cobb Road WWTP expansion for reuse. The remaining reserves (\$1,285,676) will be accounted through the new Bond Settlement Capital Projects Fund. We consulted Oliver and Company on the treatment of the settlement and they were in agreement.

Two other housekeeping amendments are included. Explanations are given on each Budget Amendment form for details.

**Budget Impact:**  The recommended amendments are cleanup amendments that are needed and required before we close our fiscal year. City Council approved the Energy Savings Projects and the Bond settlement terms.

 **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. Ordinance No. 814, which set the Fiscal Year 10/11 Budget provides for budget amendments and transfer of funds. Pursuant to Section IV of Ordinance No. 814, "[c]onsent and approval of the City Council may be given during a duly called and constituted session of said Council identifying said budget amendments or adjustments."

**STAFF RECOMMENDATION:** Staff recommends Council consideration for approval of FY2010/11 Budget Amendments as attached.



# BUDGET AMENDMENT FORM

## Fiscal Year 2010 - 2011

Account Name/Dept	Account Number	Approved Budget FY 2010-11	Increase	Decrease	Amended Budget FY 2010-11
Construction in Progress/Energy Savings Capital Projects Fund	312-009-510-55650	\$0	\$128,750		\$128,750
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$128,750</b>	<b>\$0</b>	<b>\$128,750</b>

Reason for Amendment: This represents the estimated costs of the City Hall HVAC  
for fiscal year ending 9 30 11. The project is not expected to be completed by 9 30 11.

Council authorization: 4/18/11

Systems Group Guaranteed Energy Performance Contract and 5/16/11 Council meeting approval  
of \$3,333,022 Capital Improvement Revenue Note from SunTrust.

\_\_\_\_\_  
*Department Director Signature* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Department Director Signature* \_\_\_\_\_  
*Date*

*Hepler J. Stenzel*  
 \_\_\_\_\_  
*Finance Director Signature* \_\_\_\_\_  
 9-8-11  
*Date*

\_\_\_\_\_  
*City Manager Signature* \_\_\_\_\_  
*Date*

**Approved by City Council, during Regular Session:**

\_\_\_\_\_  
*Date*

# BUDGET AMENDMENT FORM

## Fiscal Year 2010 - 2011

Account Name/Dept	Account Number	Approved Budget FY 2010-11	Increase	Decrease	Amended Budget FY 2010-11
Construction in Progress/Energy Savings Capital Projects Fund	312-009-510-55650	\$0	\$23,750		\$23,750
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
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					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$23,750</b>	<b>\$0</b>	<b>\$23,750</b>

Reason for Amendment: This represents the estimated costs of the City Hall roof for fiscal year ending 9 30 11. The project is not expected to be completed by 9 30 11.

Council authorization: 4/18/11

Systems Group Guaranteed Energy Performance Contract and 5/16/11 Council meeting approval of \$3,333,022 Capital Improvement Revenue Note from SunTrust.

\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
Date

Stephen J. Baumgart  
Finance Director Signature

9-8-11  
Date

\_\_\_\_\_  
City Manager Signature

\_\_\_\_\_  
Date

**Approved by City Council, during Regular Session:**

\_\_\_\_\_  
Date

# BUDGET AMENDMENT FORM

## Fiscal Year 2010 - 2011

Account Name/Dept	Account Number	Approved Budget FY 2010-11	Increase	Decrease	Amended Budget FY 2010-11
Replacement Water meters/Water	401-021-536-55224	\$15,000	\$1,445,000		\$1,460,000
Construction in Progress/Water	401-021-169-19049	\$2,092,325	\$97,700		\$2,190,025
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
<b>TOTAL</b>		<b>\$2,107,325</b>	<b>\$1,542,700</b>	<b>\$0</b>	<b>\$3,650,025</b>

Reason for Amendment: The \$1,445,000 is an estimate of the total costs of the meter replacement for fiscal year ending 9 30 11; the project is not expected to be completed until October 2011.  
The \$97,700 is the estimate of the meters greater than \$6,000 (capitalized) that are expected to be completed by 9 30 11. Council authorization: Council Meeting 4/18/11 approval of Energy Systems Group Guaranteed Energy Performance Contract and 5/16/11 Council meeting approval of \$3,333,022 Capital Improvement Revenue Note from SunTrust.

<i>Richard [Signature]</i> Department Director Signature	Date 09-08-2011
<i>Stephen [Signature]</i> Department Director Signature	Date 9-8-11
Finance Director Signature	Date
City Manager Signature	Date

**Approved by City Council, during Regular Session:**

Date \_\_\_\_\_









# BUDGET AMENDMENT FORM

## Fiscal Year 2010 - 2011

Account Name/Dept	Account Number	Approved Budget FY 2010-11	Increase	Decrease	Amended Budget FY 2010-11
Transfer In from Local Option Gas/General Fund Revenues	001-000-381-49108	\$270,564	\$7,436		\$278,000
Transfer Out from Local Option Gas Fund to General Fund	108-009-581-56001	\$280,000		\$2,000	\$278,000
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
<b>TOTAL</b>		<b>\$550,564</b>	<b>\$7,436</b>	<b>\$2,000</b>	<b>\$556,000</b>

Reason for Amendment: Adjustment to 10/11 budget to current estimates ; in addition the Transfers In and Transfers Out did not balance so this is to correct the error.

Department Director Signature \_\_\_\_\_

Date \_\_\_\_\_

Department Director Signature \_\_\_\_\_

Date \_\_\_\_\_

*Stephan J. Blumquist*  
Finance Director Signature \_\_\_\_\_

*9-8-11*  
Date \_\_\_\_\_

City Manager Signature \_\_\_\_\_

Date \_\_\_\_\_

**Approved by City Council, during Regular Session:**

Date \_\_\_\_\_

# BUDGET AMENDMENT FORM

## Fiscal Year 2010 - 2011

Account Name/Dept	Account Number	Approved Budget FY 2010-11	Increase	Decrease	Amended Budget FY 2010-11
Legal Services/General Govt.	001-009-510-53100	\$200,000	\$55,000		\$255,000
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
<b>TOTAL</b>		<b>\$200,000</b>	<b>\$55,000</b>	<b>\$0</b>	<b>\$255,000</b>

Reason for Amendment: Outside legal counsels exceeded \$70,000 this fiscal year due to the bankruptcies and Bond Surety Issues pertaining to the Southern Hills Development.

\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director Signature

\_\_\_\_\_  
Date

*Stephan J. Baumgart*  
\_\_\_\_\_  
Finance Director Signature

*9-8-11*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager Signature

\_\_\_\_\_  
Date

**Approved by City Council, during Regular Session:**

\_\_\_\_\_  
Date



**CONSENT AGENDA ITEM  
 MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCILMEN**

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

**SUBJECT: EMPLOYEE GROUP INSURANCE COVERAGES**

**DATE: SEPTEMBER 12, 2011**

**GENERAL SUMMARY/BACKGROUND:** In conjunction with the annual budget process and discussed within your prior budget workshop meeting, staff has worked to provide a renewal of insurance premium costs for the coverages currently provided within the City's employment benefit package (group medical combined with the health reimbursement arrangement-HRA, dental, term life, and long-term disability). Optionally and upon the voluntary decision of the employee, additional/supplemental life, short-term disability and dependent coverages are made available through City's existing providers. Voluntary and dependent coverages are provided at the sole cost of the employee.

***Group Medical Coverage***

The initial renewal provided from Blue Cross Blue Shield of Florida (BCBS) increased the City's premiums by five percent (5.0%). This would have increased the employee only premium (paid at 100% by the City/employer) from \$537.78 per employee per month to \$557.41 per employee per month.

After additional staff negotiations, with the assistance of the Gehring Group, Blue Cross Blue Shield of Florida agreed to renew the City existing plan with decrease in premiums of approximately 10.8%. This would mean a decrease in the employee only premium (paid at 100% by the City/employer) from \$537.78 per employee per month to \$473.80 per employee per month.

During budget workshops, staff presented an alternative plan (BlueOptions 3559) through Blue Cross Blue Shield of Florida for Council consideration. The plan design is provided as Attachment 1. This plan is a PPO plan utilizing the Blue Options network. This network includes all local hospitals and many local physicians. It offers a co-payment option for employees that use the network for medical care. All of the "co-payments" paid by an employee are applied to the calendar year maximum out-of-pocket costs.

Selection of this plan will allow for an additional reduction in premium or total decrease of about 12.5%. This would mean a decrease in the employee only premium (paid at 100% by the City/employer) from \$537.78 per employee per month to \$464.66 per employee per month.

The BlueOptions 3559 plan overall improves the plan benefits for services within the Blue Cross network. The co-pay does increase from \$35 to \$40 for specialist care/services. Deductible is reduced from \$750 per year to \$500 per year. Out-of-pocket per calendar year maximum is reduced from \$3,000 per year to \$2,500 per year. The plan reduces the prescription drug co-pay for generic drugs from \$15 to \$10.

The plan does increase the out-of-pocket per calendar year maximum for services provided outside of the Blue Cross network from \$3,000 to \$5,000. The plan reduces the coinsurance amount for physician services provided within a hospital from calendar year deductible plus 40% to calendar year deductible plus 20%, for the out-of-network physician.

As we discussed during the budget workshops, our existing in-network utilization is well over 90% in all categories of services. Staff believes that the improved benefits for most employees that receive services within the Blue Cross network, coupled with a reduction in premiums charged to the employer/City make this change a clear choice.

For FY 2011-12 staff is recommending approval of the alternative BlueOptions 3559 Plan at a premium of \$464.66 per month per employee with Blue Cross Blue Shield of Florida.

### ***Dental Insurance Coverage***

The renewal for group/employee dental coverage provided from Blue Cross Blue Shield of Florida (BCBS) has once again allowed our dental premiums to remain constant (\$27.56 per employee per month, as paid at 100% by the City/employer). This year's stable premium follows our ten percent (10%) reduction in the City's premiums for last fiscal year. The plan remains the same.

### ***Long-Term Disability Insurance Coverage***

Long-term disability premiums are presented for renewal with no change. We are recommending our coverage remain with Assurant with the following schedule of benefits with Assurant:

Eligible Employees:	Full-time employees
Monthly Benefit:	60% of covered monthly pay
Max	\$5,000
Min	\$25
Elimination Period:	90 days; zero residual
Max Benefit Duration:	for disabilities occurring before age 68, 2 years
Pre-Existing Limitation:	3/3/12

Coverage cost for renewal remains at 0.23% of monthly payroll.

We recommend this coverage be effective October 1, 2011, with allowances for employees to acquire additional voluntary or dependent coverage (100% employee paid) as they may determine in the best interest of themselves and/or their family through Open Enrollment.

***Life Coverage***

Currently the City provides a term-life benefit of two (2) times salary for all City employees. This benefit level and cost will not change. We are requesting approval to move the group life and voluntary dependent/supplemental life coverages under Assurant for continuity and administrative ease of all voluntary coverages offered through .

**BUDGET IMPACT:** Coverages presented are within the monies allocated in the FY 2011-12 budget documents awaiting final approval of Council on September 28, 2011.

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

**STAFF RECOMMENDATION:** Staff recommends that City Council approved the following: (1) Renewal of employee group medical plan with a change to the Alternate Plan (BlueOptions 3559) through Blue Cross Blue Shield of Florida at a premium of \$464.66 per month per employee; allowing provisions for voluntary dependent coverage; (2) Renewal of the employee group dental plan Blue Dental Choice Plus through Blue Cross Blue Shield of Florida/Florida Combined Life; allowing provisions for voluntary dependent coverage; (3) Renewal of group employee term-life coverage of two (2) times salary for all employees through Assurant; allowing provisions for voluntary life benefits for the employee and/or spouse/dependents; and (4) Renewal of group employee long-term disability coverage for all employees with Assurant; allowing provisions for voluntary short-term disability benefit options.

SCHEDULE OF BENEFITS	Current		Initial Renewal		Revised Renewal		Alternate #1	
	BlueCross BlueShield of Florida BlueOptions 1553	Out of Network	BlueCross BlueShield of Florida BlueOptions 1553	Out of Network	BlueCross BlueShield of Florida BlueOptions 1553	Out of Network	BlueCross BlueShield of Florida BlueOptions 3559	Out of Network
<b>Plan Basics</b>	In Network	Out of Network						
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Calendar Year Deductible								
Single	\$750	\$750	\$750	\$750	\$750	\$750	\$500	\$750
Family	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$1,500	\$2,250
Out of Pocket CYM	Includes CYD, Coins, Copays; Excl. Rx	Includes CYD, Coins, Copays; Excl. Rx	Includes CYD, Coins, Copays; Excl. Rx	Includes CYD, Coins, Copays; Excl. Rx	Includes CYD, Coins, Copays; Excl. Rx	Includes CYD, Coins, Copays; Excl. Rx	Includes CYD, Coins, Copays; Excl. Rx	Includes CYD, Coins, Copays; Excl. Rx
Single	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$2,500	\$5,000
Family	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$5,000	\$10,000
Coinurance	20%	40%	20%	40%	20%	40%	20%	40%
<b>Physician Services</b>								
Primary Care Physician	\$20	CYD + 40%						
Specialist	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$40	CYD + 40%
Pre-Natal	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$40	CYD + 40%
Chiropractic Services	\$35	CYD + 40%	\$35	CYD + 40%	\$35	CYD + 40%	\$40	CYD + 40%
Laboratory Services	No Charge	CYD + 40%						
Medical Pharmacy (Inj. Admin)	20% to \$200/month	CYD + 50%						
<b>Hospital Services</b>	Tier 1 / 2							
Inpatient Hospital	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	\$750 / \$1,250	\$2,000	\$600 / \$1,000	CYD + 40%
Outpatient Hospital	\$150 / \$250	CYD + 40%	\$150 / \$250	CYD + 40%	\$150 / \$250	CYD + 40%	\$200 / \$300	CYD + 40%
Emergency Room	\$100 + 20%	CYD + 40%	\$100 + 20%	CYD + 40%	\$100 + 20%	CYD + 40%	\$100	\$100
Physician Services	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 40%	CYD + 20%	CYD + 20%
<b>Mental and Nervous Services</b>								
Inpatient Hospital	No Charge	\$2,000	No Charge	\$2,000	No Charge	\$2,000	No Charge	40%
Outpatient Services	No Charge	40%						
<b>Substance Abuse Services</b>								
Inpatient Hospital	No Charge	\$2,000	No Charge	\$2,000	No Charge	\$2,000	No Charge	40%
Outpatient Services	No Charge	40%						
<b>Pharmacy Plan</b>								
Generic	\$15	CYD + 50%	\$15	CYD + 50%	\$15	CYD + 50%	\$10	CYD + 50%
Preferred Brand	\$30	CYD + 50%						
Non Preferred Brand	\$50	CYD + 50%						
Mail Order Copay	2.5x	CYD + 50%						
Employee	\$537.78		\$557.41		\$473.80		\$464.66	
Employee + Spouse	\$1,028.01		\$1,237.46		\$1,051.83		\$1,031.54	
Employee + Child(ren)	\$934.77		\$1,014.49		\$862.32		\$845.67	
Family	\$1,526.63		\$1,711.26		\$1,454.56		\$1,426.50	
Monthly Premium	\$65,751.41		\$69,024.14		\$58,670.65		\$57,538.77	
Annual Premium	\$789,016.92		\$828,289.68		\$704,047.80		\$690,465.24	
\$ Increase	n/a		\$39,272.76		-\$84,969.12		-\$98,551.68	
% Increase	n/a		5.0%		-10.8%		-12.5%	



## 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:** SEPTEMBER 19, 2011

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**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:** <sup>FB</sup> 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 that Local land development regulations shall contain specific and detailed provisions necessary or desirable to implement the adopted comprehensive plan.



**CITY COUNCIL ACTION:** On July 18, 2011, City Council reviewed and approved the first reading of Ordinance No. 819 to allow for the display of additional temporary signs. City Council also authorized the public hearing for the second and final reading of Ordinance No. 819 to be held on August 1, 2011. At the August 1, 2011 meeting, the second and final reading of the item was postponed by City Council to the September 19, 2011 meeting.

**STAFF RECOMMENDATION:** It is recommended that City Council evaluate the proposed Ordinance providing for the display of temporary signs and consider approval of the second reading of the Ordinance as proposed.

**ATTACHMENT:** 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, Chapter 125; 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, Chapter 125, shall remain in effect except to the extent allowed by this ordinance, through 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 July 18, 2011

NOTICE Published on July 22, 2011 & September 9, 2011

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

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

VOTE OF COUNCIL:

Bernardini \_\_\_\_\_

Bradburn \_\_\_\_\_

Burnett \_\_\_\_\_

Hohn \_\_\_\_\_

Johnston \_\_\_\_\_

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



**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:** Ordinance No. 823 - Florida Department of Environmental Protection  
- NPDES Permit Requirements  
**DATE:** September 19, 2011

**GENERAL SUMMARY/BACKGROUND:** In the 1970's, Congress enacted the Clean Water Act to improve surface waters to a swimmable and fishable condition. A portion of the Clean Water Act included addressing the stormwater discharges into lakes, streams and estuaries. The U.S. Environmental Protection Agency, (EPA) was charged with implementing the Clean Water Act. Through delegation, States were empowered to enforce the EPA rules. In Florida, that agency was the Florida Department of Environmental Protection (FDEP).

To address stormwater, the EPA developed the National Pollutant Discharge Elimination System (NPDES). Originally, an NPDES permit was required for larger municipalities. In 2003, smaller jurisdictions were required to obtain permit coverage. Brooksville was issued a permit from the FDEP on August 2, 2004. The City's permit coverage was renewed, August 18, 2010.

In accordance with EPA requirements, the FDEP has directed the City of Brooksville to meet minimum control measures and adopt an ordinance to establish legal authority to prohibit and enforce illicit discharges to the City's stormwater system.

An illicit discharge is generally any discharge into a stormwater system that is not composed entirely of stormwater. Water from a commercial car wash discharging to a stormwater system is an example of an illicit discharge. Discharging liquid wastes or disposing of trash, including yard wastes such as leaves, and grass trimmings into a stormwater system, are also examples of illicit discharges.

On April 4, 2011, the FDEP conducted an audit of the City's Stormwater Management Program, (SWMP). Their inspection and subsequent review determined that the City has not satisfied the stormwater requirements, and has been given ninety (90) days to provide FDEP a course of action to correct deficiencies of its stormwater management program.

As a basis on which all other minimum control measures are undertaken, the City must adopt an ordinance providing the necessary legal authority to prohibit, and enforce illicit discharges to the City's stormwater system.

Staff is currently in the process of evaluating the City's SWMP, by implementing minimum control measures such as public education, staff training, street sweeping, and debris removal to meet the NPDES permit requirements.

Council, at its August 15, 2011, meeting, approved the first reading of Ordinance No. 823.

**BUDGET IMPACT:** <sup>SB</sup> Costs associated with the NPDES permit and the City's Stormwater Management Program may be affected by:

- Staff training and education related to stormwater and erosion control. (\$1000.00 annually)
- Street sweeping and debris removal. (already being done)
- Public education, which may include presentations, workshops, bill stuffers. (\$1000.00 annually)
- Updating and monitoring of City's website informing persons of the NPDES. (already being done)

**LEGAL REVIEW:** Pursuant to home rule authority provided for by Article VII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and Section 1.03 of the Charter of the City of Brooksville, the City Council has the power to conduct municipal functions and to adopt ordinances.

**STAFF RECOMMENDATION:** Staff recommends Council consider approval of Ordinance No. 823 upon second reading upon roll call vote, establishing the legal authority, and adopting an ordinance that meets the requirements of the NPDES and MS4 permit for the City of Brooksville, thereby coming into compliance with the FDEP.

**ATTACHMENTS:** Ordinance No. 823

**ORDINANCE NO. 823**

**AN ORDINANCE PROVIDING FOR DEFINITIONS; RELATING TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITS; PROVIDING FOR CONTROL OF STORMWATER DISCHARGES; PROVIDING FOR THE PROHIBITION OF ILLICIT DISCHARGES AND ILLICIT CONNECTIONS; PROVIDING FOR RIGHT OF ENTRY, INSPECTION, MONITORING, AND MAINTENANCE OF THE SYSTEM; PROVIDING FOR EXEMPTIONS; ESTABLISHING PENALTIES AND FINES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Brooksville 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;

**WHEREAS**, pursuant to Section 1.03 and Section 2.13 of the Charter of the City of Brooksville, the City has the power to enable it to conduct municipal functions and to adopt ordinances;

**WHEREAS**, the City of Brooksville has been designated by the United States Environmental Protection Agency (US EPA) as a regulated local government under Phase 2 of the National Pollutant Discharge and Elimination System (NPDES) Storm water Permitting Program with the revision to Title 40, Code of Federal Regulations;

**WHEREAS**, this designation requires the City to develop and implement a storm water management program which will reduce storm water pollutant discharges to the Municipal Separate Storm Sewer System (MS4), and to develop and implement an ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to reduce pollutants in any storm water runoff to the MS4;

**WHEREAS**, the City desires to implement this ordinance to fully comply with the requirements of the designation as a regulated local government under Phase 2 of the National Pollutant Discharge and Elimination System (NPDES) Storm water Permitting Program;

**WHEREAS**, must protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. §1251 et seq.) and Municipal Separate Storm Sewer Systems (Chapter 62-624 F.A.C. pursuant to the authority of section 403.0885 Fla. Stat.) by reducing pollutants in storm water discharges to the maximum extent practicable and by prohibiting non-storm water discharges to the storm drain system;

**WHEREAS**, the City finds that it is in the best interest of the safety, health and welfare of the citizens and residents of the City to maintain a storm water system free from pollutants;

**WHEREAS**, the City of Brooksville intends to regulate the contribution of pollutants to the City's municipal separate storm water system by storm water discharges by any user, prohibit illicit connections and discharges to the city's municipal storm water system, and establish legal authority to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with ordinance.

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

### **SECTION 1. INCORPORATION OF RECITALS.**

The Recitals above are acknowledged as true and correct and are incorporated herein as legislative findings of fact.

### **SECTION 2. APPLICABILITY.**

This ordinance shall apply to all incorporated and annexed areas of the City of Brooksville and to water entering the storm water drainage systems within the boundaries of the city that was generated on any developed or undeveloped lands.

### **SECTION 3. DEFINITIONS.**

The following definitions apply:

- A. *Authorized enforcement agency* means the City acting through the department of public works or designated employees of that department, hereinafter referred to in this ordinance as the "department" who is authorized to enforce the provisions of this ordinance.
- B. *Best management practices* (BMPs) means schedules of activities, prohibitions of practices, general good house keeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.
- C. *Clean Water Act* means the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.
- D. *Construction activity* means any activity subject to NPDES construction permits including construction project activities resulting in land disturbance of one acre or more. Such activities include but are not limited to clearing and grubbing, demolition, grading, excavating, utility installation, building erection, paving and landscaping.
- E. *Hazardous materials* means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical,

chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

- F. *Illicit or illegal discharge* means any direct or indirect non-storm water discharge into any part of the storm drainage system located within the city limits, except as exempted in section 11 of this ordinance. Illegal discharges are discharges including, but not limited to, municipal sewage (wastewater), process wastewater, wash water and discharges from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the city, as well as any pollutants and hazardous materials or other substances regulated by the U.S. EPA or the Florida Department of Environmental Protection.
- G. *Illicit or illegal connection* means either: (1) any drain or conveyance, whether on the surface or subsurface, that conveys an illegal discharge into the storm drainage system, or (2) any drain or conveyance connected from a commercial or industrial facility to the storm drainage system whose source has not been thoroughly investigated and documented on plans, maps, or equivalent records and approved in writing by the city.
- H. *Industrial activity* means activities which are conducted on properties designated for Industrial Land Use in accordance with the City's Comprehensive Plan or other final zoning action, and facilities identified by the U.S. EPA as requiring a NPDES storm water permit under the definition of "Storm Water Discharge Associated with Industrial Activity" in Title 40, Section 122.26 of the Code of Federal Regulations or any amendment thereto, and under the provisions of Section 403.0885, Florida Statutes, and applicable rules of the Florida Administrative Code pursuant to the Department's federally-approved NPDES storm water regulatory program.
- I. *Inspection* includes, but is not limited to, any on-site physical examination of all facilities and grounds which may discharge to regulated waters, a review of *all* records on operation and maintenance of facilities and the results of any monitoring performed for compliance with local, state, and federal regulations, and permit conditions.
- J. *Maximum Extent Practicable* means a case-by-case analysis considering all relevant factors for determining whether programs to reduce the discharge of pollutants have been optimized to the highest degree possible, including management practices, control techniques and system, design and engineering appropriate for the control of pollutants.
- K. *Municipal separate storm sewer system (MS4)* means the entire storm drainage system, as hereinafter defined, located within the city limits that is both publicly and privately owned and that has been designed and is used specifically for the collection and conveyance of storm water, as hereinafter defined.
- L. *National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permits* are general, group, and individual storm water discharge permits which regulate facilities

defined in federal NPDES regulations pursuant to Sections 307, 402, 318, or 405 of the Clean Water Act, and pursuant to provisions of Chapter 403, Florida Statutes, and applicable rules of the Florida Administrative Code pursuant to the Department's federally-approved NPDES storm water regulatory program.

- M. *Non-storm water discharge* means any discharge to the storm drain system that is not composed entirely of storm water.
- N. *Owner* as applied to a building or land, shall include any owner, part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety, of the whole or of a part of such building or land.
- O. *Person* means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.
- P. *Pollutant* means anything which causes or contributes to pollution. Pollutants may include but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.
- Q. *Premises* mean any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
- R. *Regulated waters* are waters of the United States as defined in 40 CFR §122, as amended, and Waters of the State as defined in Chapter 403, Florida Statutes, as amended, that lie within the City's jurisdiction, even though such waterways may only carry water during rains and storms and may not carry storm water at and during all times and seasons.
- S. *Storm drainage system* means the entire infrastructure within the city limits comprised of many components, both publicly and privately owned, by which storm water is collected and conveyed through the city including, but not limited to, city, county, state and private street and road drainage systems comprised of gutters, curbs, inlets, and storm pipes; storm pumping facilities; drainage retention and detention areas/basins, both publicly and privately owned; natural and human-made or altered drainage swales, ditches, channels, and reservoirs; and all other storm water related storm drainage facilities within the city.
- T. *Storm water* means any surface flow, runoff, and drainage consisting entirely of accumulated water from natural precipitation and resulting from such precipitation.

- U. *Storm water management plan* means a document prepared according to Florida Department of Environmental Protection regulations that describes the best management practices and other required activities to be undertaken by a person or business to first identify sources of pollution and/or contamination at a site and the follow-up actions to be taken by such persons or businesses to eliminate or reduce pollutant discharges into municipal storm water, storm drainage systems, and/or receiving waters to the maximum extent practicable.
- V. *Wastewater* means any waters that are discharged from residential, commercial or industrial sanitary facilities including toilets, sinks, showers and wash-down operations.
- W. *Watercourse* means either:
  1. Any stream, river, creek, slough or other naturally occurring storm water conveyance feature in which water usually flows over the surface of the land, or
  2. Any artificial or man-made swale, ditch, channel or other man-made storm water conveyance feature in which water usually flows in a defined bed or bottom.

#### **SECTION 4. MINIMUM STANDARDS.**

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into Regulated Waters caused by such person. This ordinance shall not create liability on the part of the City, or any agent or employee thereof, for any damages that result from any person's reliance on this ordinance or any administrative decision lawfully made hereunder.

#### **SECTION 5. WATERCOURSE PROTECTION.**

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. The owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

#### **SECTION 6. CONTROL OF STORM WATER DISCHARGES.**

- A. *Storm Water Discharges to the MS4 and to Regulated Waters.* Discharges to the City's MS4 shall be controlled so that they do not impair the operation of the City's MS4 or contribute to the failure of the City's MS4 to meet any applicable local, state, or federal law or regulation. Discharges to Regulated Waters shall be controlled so that they do not adversely impact the quality or beneficial uses of those waters or result in violation of any applicable local, state, or federal law or regulation. Any person responsible for discharges determined by the City to be contributing to the degradation of the City's MS4, Regulated Waters, or Waters of the State of Florida,

either directly or through the a MS4, shall provide corrective measures in accordance with a schedule approved by the City and may be subject to paying fines and damages.

- B. *Storm Water Discharges from Industrial Facilities.* Storm water from areas of Industrial Activity shall be treated and managed on-site using BMPs to protect water quality prior to discharge to the City's MS4, Regulated Waters or Waters of the State. All erosion, pollution, and sediment controls required by any applicable local, state, or federal permit, including elements of a Storm Water Pollution Prevention Plan required under a NPDES permit, shall be properly implemented, installed, operated, and maintained. All storm water discharges from Industrial Facilities shall be of a quality that will not adversely impact existing water quality or beneficial uses of the receiving waters.
- C. *Storm Water Discharges from Construction Activities.* Storm water from sites upon which Construction Activities occur shall be controlled on-site using BMPs to protect water quality to the Maximum Extent Practicable prior to discharge to the City's MS4 or to Regulated Waters. All erosion, pollution, and sediment controls required by any applicable local, state, or federal permit, including elements of a Storm Water Pollution Prevention Plan required under a NPDES permit, shall be properly implemented, installed, operated, and maintained. Storm water discharges from Construction Activities shall be of a quality that will not adversely impact existing water quality or beneficial uses of the receiving waters.
- D. *Control of Pollutant Contributions From Interconnected MS4s.* The discharge of storm water between interconnected state, county or other MS4s shall not impair the quality of the discharge of the receiving MS4. Owners of sections of an interconnected MS4 shall be responsible for the quality of discharge from their portion of the system and shall coordinate with the owners of the downstream segments prior to discharging.

**SECTION 7. BEST MANAGEMENT PRACTICES.** The City will establish and implement best management practices (BMPs) requirements for all activities, operations, and/or facilities within the City which may cause or contribute to pollution or contamination of storm water, the storm drainage system, or waters of the United States. The owner or operator of such activity, operation, or facility shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Any person responsible for a property or premises that is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4, Regulated Waters and Waters of the State. Compliance with all terms and conditions of a valid Florida Department of Environmental Protection issued NPDES permit authorizing the discharge of storm water associated with commercial or industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a storm water management plan (SWMP) as necessary for compliance with requirements of any NPDES permit.

## SECTION 8. PROHIBITION OF ILLICIT DISCHARGES AND ILLICIT CONNECTIONS

- A. *Prohibition of Illicit Discharge.* Unless expressly exempted by Section 11 of this ordinance, no person shall discharge or cause to be discharged directly or indirectly into the City's MS4, Regulated Waters, or Waters of the State any materials other than storm water, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards. Throwing, draining, or otherwise causing, or permitting others under one's control to throw, drain, or otherwise discharge into the Regulated Waters or Waters of the State any liquids, solids or waters containing any wastewater, pollutants or hazardous materials other than storm water is prohibited.
- B. *Prohibition of Illicit Connection.* Any point source discharge to the City's MS4, Regulated Waters or Waters of the State that is not composed entirely of storm water or specifically permitted through a NPDES permit, is considered an illicit connection and is prohibited. The construction, use, maintenance or continued existence of illicit connections to the City's MS4 is prohibited. Failure of an Industrial Facility or Construction Activity site to notify the City of a connection to the City's MS4 prior to discharging constitutes an illicit connection.
1. The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
  2. This prohibition expressly includes without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
  3. A person is considered to be in violation of this article if the person connects a line conveying sanitary sewage to the MS4, or allows such a connection to continue.
  4. Improper connections in violation of this article shall be disconnected and redirected, if necessary, to an approved onsite wastewater management system or the municipal sanitary sewer system upon approval of the city.
  5. Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the city requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be determined, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the city.

- C. *Control of Illicit Discharges or Illicit Connections.* Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected illicit discharge or illicit connection to the MS4 or to Regulated Waters from said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. Persons responsible for illicit discharges or illicit connections shall, immediately upon discovery, initiate procedures to cease discharging and provide suitable containment facilities. Such procedures shall include a requirement to obtain approval from the City of a schedule for implementing proposed corrective measures.

## **SECTION 9. REPORTING OF ILLICIT DISCHARGES OR ILLICIT CONNECTIONS.**

Notwithstanding other requirements of applicable law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into the City's MS4, Regulated Waters or Waters of the State, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.

- A. In the event of a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services.
- B. In the event of a release of non-hazardous materials, said person shall notify the City in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the department within two business days of the phone notice.
- C. If the discharge of prohibited materials emanates from a commercial or industrial facility, the owner or operator of such facility shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrent. Such records shall be retained for at least ten years.
- D. Failure to provide notification of discharges or connections as provided herein is a violation of this ordinance.

## **SECTION 10. INSPECTION, MONITORING, AND MAINTENANCE.**

- A. *Right of Entry - Inspection for Compliance.* The City shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with the requirements this ordinance. City personnel shall be granted access to inspect permitted facilities discharging or reasonably suspected of discharging to the MS4 or Regulated Waters in violation of applicable permits, in order to effectuate this Ordinance and to investigate potential violations of this Ordinance. In the case of non-permitted facilities discharging or reasonably suspected of discharging to the MS4 or Regulated Waters in violation of the requirements of this ordinance or any applicable federal or state statute, rule or

regulation shall be subject to inspection by City personnel for monitoring of the quality of the discharges upon request for access or presentation of an administrative inspection warrant obtained pursuant to state statutory requirements.

1. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow the City access to the facility.
2. Facility operators shall allow the department ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
3. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the department and shall not be replaced. The costs of clearing such access shall be borne by the operator.
4. Unreasonable delays in allowing the City access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with an NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the department reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.
5. The City may seek a search warrant from any court of competent jurisdiction if the City has been refused access to any part of the premises from which storm water is discharged, and city can demonstrate probable cause to believe that: (1) there may be a violation of this article; or (2) there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder or to protect the overall public health, safety and welfare of the community.

B. *Monitoring, Analysis and Reporting to Determine Compliance.* The City may require, by written notice of requirement, that any person engaged in any activity and/or owning or operating any facility that may cause or contribute to storm water pollution, illicit discharges, and/or non-storm water discharges to the City's MS4, Regulated Waters, Waters of the U.S., or Waters of the State to undertake at said person's expense such monitoring and analysis and furnish such reports to the City as deemed necessary to determine compliance with this Ordinance. The City shall have the right to set-up on any permitted facility such devices as are necessary in the opinion of the City to conduct monitoring and/or sampling of the facility's storm water discharge. The City has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure storm water flow quantity and quality shall be calibrated to ensure their accuracy.

- C. *Maintenance of Structural Controls and BMPs.* Structural controls and other BMPs used to reduce or eliminate pollution in storm water discharges shall be operated and maintained at all times by the person owning and/or operating the facility so as to function in accordance with the permitted design or performance criteria of all applicable permits and regulations.

## SECTION 11. EXEMPTIONS.

The following activities shall be exempt from the requirements of this Ordinance:

- A. Discharges from:
1. potable water line flushing
  2. uncontaminated groundwater infiltration
  3. uncontaminated pumped groundwater
  4. discharges from potable water sources
  5. irrigation water
  6. lawn and landscape watering
  7. diverted stream flows
  8. rising ground waters
  9. uncontaminated foundation and footing drains
  10. uncontaminated water from crawl space pumps
  11. air conditioning condensation
  12. uncontaminated non-industrial roof drains
  13. footing drains
  14. building foundation drains;
  15. natural springs
  16. individual residential car washing
  17. car washing done on private property on a single day conducted by a charitable, school related or church related organization;
  18. flows from riparian habitats and wetlands
  19. dechlorinated swimming pool discharges
  20. street maintenance wash water; and flows from fire fighting (except that such flows may be addressed where they are identified as significant sources of pollutants to the City's MS4 or to Regulated Waters.)
- B. Discharges that meet State Water Quality Standards of Chapter 62-302 F.A.C., and any amendments thereto.
- C. Discharges or water flow from firefighting operations or other similar discharges expressly specified in writing by the city engineer as being necessary to protect public health and safety.
- D. Discharges associated with investigatory dye-testing however this activity requires a 24-hours prior written notification to the department prior to the time of the dye test.

- E. Discharges of non-storm water permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the United States Environmental Protection Agency (EPA), provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm.

## **SECTION 12. NOTICE TO CITY OF NPDES PERMITS OR INTENT TO PROCEED WITH DISCHARGE.**

- A. Any person who holds a National Pollutant Discharge Elimination System permit, which authorizes storm water discharge to the City's MS4, shall provide a copy of such storm water discharge permit to the City no later than sixty (60) calendar days after the effective date of this Ordinance or sixty (60) calendar days after the issuance of said storm water discharge permits.
- B. Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City prior to the allowing of discharges to the MS4.
- C. The owner or operator of a facility, including construction activity sites, required to have an NPDES permit to discharge storm water associated with industrial activity shall submit a copy of the notice of intent to the city at the same time the operator submits the original notice of intent to the Florida Department of Environmental Protection. The copy of the notice of intent shall be delivered to the City either in person, by US Postal Service Registered Mail, or by FedEx/UPS registered delivery.
- D. Any person commits a violation of this ordinance if the person operates a facility that is discharging storm water associated with industrial activity without having submitted a copy of the notice of intent to do so to the city.

## **SECTION 13. ENFORCEMENT, PENALTIES AND LEGAL PROCEEDINGS.**

- A. *Regulatory Consistency.* This ordinance shall be construed to assure consistency with the requirements of the Clean Water Act and any amendments or supplements thereto, or any applicable implementing regulations.
- B. *Violations.* It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. Any person who has violated or continues to violate the provisions of this ordinance may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law. In the event the violation constitutes an immediate danger to public health or public safety, the department is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property.

C. *Enforcement.* This Ordinance may be enforced by any method prescribed by law or ordinance. Violations of this ordinance may be punished as described in the City of Brooksville Code of Ordinances, as amended from time to time. Each day any violation of any provision of this ordinance continues shall constitute a separate offense, unless otherwise provided.

1. Any authorized law enforcement officer, code enforcement officer, or City authorized agent has authority to issue notices and citations for violations hereof.
2. The City is authorized to issue cease and desist orders in the form of written official notices sent by registered mail to the person(s) responsible for the violation. Specific activities and operations may be ordered to be ceased based upon the following conditions:
  - a. In a situation that may have a serious effect on the health, safety, or welfare of the public or the environment, including the operation of and quality of storm water in the City's MS4.
  - b. When irreversible or irreparable harm may result, in the reasonable opinion of the City, and immediate cessation of the activity is necessary to protect the public or the environment, including the operation of and quality of storm water in the City's MS4.
  - c. If the person(s) so noticed fails to comply with any such order, the City has the right to take remedial action. The person(s) responsible for the illicit discharge or illicit connection shall reimburse all costs incurred by the City in taking such actions. Such reimbursement may be ordered in any appropriate enforcement proceedings under this ordinance.
3. In addition to the remedies provided herein, the City is authorized to make application in a court of appropriate jurisdiction for an injunction restraining any person from violating, or continuing to violate, any provisions of this Ordinance. The City may also seek entry of a court order requiring restoration and mitigation for any impacted land or waters or request any other appropriate, applicable legal remedy, including reimbursement of court costs.
4. The City may elect any or all of the above remedies concurrently, and the pursuance of one shall not preclude the pursuance of another.

D. *Penalties.* The following penalties, fines and charges may apply:

1. *Warning notice.* When the City finds that any person has violated, or continues to violate, any provision of this ordinance, or any order issued hereunder, the City may serve upon that person a written warning notice, specifying the particular violation believed to have occurred and requesting the discharger to immediately investigate the matter and to seek a resolution whereby any offending discharge will cease. Investigation and/or resolution of the matter in response to the warning notice in no

way relieve the alleged violator of liability for any violations occurring before or after receipt of the warning notice. Nothing in this subsection shall limit the authority of the City to take any action, including emergency action or any other enforcement action, without first issuing a warning notice.

2. *Notice of violation.* Whenever the City finds that a person has violated a prohibition or failed to meet a requirement of this ordinance, the City may order compliance by written notice of violation to the responsible person.

a. The notice of violation shall contain:

- (1.) The name and address of the alleged violator;
- (2.) The address when available or a description of the building, structure or land upon which the violation is occurring or has occurred;
- (3.) A statement specifying the nature of the violation;
- (4.) A description of the remedial measures necessary to restore compliance with this article and a time schedule for the completion of such remedial action;
- (5.) A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed;
- (6.) A statement that the determination of violation may be appealed to the City by filing a written notice of appeal within five business days of service of notice of violation; and
- (7.) A statement specifying that, should the violator fail to restore compliance within the established time schedule, the work will be done by the city, or agent retained by the City and the expense thereof shall be charged to the violator.

b. Such notice of violation may require without limitation:

- (1.) The performance of monitoring, analyses, and reporting;
- (2.) The elimination of illicit connections or discharges;
- (3.) That violating discharges, practices, or operations shall cease and desist;
- (4.) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
- (5.) Payment of a fine to cover actual administrative and remediation costs; and
- (6.) The implementation of source control or treatment BMPs.

3. *Compensatory action.* In lieu of enforcement proceedings, penalties, and other remedies authorized by this ordinance, the City may impose upon a violator one or more alternative compensatory actions such as, but not

limited to, storm drain inlet stenciling, attendance at compliance workshops, watercourse and/or drainage retention area cleanup, etc.

4. *Emergency cease and desist orders:* When the City finds that any person has violated or continues to violate any provision of this ordinance, or any order issued hereunder, or that the person's past violations are likely to recur, and that the person's violation(s) has (have) caused or contributed to an actual or threatened discharge to the MS4, Regulated Waters, Waters of the State or Waters of the United States which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the City may issue an order to the violator directing it immediately to cease and desist all such violations and directing the violator to:
  - a. Promptly comply with all requirements of this article; and
  - b. Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge. Any person notified of an emergency order directed to it under this subsection shall immediately comply and stop or eliminate its endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the City may take such steps as deemed necessary to prevent or minimize harm to the MS4, Regulated Waters, Waters of the State or Waters of the United States, and/or endangerment to persons or to the environment, including immediate termination of a facility's water supply, sewer connection, or other municipal utility services. The City may allow the person to recommence its discharge when it has demonstrated to the satisfaction of the City that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this ordinance. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the City within five business days of receipt of the emergency order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the violator.
5. *Suspension due to illicit discharges in emergency situations.* The City may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4, Regulated Waters, Waters of the State or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the City may take such steps as deemed necessary to prevent or

minimize damage to the MS4, Regulated Waters, Waters of the State, or Waters of the United States, or to minimize danger to persons.

6. *Suspension due to the detection of illicit discharge.* Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City will notify a violator of the proposed termination of its MS4 access. The violator may petition the City for reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section, without the prior approval of the City.
7. *Sampling and Monitoring Costs.* In addition to any fines which may be imposed pursuant to this Ordinance, persons responsible for a discharge which adversely impacts a receiving water shall be liable for all sampling and analytical costs incurred in monitoring the discharge, any state or federal fines imposed as a result of the discharge and the cost of removing or properly treating the discharge for complete restoration of the quality of all receiving waters.
8. *Civil penalties.* In the event the alleged violator fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within five business days, or such greater period as the City shall deem appropriate, after the City has taken one or more of the actions described above, the City may impose a penalty not to exceed \$1,000.00 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.
9. *Criminal prosecution.* To the extent permitted by law, any person that has violated or continues to violate one or more provisions of this ordinance shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to any applicable criminal penalties. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

### **SECTION 13. PAYMENT OF COSTS OF ABATEMENT OF THE VIOLATION.**

Within fifteen (15) business days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within fifteen (15) business days. If the amount due is not paid within a timely manner as determined by the decision of the City or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this ordinance shall become liable to the city for costs of abatement of said violations by reason of such violation. The liability shall be paid in not more than twelve (12) equal payments. Interest at the permissible statutory rate shall be due and payable on the costs of abatement and will be assessed on the outstanding balance due the day after the expiration of the protest period.

**SECTION 14. ADMINISTRATIVE RESPONSIBILITY; AUTHORIZED ENFORCEMENT AGENCY.**

The City Manager shall appoint a designated City official to serve as the authorized enforcement representative for the City for this ordinance. Any powers granted or duties imposed under this ordinance may be delegated in writing by the City Manager to individuals or entities acting in the beneficial interest of or in the employ of the City. The City Manager is authorized to promulgate rules, regulations and procedures necessary to administer compliance with and enforcement of this ordinance.

**SECTION 15. APPLICABILITY TO PENDING CONTRACTS AND PERMITS.**

- A. The City recognizes that certain parcel owners and duly licensed contractors have entered or will enter into bona fide contracts for construction activities affected by this ordinance prior to its effective date, without actual or sufficient constructive notice of the potential enactment thereof. Any parcel owner or contractor who files a true copy of such construction contract, together with a notarized affidavit in a form acceptable to the City (swearing under penalty of perjury as to the authenticity and execution date of said construction contract), with the City no later than October 1, 2011 shall be deemed exempted from the requirements of section 6(C) of this ordinance with respect to any construction activities directly related to such contract, provided that a complete building permit application pertaining to said parcel has been accepted for filing by the City on or before September 19, 2011. Any parcel owner or contractor who has filed their construction contract and building permit application with the City under this provision and who has not obtained a building permit issued by the building department during one additional one-hundred-eighty-day period running from the filing of a complete building permit application shall no longer be exempted from the requirements of this ordinance and shall be subject thereto.
- B. The City further recognizes that imposing all of the obligations of this ordinance on construction activities begun prior to or otherwise without sufficient actual or constructive notice of the ordinance requirements would be inequitable. Accordingly, construction activities pursuant to building permits issued prior to September 19, 2011 shall be exempted from section 6(C) of this ordinance.
- C. Nothing in this section shall be construed to exempt any construction activities from any and all other requirements of the City's Code of Ordinances or from any applicable county, state or federal laws, rules or regulations.

**SECTION 16. 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 17. CONFLICTS AND REPEALER.**

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

**SECTION 18. AMENDMENT TO CODE.**

This Ordinance shall be and become a part of the Code of the City of Brooksville, Florida, to amend and supplement Chapter 90 and become part of a new Article III Storm Water Management.

**SECTION 19. CODIFICATION.**

The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Code of Ordinances of the City of Brooksville, Florida* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 15, 16, 17, 18, 19, and 20 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 20. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon its adoption.

**CITY OF BROOKSIVLLE, FLORIDA**

Attest: \_\_\_\_\_  
Janice Peters, City Clerk

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

PASSED on First Reading August 15, 2011

NOTICE Published on September 9, 2011

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

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

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

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



AGENDA ITEM  
MEMORANDUM

To: Honorable Mayor and City Council Members

Via: T. Jennene Norman-Vacha, City Manager

From: Stephen J Baumgartner, Finance Director *SB*

Subject: Ordinance No. 824 – Competitive Bidding

Date: September 19, 2010

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**GENERAL SUMMARY / BACKGROUND:** Council, at their August 15<sup>th</sup> meeting, approved the first reading of Ordinance No. 824, which will update and clarify the City's Code to create a more streamlined purchasing process. Attached is proposed Ordinance No. 824, which amends and restates Chapter 2 of the Code, relating to sections on emergency purchases and competitive bidding and adds a section on expenditure authority and limitations of the City Manager.

**BUDGET IMPACT:** *SB* These recommendations have no direct Budget impact; however we believe that staff time will be utilized more efficiently by raising the limits to lower the number of sealed bids which require staff time and advertising expenses.

*JK* **LEGAL REVIEW:** Pursuant to home rule authority provided for by Article VII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and Section 1.03 of the Charter of the City of Brooksville, the City Council has the power to conduct municipal functions and to adopt ordinances.

**STAFF RECOMMENDATION:** Staff recommends approval of Ordinance No. 824 upon second reading.

**ATTACHMENTS:** Ordinance No. 824

ORDINANCE NO. 824

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BROOKSVILLE, FLORIDA, CHAPTER 2 ADMINISTRATION, AMENDING ARTICLE VI FINANCE, SECTION 2-303 “EMERGENCY PURCHASES AND DECLARATION PROCEDURE” AND SECTION 2-304 “COMPETITIVE BIDDING”; PROVIDING FOR EXPENDITURE AUTHORITY AND LIMITATIONS; PROVIDING FOR CODIFICATION, CONFLICTS, REPEALING, SEVERABILITY AND EFFECTIVE 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, pursuant to Sec. 5.04 of the Charter of the City of Brooksville, the City Council, may, by ordinance, decrease the amount of expenditure for which the city may obligate itself without competitive bids, bond, or approval of council; and

WHEREAS, the City Council has previously adopted Ordinance No. 536(b) relating to competitive bidding; and,

WHEREAS, the City Council of the City of Brooksville, Florida desires to amend its Code of Ordinances, relating to competitive bidding and emergency purchasing.

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

**SECTION 1. AMENDMENT TO CHAPTER 2 ADMINISTRATION, ARTICLE VI FINANCE.** The Code of Ordinances of the City of Brooksville, Florida, Chapter 2, Administration, Article VI, Finance, Section 2-303 “Emergency Purchase; Declaration; Procedure” and Section 2-304 “Competitive Bidding” are hereby amended and restated in its entirety to read as follows:

**Sec. 2-303. Competitive Bidding**

- (a) Unless otherwise provided in this Section, competitive bidding shall be required for the procurement of personal property and contractual services if the expenditure for the procurement is \$20,000 or more.
- (b) *Piggyback Purchases.* Personal property and contractual services may be procured without competitive bid; provided that the city manager recommends that a specific purchase be made by "piggy-backing" on an award by another governmental entity's competitive bidding process in accordance with the following criteria:

1. The other governmental entity's competitive bidding process provides procedural guarantees of fairness and competitiveness substantially equivalent to those of the city;
  2. The other governmental entity and the vendor authorize the use of piggybacking; and,
  3. For purposes of piggy-backing, a governmental entity is defined as the state and its departments, agencies, bureaus and divisions; the government of the United States and its departments, agencies, bureaus and divisions; counties; water management districts; public educational institutions; municipalities; a special, benefit or taxing district created pursuant to state statutes; or any other entity created pursuant to the Constitution of the State, state statute, the Constitution of the United States or the laws of the United States which is vested with incidents appertaining to government and acting for public purposes.
- (c) *Sole Source.* Personal property and contractual services may be procured without competitive bid if the personal property and contractual services are available only from a single source. Prior to procurement under this sole source provision, a description of the personal property or contractual services sought and a notice of the City's intent to proceed with a sole-source purchase shall be electronically posted for a period of at least seven (7) business days. Upon conclusion of the notice period, the City may proceed with procurement from a sole source if no protests have been received indicating that there is an alternative source from which the property or contractual services may be procured.
- (d) *Joint Procurement.* If the City enters into a joint procurement arrangement with another government entity, the competitive bidding limit shall be waived and the statutory categories and limits established pursuant to Florida Statutes, Chapter 287, and as authorized in the City Charter shall apply.

#### **Sec. 2-304 Expenditure Authority and Limitations.**

- (a) Unless otherwise provided for in this section, City Council approval is required for purchases and expenditures of City funds.
- (b) The City Manager is authorized to approve purchases and expenditures in an amount set by resolution of the City Council; provided that the purchase or expenditure is in accordance with the provisions of Section 2-303.
- (c) The City Manager is authorized to approve purchases and expenditures in excess of the amount established pursuant to subsection (b) of this section, if the expenditure is for vehicles and equipment that have been specifically identified and approved for purchase by the City Council in the budget, and the City's purchase of said vehicles or equipment is completed through piggybacking from another government entity's competitive bid process.

- (d) The City Manager is authorized to approve cost and time change orders to construction contracts; provided that the approved contract price is not exceeded or the original project schedule is not extended for more than ninety (90) calendar days.

**Sec. 2-305. Emergency Purchase; Declaration; Procedure.**

- (a) The bid requirements set forth herein shall not affect provisions contained in City Charter Part I, Article V, Section 5.04, regarding competitive bidding except those provisions essential to the declaration of an emergency to protect the public health and safety.
- (b) The declaration of an emergency shall be by the Mayor or Vice-Mayor, where upon the City Manager or, in such absence of the City Manager, the acting City Manager designee, may issue orders for emergency purchases or procurement of hardware, machinery, facilities or services because of an act of God, strike, storm, fire, explosion, failure, riot, public enemy or catastrophe of any kind that seriously impairs or renders impossible the continued operation of public facilities or services as are required for public health or safety.
- (c) Any emergency declared under subsection (b) of this section shall be limited to an expenditure approval not to exceed \$50,000. Purchases for a declared emergency that must exceed \$50,000 for those purchases, as defined and enumerated in subsection (b) of Sec. 2-305, will require a special meeting of the City Council and a roll call majority vote of the duly elected members of the City Council.

**SECTION 2. 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 3. 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 4. AMENDMENT TO CODE.** This Ordinance shall be and become a part of the Code of the City of Brooksville, Florida, to amend and supplement Chapter 2 "Administration" as directed herein.

**SECTION 5. CODIFICATION.** It is the intention of the City Council of the City of Brooksville 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 2, 3, 4, 5 and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon adoption by the Brooksville City Council.

**CITY OF BROOKSVILLE**

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

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

PASSED on First Reading August 15, 2011

NOTICE Published on September 9, 2011

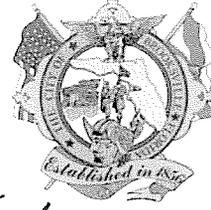
PASSED on Second & Final Reading \_\_\_\_\_

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

VOTE OF COUNCIL:

Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Hohn \_\_\_\_\_  
Johnston \_\_\_\_\_

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



**AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

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

**FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR &**  
**MIKE WALKER, PARKS & RECREATION DIRECTOR** *[Signature]*

**SUBJECT: ALCOHOLIC BEVERAGE LOCATION PERMIT, TYPE "A" - NEW  
QUARRY GOLF COURSE/CITY OF BROOKSVILLE**

**DATE: SEPTEMBER 19, 2011**

**GENERAL SUMMARY:**

The Petitioner, City of Brooksville, is seeking an Alcoholic Beverage Location Permit (Category "A") to allow for the sale of alcoholic beverages for consumption on premises, for property located at 800 John Gary Grubbs Boulevard (Quarry Golf Course).

The subject property is zoned C2, Highway Commercial District/Recreation Land Use, and is located within a commercial district that includes permitted uses for retail sales, offices, restaurants, etc.

Staff reviewed the application in conjunction with the criteria established in Chapter 6 of the City Code. The proposed location meets the zoning requirements for being permitted to have a Category "A" Alcoholic Beverage Location Permit.

The City currently has Park Rules & Regulations in place that prohibit alcoholic beverages at the Quarry Golf Course. For consistency, these rules and regulations should be amended prior to authorizing the issuance of a Category "A" Alcoholic Beverage Location Permit for this location.

**BUDGET IMPACT:** *fb*

Direct costs incurred in taking action on and processing this petition will be absorbed by the City of Brooksville.

**LEGAL NOTE:**

*JR*

The public hearing is required pursuant to Section 6-44 of the City Code. The public hearing is intended to provide persons having either supporting or opposing interest in the application to appear and be heard. The petitioner submitted this application on August 19, 2011.

**STAFF RECOMMENDATION:**

After accepting public input, it is recommended that City Council find that the petition meets the criteria of Chapter 6 of the City of Brooksville Code for receiving a Category "A", Alcoholic Beverage Location Permit. Further, staff recommends City Council approve the issuance of said permit following the petitioner's submittal of the required state alcoholic beverage license and approval of the amendments to Articles 9 and 21 of the City of Brooksville Parks and Recreation Department Rules and Regulations.

**ATTACHMENTS:** Alcoholic Beverage Location Permit Application



# CITY OF BROOKSVILLE

## APPLICATION FOR ALCOHOLIC BEVERAGE LOCATION PERMIT

(Code of Ordinances, Chapter 6)

**New Permit**

**Type A Permit** (Liquor, beer and wine sales for consumption on premises; requires City Council approval.)

**Transfer\***

**Type B Permit** (Beer and wine sales for consumption off premises; City Manager approval only)

The undersigned hereby applies for an Alcoholic Beverage Location Permit pursuant to City of Brooksville Code of Ordinances, Chapter 6, and it is specifically for the purpose of:

to serve citizens BEVERAGES.

at the following location (street address):

QUARRY GOLF COURSE 800 GARY GRUBBS BLVD

Applicant

Name: QUARRY GOLF COURSE

d/b/a: BROOKSVILLE CITY OF (TOM VITALE PK)

Address: 800 GARY GRUBBS BLVD

BROOKSVILLE FL. 34601

Phone: (352) 540-3807

Fax: (352) 544-5486

Property Owner \*\*

Name: CITY OF BROOKSVILLE

d/b/a: MUNICIPALITY

Address: 201 HOWELL AVE.

BROOKSVILLE, FL 34601

Phone: (352) 540-3810

Fax: (352) 544-5424

\* Date of proposed transfer:

If transfer, name of previous owner:

\*\* If the applicant is not the property owner, state the nature of the applicant's interest in the referenced property or business (see page 2), and submit a written consent from the owner along with this application. If an agent is to represent the applicant, attach a letter from the agency with the name and address of the agent.

Written consent from the owner, if applicable.

Agent letter, if applicable.

**Application Fee: \$75.00 (Per City Policy 1-90)**

The present use of the property is: GOLF COURSE (Public)

The proposed use of the property is: GOLF COURSE (Public)

The legal description of the property is: Subdivision \_\_\_\_\_ Lot \_\_\_\_\_ Block 52 ACRES  
ACREAGE - ON FILE [✓] See Attached

Property Appraiser Key Number: 20353496 & 00359329

If the applicant is not the owner of the property, state the nature of the applicant's interest in the referenced property or business: CITY-OWNED

I certify that all statements made in this application are true to the best of my knowledge and that submitting any incorrect information will void the application, or location permit, if issued. I understand that my request will not be considered unless all the information required by this application is submitted.

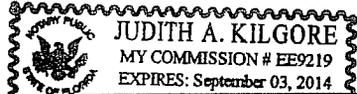
T. Jennene Norman-Vachca  
CITY MANAGER for CITY OF BROOKSVILLE  
Applicant's Name (Print or Type)

Jennene Norman-Vachca  
Applicant's Signature

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was sworn to and subscribed before me this 24<sup>th</sup> day of August, 2011 by T. Jennene Norman-Vachca, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did) or (did not) take an oath.

Judith A. Kilgore  
Notary Public

  
(Stamped, typed or printed on the instrument name, number and date of expiration.)

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

**APPLICATION FOR ALCOHOLIC BEVERAGE LOCATION PERMIT  
CHECKLIST  
(For City Staff Use Only)**

Applicant's Name: CITY OF BROOKVILLE - QUARRY GOLF COURSE  
Date Application Received: 8/22/11 Date Fee Paid: N/A

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**TYPE A PERMIT**

*If the application is for a Type A Permit, fill out the information below per Sec. 6-44(c).*

(1) Proximity of locations to schools, churches, licensed day care facilities, public recreation areas, public buildings, and areas of public assembly:

Schools 1,680'± Churches 2,200'± Day Care 1680'±  
\*Public Recreation 0' \*Public Building 0' \*Public Assembly 0'

(2) Proximity of the location to established residential areas: 875'±

(3) Land Use/Zoning of location sought: C2 ZONING / RECREATIONAL LAND USE  
Land Use/Zoning of adjoining and adjacent areas: ADJACENCY ARE ZONED C2 (COMMERCIAL)  
PROPERTIES WITH CLOSEST L.U.

(4) Types of streets and traffic serving the area: US 41 - MAJOR ARTERIAL

(5) Proximity of location to other businesses operating under Permit A or B: 614'±

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*I have reviewed the above application for an Alcoholic Beverage Location Permit and have determined that it meets all requirements of Chapter 6 of the City Code.*

Bill Geiger 8/24/11 Quae Blum  
Community Development Director/Date Chief of Police/Date 8/25/11

Date Notice Published: \_\_\_\_\_ Date Sign Posted: 9/2/11

Date of City Council Public Hearing: Sept. 19, 2011

Permit Issued: [ ] Yes [ ] No Date of Issuance: \_\_\_\_\_

---

**SUSPENSION OR REVOCATION OF LOCATION PERMIT (Sec. 6-45)**

Date: \_\_\_\_\_ Reason: \_\_\_\_\_

\* PUBLIC SITE

**Hernando County Property Appraiser**

CAMA updated: 8/19/2011

Parcel: R21 422 19 0000 0250 0000 | KEY: 00353496

**2011 Preliminary Values**

<< Next Lower Parcel # | Next Higher Parcel # >>

TRIM Notice | Property Card | Interactive GIS Map | Print

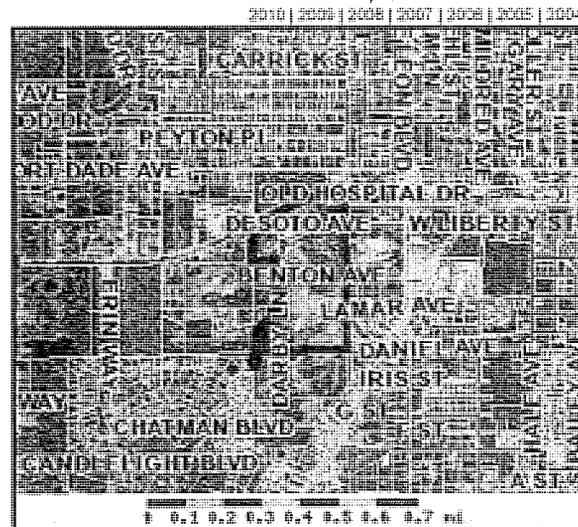
**Owner & Property Info**

Search Result: 1 of 1

<b>Owner's Name(s)</b>	BROOKSVILLE CITY OF (TOM VARN PARK & QUARRY GOLF)	
<b>Site</b>	800 JOHN GARY GRUBBS BLVD (view all Site Addresses)	
<b>First Owner's Mailing</b>	201 HOWELL AVE BROOKSVILLE FL 34601	
<b>Brief Desc</b>	54.7 AC MOL IN SE1/4 LYING S OF HWY 50 & E OF DARBY LN INCLUDING DARBY LN R/W ** CONTINUED **	
<b>DOR Code (89) - Other Municipal</b>	<b>Map Code</b> 76C4	
<b>Levy Code</b> CRBRES	<b>GIS Code</b> B037	
<b>Land Use</b>	<b>Land Units</b>	
GOLF COURSE	52.70 ACRES	
<b>TAX Information</b>		
<b>Tax History</b>		
2010 \$0.00	<b>TAX</b> > Access real-time Tax info <b>Links</b> > Pay your Taxes on-line	
2009 \$0.00		
2008 \$0.00		
2007 \$0.00		

**GIS Aerial**

flown: Feb 2010



**Property & Assessment Values**

<b>Land Value</b>	\$559,938.00
<b>Bldg Value</b>	\$638,054.00
<b>Features Value</b>	\$285,203.00
<b>Class Value</b>	\$0.00
<b>Limit Value</b>	\$1,483,195.00

<b>Assessed Value</b>	\$1,483,195.00
<b>Exempt Value</b>	\$1,483,195.00
<b>Excluded From Cap</b>	\$0.00
<b>Taxable Value</b>	\$0.00
<b>Just Mkt Value</b>	\$1,483,195.00

**Sales**

Sale Date	OR Book/Page	OR Inst.Type	Sale V/I (Qual)	Sale Price	Sale Party
1/1/1980	0/0000		(D)	\$0.00	BROOKSVILLE CITY OF

**Building Characteristics**

Bldg #	Bldg Desc	Year Blt	Area (Base / Aux)	Bed / Bath
1	HEAVY INDUSTRIAL (45)	1960	3120 / 0	0 / 0
3	GOVERNMENTAL BUILDINGS (32)	1990	5888 / 1296	0 / 6
4	RECREATIONAL (24)	1990	10000 / 0	0 / 3
5	RECREATIONAL (24)	1985	480 / 300	0 / 2
6	PROFESSIONAL BUILDING (30)	1990	900 / 900	0 / 3
7	RECREATIONAL (24)	1998	280 / 280	0 / 2
8	RECREATIONAL (24)	1980	280 / 1120	0 / 2

Note: All S.F. calculations are based on exterior building dimensions.

**Extra Features & Out Buildings**

Description	Actual Year	Dimensions	Dep. Cost
PAVEMENT, ASPHALT COMMERCIAL (PV3)	1985	12792 SQ FT	\$9,594.00
PAVEMENT, ASPHALT COMMERCIAL (PV3)	1985	1040 SQ FT	\$780.00
PAVEMENT, CONCRETE COMMERCIAL (PV4)	1985	64000 SQ FT	\$96,000.00
WOOD DECK (WDK)	1990	360 SQ FT	\$342.00
CHAIN LINK FENCE 4FT+ (CF2)	1990	500 LINEAR FT	\$2,000.00
DOOR, OVERHEAD, COMMERCIAL (DOH)	1990	200 SQ FT	\$800.00
DOOR, OVERHEAD, COMMERCIAL (DOH)	1990	80 SQ FT	\$320.00
OPEN PORCH, UNFINISHED (OPU)	1990	140 SQ FT	\$126.00

PAVEMENT, ASPHALT COMMERCIAL (PV3)	1990	600 SQ FT	\$450.00
PAVEMENT, ASPHALT COMMERCIAL (PV3)	1990	4950 SQ FT	\$3,713.00
PAVEMENT, ASPHALT COMMERCIAL (PV3)	1990	9240 SQ FT	\$6,930.00
PAVEMENT, CONCRETE COMMERCIAL (PV4)	1990	72 SQ FT	\$108.00
PAVEMENT, CONCRETE COMMERCIAL (PV4)	1990	1000 SQ FT	\$1,500.00
CHAIN LINK FENCE 4FT+ (CF2)	1990	564 LINEAR FT	\$2,256.00
OPEN PORCH, W/CONCRETE FLOOR (OPC)	1990	420 SQ FT	\$1,008.00
PATIO, CONCRETE (PT2)	1990	9600 SQ FT	\$19,200.00
PAVEMENT, ASPHALT COMMERCIAL (PV3)	1990	22500 SQ FT	\$16,875.00
PAVEMENT, ASPHALT COMMERCIAL (PV3)	1990	56600 SQ FT	\$42,450.00
PAVEMENT, ASPHALT COMMERCIAL (PV3)	1990	66000 SQ FT	\$49,500.00
PAVEMENT, CONCRETE COMMERCIAL (PV4)	1990	1480 SQ FT	\$2,220.00
DOOR,OVERHEAD,COMMERCIAL (DOH)	1990	96 SQ FT	\$384.00
CHAIN LINK FENCE 4FT+ (CF2)	2002	500 LINEAR FT	\$2,000.00
OPEN PORCH, W/CONCRETE FLOOR (OPC)	2002	720 SQ FT	\$3,283.00
OPEN PORCH, W/CONCRETE FLOOR (OPC)	1995	140 SQ FT	\$462.00
OPEN PORCH, W/CONCRETE FLOOR (OPC)	2002	800 SQ FT	\$3,648.00
PATIO, CONCRETE (PT2)	2002	800 SQ FT	\$1,600.00
PAVEMENT, CONCRETE COMMERCIAL (PV4)	2002	960 SQ FT	\$1,440.00
UTILITY,DETACHED,CONCRETE BLK (UTC)	1995	130 SQ FT	\$787.00
WALL,CONCRETE BLOCK STUCCO 8FT (WL3)	2002	160 LINEAR FT	\$1,680.00
OPEN SHED,NO WALLS OR CONCRETE (OS2)	2006	192 SQ FT	\$169.00
PAVEMENT, ASPHALT COMMERCIAL (PV3)	1980	14504 SQ FT	\$10,878.00
PAVEMENT, CONCRETE COMMERCIAL (PV4)	1980	1800 SQ FT	\$2,700.00

Address Listings

301 DARBY LN	800 JOHN GARY GRUBBS BLVD	87 VETERANS AVE	
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Business Listings

NONE
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Mobile Homes and Lease Accounts

NONE
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Hernando County Property Appraiser - Roll Year: 2011

CAMA updated: 8/19/2011

Search Result: 1 of 1

This information was derived from data which was compiled by the Hernando County Property Appraiser's Office solely for the governmental purpose of pr  
 This information should not be relied upon by anyone as a determination of the market value, ownership, or zoning of the property. Zoning information shou  
 the Hernando County Development Department. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interp  
 is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified v  
 are subject to change before being finalized for ad valorem assessment purposes  
 © Copyright 2003 All Rights Reserved - Hernando County Property Appraiser



R28 422 19 0000 0030 0000 (LT.3)  
 BROOKSVILLE CITY OF  
 (QUARRY GOLF COURSE)

**Hernando County Property Appraiser**  
 Alvin R. Mazourek CFA - Brooksville, Florida - 352-754-4190

---

**PARCEL: R28 422 19 0000 0030 0000 | KEY: 00359329**

N 1/2 OF NE 1/4 OF NE 1/4 ORB 160 PG 452 AND LESS A TRIANGLE SHAPED  
 PIECE IN NW \*\* CONTINUED \*\*

Name: BROOKSVILLE CITY OF (QUARRY GOLF COURSE)	LandVal \$209,313.00
Site: DARBY LN	BldgVal \$0.00
Mail: 201 HOWELL AVE	JustVal \$209,313.00
BROOKSVILLE FL 34601	Assd \$209,313.00
Sales Info 1/1/1980 \$0.00 (D)	Exmpt \$209,313.00
	Taxable \$0.00

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Levy:CRBRES    Map:77B1    GIS:B043    Class:    Quality: TPPCnt:0

0    0.06    0.12    0.18 mi

This information was derived from data which was compiled by the Hernando County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the market value, ownership, or zoning of the property. Zoning information should be obtained from the Hernando County Development Department. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.  
 CAMA updated: 8/26/2011 | GIS updated: 8/26/2011 | © Copyright 2003 All Rights Reserved - Hernando County Property Appraiser



## AGENDA ITEM MEMORANDUM

**TO:** HONORABLE MAYOR AND CITY COUNCILMEN  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER   
**FROM:** MIKE WALKER, DIRECTOR OF PARKS, FACILITIES & RECREATION  
**SUBJECT:** RESOLUTION NO. 2011-08 PARKS AND RECREATION RULES  
AND REGULATIONS AMENDMENT

**DATE:** September 9, 2011

**GENERAL SUMMARY/BACKGROUND:** Ordinance No. 764 of the City of Brooksville Code of Ordinances provides for the adoption of rules and regulations as they relate to City parks or recreational areas. At the April 12, 2011, City Council Quarry workshop meeting and the Brooksville Parks and Recreation Advisory Board meeting on August 11, 2011, it was discussed for alcoholic's beverages (Beer Only) to be sold at the Quarry Golf Course. For this to be permitted, the following Park Rules must be amended:

### ARTICLE 9. QUARRY GOLF COURSE - RULES & REGULATIONS

- A. Absolutely no alcoholic beverages are allowed on premises and no personal coolers shall be allowed on the course.

### ARTICLE 21. ALCOHOL

Unless specifically authorized in and limited to the duration of any special events permit authorized hereunder, the sale, possession or consumption of alcoholic beverages on any park property is prohibited. In addition to any other remedies under this article, any individual possessing or consuming alcoholic beverages shall be expelled from such park.

Resolution No. 2011-03 amends the City's Parks and Recreation Rules Article 9 and 21 to allow alcohol to be sold at the Quarry Golf Course.

**BUDGET IMPACT:** <sup>sb</sup> The budget impact will consist of the annual state license fee of \$392 and the cost of goods sold line item in the Quarry FY Budget to be impacted.

*ger* **LEGAL REVIEW:** Pursuant to Ordinance No. 764 City Council has the authority to establish adopt rules and regulations, including fees, as they relate City parks or recreational areas by resolution or administrative directive as recommended by the City Manager.

**STAFF RECOMMENDATION:** Staff recommends Council consideration for approval of Resolution No. 2011-03 upon roll call vote.

**ATTACHMENTS:** Resolution No. 2011-08

**RESOLUTION NO: 2011-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING ARTICLE 9 AND ARTICLE 21 OF THE RULES AND REGULATIONS FOR THE MANAGEMENT AND OPERATION OF THE PARKS OR RECREATIONAL AREAS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance No. 764 of the City of Brooksville Code of Ordinances provides for the adoption of rules and regulations as they relate to City parks or recreational areas; and

**WHEREAS**, at the April 12, 2011, workshop of the City Council with the Brooksville Parks and Recreation Advisory Board, various methods were discussed to increase the financial viability and sustainability of the Quarry Golf Course; and,

**WHEREAS**, at its meeting on August 11, 2011 the Brooksville Parks and Recreation Advisory Board discussed the ability to sell certain alcoholic's beverages (beer only) at the Quarry Golf Course as a means to improve the financial viability and sustainability of the Quarry Golf Course.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, that:**

**SECTION 1:** The Brooksville City Council hereby amends the rules and regulations, adopted by Resolution 2011-02, for the management and operation of the various parks or recreational areas under the responsibility of the Parks and Recreation Department of the City of Brooksville as follows:

Article 9. Quarry Golf Course

A. Alcoholic beverages may be permitted on premises as specifically authorized by the City; however, no personal coolers shall be allowed on the course.

Article 21. Alcohol

Unless specifically authorized in and limited to the duration of any special events permit authorized hereunder or as otherwise specifically authorized by the City, the sale, possession or consumption of alcoholic beverages on any park property is prohibited. In addition to any other remedies under this article, any individual possessing or consuming alcoholic beverages in violation of these rules shall be expelled from such park.

**SECTION 3:** Penalties for violations of these Rules and Regulations are hereby established pursuant to the Code of Ordinances.

**SECTION 4.** This Resolution shall take effect following its adoption.

ADOPTED on the 19<sup>th</sup> day of September, 2011.

**CITY OF BROOKSVILLE**

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

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

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

VOTE OF CITY COUNCIL

Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Hohn \_\_\_\_\_  
Johnston \_\_\_\_\_

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



## AGENDA ITEM MEMORANDUM

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

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

**From:** Stephen J Baumgartner, Finance Director

**Subject:** Resolution No. 2011-09 - Purchasing Limits

**Date:** September 19, 2011

**GENERAL SUMMARY / BACKGROUND:** Purchasing requirements are requested to be updated in order to save the staff cost and time of sealed bids, but also to ensure that the City purchases goods and services competitively and at a reasonable cost.

The procedures and price categories set forth in the Purchasing Policy have been modified periodically to reflect market conditions. Based on price increases, the cost of processing transactions, review of other governments' policies, I recommend the purchasing limits be up-dated as follows:

### Requisitions/Purchase Orders:

1. Requisitions/purchase orders will be required for purchases in excess of \$2,000. This includes credit card purchases exceeding \$2,000.
2. Department Directors may accept written or oral competitive quotes for items costing \$2,001 up to and including \$6,000. Oral bids are required to be documented in writing by City staff. At least (2) two quotations must be obtained, but three (3) are preferred, excluding purchases from state contracts, other government cooperative bids, and emergency purchases. The City Manager may approve purchase if it is sole source.
3. Department Directors may accept written competitive quotes for items costing \$6,001 up to and including \$10,000. Three (3) written quotations must be obtained, excluding purchases from state contracts, other government cooperative bids, and emergency purchases. The City Manager has the authority to waive the requirement for three (3) quotations, but two (2) must be obtained. The City Manager may approve purchase if it is sole source. The Sole Source Purchase must be documented by the Department Director.
4. Department Directors may accept written competitive quotes for items costing \$10,001 up to and including \$20,000. Three (3) written quotations must be obtained, excluding purchases made from state contracts, other government cooperative bids, and emergency purchases. The City Manager has the authority to approve sole source purchases. The Sole Source Purchase must be documented by the Department Head.

5. Sealed bids utilizing the advertised sealed-bid process will be required for purchases exceeding \$20,000 and award of such bids require City Council approval.
6. Emergency purchases are allowed without City Council approval that do not exceed \$50,000. Purchases that exceed \$50,000 require a special or regularly scheduled meeting of the City Council and a roll-call majority of Council members.

**Change Orders:**

1. The City Manager is authorized to approve change orders for engineer and project time extension increases and decreases to contracts.
2. The City Manager is authorized to approve quantity adjustments and to reposition funds within a project, provided the project contract amount is not exceeded.
3. The City Manager is authorized to add costs for unforeseen line items, provided the project contract amount is not exceeded.

**Professional Services:**

1. Professional Services will continue to be governed by the Consultant's Competitive Negotiations Act, Chapter 287.055 and 287.017, Florida Statutes.

If approved, the appropriate sections of the Purchasing Policy will be revised accordingly. In addition, we expect to bring back a completely revised purchasing policy by March 7, 2011.

**BUDGET IMPACT:** These recommendations have no direct Budget impact; however we believe that staff time will be utilized more efficiently by raising the limits to lower the number of sealed bids which require staff time and advertising expenses.

*JCR* **LEGAL REVIEW:** The City Council has home-rule authority (Art. VII, (2) Fla. Const. and §166.011 Fla. Stat.) to consider matters of fiscal benefit.

**STAFF RECOMMENDATION:** Staff recommends Council consideration for approval of purchasing limits as stated above.

**ATTACHMENT:** Resolution No. 2011-09

**RESOLUTION NO: 2011-09**

**A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA, ESTABLISHING PURCHASING AND EXPENDITURE AUTHORITY LIMITATIONS; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Sec. 5.04 of the Charter of the City of Brooksville, the City Council, may, by ordinance, decrease the amount of expenditure for which the city may obligate itself without competitive bids, bond, or approval of council;

**WHEREAS**, the City Council adopted Ordinance No. 824 on September 19, 2011, amending its Code of Ordinances to reduce the amount of expenditure provided for in Sec. 5.04 of the Charter;

**WHEREAS**, Sec. 2-304 of the Code of the City of Brooksville provides that the City Manager is authorized to approve purchases and expenditures in an amount set by resolution of the City Council; provided that the purchase or expenditure is in accordance with the provisions of Section 2-303; and

**WHEREAS**, the City Council desires to approval limits for purchases and expenditures.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA**, that:

**SECTION 1. CITY MANAGER EXPENDITURE AUTHORITY AND LIMITATIONS.** Unless otherwise expressly authorized in the City Code, the City Manager is authorized to approve purchases and expenditures in an amount less than \$20,000.

**SECTION 2. CHANGE ORDERS.** Pursuant to Section 2-304(d), the City Manager is authorized to approve change orders for (1) engineer and project time extension increases and decreases to contracts, (2) to approve quantity adjustments and to reposition funds within a project, provided the project contract amount is not exceeded, and (3) the City Manager is authorized to approve change orders for additional costs for unforeseen line items in a project contract, provided the project contract amount is not exceeded.

**SECTION 3. PURCHASING POLICY AMENDMENTS.** The Purchasing Policies of the City shall be amended to read as follows:

Requisitions/Purchase Orders:

1. Requisitions/purchase orders will be required for purchases in excess of \$2,000. This includes credit card purchases exceeding \$2,000.
2. Department Directors may accept written or oral competitive quotes for items costing \$2,001 up to and including \$6,000. Oral bids are required to be documented

in writing by City staff. At least (2) two quotations must be obtained, but three (3) are preferred, excluding purchases from state contracts, other government cooperative bids, and emergency purchases. The City Manager may approve purchase if it is sole source.

3. Department Directors may accept written competitive quotes for items costing \$6,001 up to and including \$10,000. Three (3) written quotations must be obtained, excluding purchases from state contracts, other government cooperative bids, and emergency purchases. The City Manager has the authority to waive the requirement for three (3) quotations, but two (2) must be obtained. The City Manager may approve purchase if it is sole source. The Sole Source Purchase must be documented by the Department Director.
4. Department Directors may accept written competitive quotes for items costing \$10,001 but less than \$20,000. Three (3) written quotations must be obtained, excluding purchases made from state contracts, other government cooperative bids, and emergency purchases. The City Manager has the authority to approve sole source purchases. The Sole Source Purchase must be publicly advertised in accordance with City Code and Florida Statutes.

Sealed bids utilizing the advertised sealed-bid process will be required for purchases of \$20,000 or more and award of such bids require City Council approval.

5. Emergency purchases are allowed without City Council approval that do not exceed \$50,000. Purchases that exceed \$50,000 require a special or regularly scheduled meeting of City Council and a roll-call majority of Council members.

**SECTION 4. CONFLICT.** Any resolution or policy of the City, or any portion thereof, in conflict with the provisions of this Resolution, is hereby repealed to the extent of such conflict.

**SECTION 5. SEVERABILITY.** In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
BROOKSVILLE, FLORIDA, THIS 19<sup>th</sup> DAY OF September, 2011.

CITY OF BROOKSVILLE

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

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

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

VOTE OF CITY COUNCIL  
Bernardini \_\_\_\_\_  
Bradburn \_\_\_\_\_  
Burnett \_\_\_\_\_  
Hohn \_\_\_\_\_  
Johnston \_\_\_\_\_

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



## AGENDA ITEM MEMORANDUM

**To:** Honorable Mayor and City Council Members  
**Via:** T. Jennene Norman-Vacha, City Manager *[Signature]*  
**From:** Janice L. Peters, CMC, City Clerk *[Signature]*  
**Subject:** Resolution No. 2011-10 FDOT Closure for Veteran's Appreciation Parade  
**Date:** September 19, 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 the parade from 10:00 – 11:00 a.m.

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.

Staff will need to submit a permit to the State of Florida FDOT, along with a Resolution, upon approval 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:** There is no budget impact associated with approval of this Resolution. *[Signature]*

*[Signature]* **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.

**STAFF RECOMMENDATION:** Staff recommends Council consideration for approval of Resolution No. 2011-10.

**ATTACHMENT:** Resolution No. 2011-10  
State of Florida Road Closure Permit

RESOLUTION NO 2011-10

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN ORANGE STREET AND MAGNOLIA AVENUE IN DOWNTOWN BROOKSVILLE ON SATURDAY, NOVEMBER 12, 2011; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City desires to promote businesses in and to bring visitors to the downtown area; and,

WHEREAS, the City desires to support the Annual Veteran's Appreciation Parade that brings visitors to the City and to the downtown area and to promote commerce in the downtown area; and,

WHEREAS, pursuant to the City of Brooksville Code of Ordinances, Section 74-1(b) and Section 74-165(a), the City Council may close streets for downtown events.

WHEREAS, the sponsoring organization for the parade has been approved for a right-of-way closure and use permit contingent upon submission of an appropriate certificate of liability insurance to indemnify the City in an amount appropriate for the event at least 30 days prior to the event.

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

SECTION 1. STREET CLOSURES. The City Council recognizes the closure of the following Brooksville roadway segments to street traffic is necessary for public safety during the downtown event; and the City Council authorizes the following closures from 9:30 a.m. to 12:00 p.m. on the date of the parade:

- Main Street, from Ft. Dade Avenue to Liberty Street
- Liberty Street, from Main to Magnolia Avenue
- Magnolia, from Liberty to Fort Dade
- Fort Dade, from Magnolia to Main
- South Brooksville Avenue, from Ft. Dade to Liberty

SECTION 2. CONFLICT. Any prior resolution or policy of the City inconsistent with the provisions of this resolution are hereby repealed to the extent of such inconsistency.

SECTION 3. SEVERABILITY. If any provision of this resolution or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications, and to this end, the provisions of this resolution are hereby declared severable.

SECTION 4. EFFECTIVE DATE. This resolution shall take effect immediately upon adoption by the City Council.

ADOPTED this 19<sup>th</sup> day of September, 2011.

CITY OF BROOKSVILLE

ATTEST: \_\_\_\_\_  
Janice L. Peters, City Clerk

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

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

VOTE OF CITY COUNCIL

- Bernardini \_\_\_\_\_
- Bradburn \_\_\_\_\_
- Burnett \_\_\_\_\_
- Hohn \_\_\_\_\_
- Johnston \_\_\_\_\_

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

**REQUEST FOR TEMPORARY CLOSING/SPECIAL USE OF STATE ROAD**

- Instructions: 1. Obtain signatures of local law enforcement and city/county officials.  
 2. This form must be submitted by the local governmental authority to FDOT to obtain written approval. Allow adequate time for the review.  
 3. Attach any necessary maps or supporting documents.

NAME OF ORGANIZATION N/A		PERSON IN CHARGE Anna Liisa Covell		DATE 09/19/11
ADDRESS OF ORGANIZATION 600 S. Main Street, Brooksville, FL 34601			TELEPHONE NUMBER 352/544-0680	
TITLE OF EVENT Veteran's Appreciation Parade				
DATE OF EVENT 11/12/11	STARTING TIME OF EVENT 10:00 a.m.	DURATION OF EVENT (APPROX.) 2 Hours	ACTUAL CLOSING TIME (INCLUDING SETTING UP BARRIERS, ETC ) 8:30 a.m.	
PROPOSED ROUTE (INCLUDE STATE ROAD NUMBER, SPECIFIC LOCATION, ETC - INCLUDE MAPS) Main Street from Ft. Dade Ave., to Liberty Street; Liberty from Main to Magnolia Avenue; Ft. Dade from Magnolia to Main.				
DETOUR ROUTE (INCLUDE ALTERNATE ROUTES - INCLUDE MAPS)				
NAME OF DEPT. RESPONSIBLE FOR TRAFFIC CONTROL, ETC (CITY POLICE, SHERIFF'S DEPT., FLORIDA HWY. PATROL, ETC ) (INCLUDE PRECINCT NO ) Public Works to close streets, Police Dept. to manage traffic control				
SPECIAL CONDITIONS				
THIS SECTION IS TO BE COMPLETED WHEN PERMITTING SPECIAL USE OF A STATE ROAD FOR FILMING				
LICENSED PYROTECHNICS OPERATOR _____ LICENSE NO. _____				
APPROVAL OF LOCAL FIRE DEPARTMENT _____				
LIABILITY INSURANCE CARRIER _____ POLICY EFFECTIVE DATE _____				
COVERAGE AMOUNT _____ (\$1,000,000 MINIMUM)				
LENGTH OF COVERAGE _____ DAYS				
FEDERAL AVIATION ADMINISTRATION APPROVAL FOR LOW FLYING FILMING _____				
ADDITIONAL LIABILITY INSURANCE AMOUNT _____ (\$5,000,000 MINIMUM)				
TYPED NAME AND TITLE (INCLUDE BADGE NO. IF APPROPRIATE) George Turner, Police Chief		SIGNATURE OF CHIEF OF LAW ENFORCEMENT AGENCY		DATE SIGNED
TYPED NAME AND TITLE OF CITY/COUNTY OFFICIAL Frankie Burnett, Mayor		SIGNATURE OF CITY/COUNTY OFFICIAL		DATE SIGNED

The Permittee, shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agents, employees, or subcontractors during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Permittee nor any of its subcontractors will be liable under this Article for damages arising out of the injury or damage to persons or property directly caused or resulting from the SOLE negligence of the Department or any of its officers, agents or employees.

Contractor's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate and associate with the Department in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be triggered by the Department's notice of claim for indemnification to Contractor. Contractor's inability to evaluate liability or its evaluation of liability shall not excuse Contractor's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after highest appeal is exhausted specifically finding the Department SOLELY negligent shall excuse performance of this provision by Contractor. Contractor shall pay all costs and fees related to this obligation and its enforcement by the Department. Department's failure to notify Contractor of a claim shall not release Contractor of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title, and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend and save harmless the State of Florida and the Department from and against any and all loss, damage, cost, or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.

During the event, all safety regulations of the Department shall be observed and the holder must take measures, including placing and display of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with the Federal Manual on Uniform Traffic Control Devices (MUTCD), as amended, and the Department's latest Roadway and Traffic Design Standards.

In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the Department.

Submitted by: \_\_\_\_\_  
Permittee

Place Corporate Seal

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Attested

Department of Transportation Approval: This Request is Hereby Approved

Recommended for approval \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

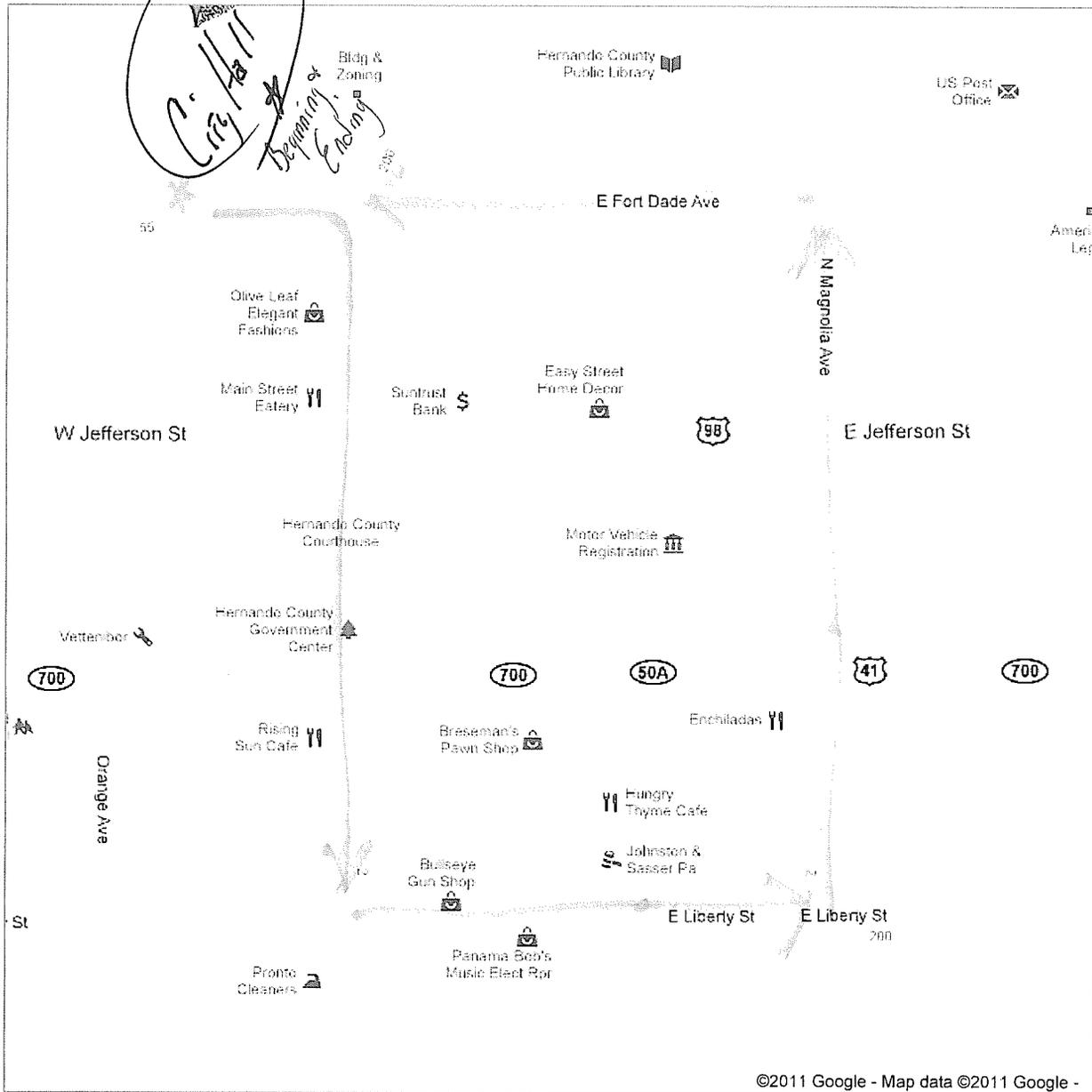
Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
District Secretary or Designee

DISTRIBUTION: Original – Permittee  
1<sup>st</sup> copy – District Maintenance Office  
2<sup>nd</sup> copy – Local Maintenance Engineer

Google maps

Address **201 Howell Ave**  
**Brooksville, FL 34601**

Notes Veterans Appreciation Parade  
November 12, 2011



 **Information on Hurricane Irene**  
 General maps related to the hurricane  
 Maps specific to the NYC area



**A G E N D A I T E M**  
**M E M O R A N D U M**

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

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

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

**SUBJECT: PROFESSIONAL CONSULTANT SERVICES AGREEMENT;  
AMENDING AND RESTATING ENGINEER OF RECORD  
CONTRACTS**

**DATE: SEPTEMBER 13, 2011**

**GENERAL SUMMARY/BACKGROUND:** On August 15, 2011, the City Council authorized staff to move forward with engaging Coastal Engineering Associates, Inc. , as Engineer of Record, for completion of the Water Reuse Facility and other Southern Hills Plantation project improvements.

Attached is a proposed Professional Consultant Agreement with Coastal Engineering Associates, Inc. which amends and restates those engineering service contracts Hampton Ridge Developers, LLC had with Coastal Engineering Associates, Inc. for the Water Reuse Facility and the Southern Hills Plantation project. The City is generally assuming the role of the now bankrupt developer.

The Agreement contemplates two task orders: one for the Water Reuse Facility and the other for the completion of outstanding improvements in the Southern Hills Plantation platted phases. Attached to the proposed Agreement is Task Order One for the Water Reuse Facility with a cost of \$184,000 which was previously approved by the City Council on August 15, 2011. Task Order Two will be negotiated with Coastal Engineering Associates once the City has received a engineering report and analysis from Greenpointe Communities, LLC as to the state of incomplete improvements and the estimated cost of completion. Once this report and analysis is received, the City Council may further prioritize projects and set budgets for the completion of the remaining improvements in Southern Hills Plantation.

**BUDGET IMPACT:** Funding for Task Order One has been approved in Fund No 401 Water and Wastewater Combined budget for FY 2010/2011 and 2011/2012 as allocated for this specific project.

**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.

*JCR*

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve the attached Professional Consultant Service Agreement and Task Order One.

**ATTACHMENTS:** Professional Consultant Agreement

**CITY OF BROOKSVILLE  
HERNANDO COUNTY, FLORIDA  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between CITY OF BROOKSVILLE, 201 Howell Ave., Brooksville, Florida, a municipality incorporated under the laws of the State of Florida, (hereinafter called the "City") and COASTAL ENGINEERING ASSOCIATES, INC., a Florida corporation, whose address is 966 Candlelight Boulevard, Brooksville, Florida 34601 (hereinafter called "CONSULTANT").

**RECITALS**

**WHEREAS**, the City Council of the City of Brooksville granted certain approvals to establish and authorize a planned development project, more commonly known as Southern Hills Plantation Planned Development Project (the SOUTHERN HILLS PLANTATION PROJECT);

**WHEREAS**, the City, Hampton Ridge Developers, LLC, LandMar Group, LLC, and LandMar Management, LLC entered into a development agreement, dated May 28, 2003, and titled *City of Brooksville Florida Development Agreement for Hampton Ridge Project* (the DEVELOPMENT AGREEMENT) which is recorded in the public record at Book 1855, Page 1059;

**WHEREAS**, the Development Agreement requires Hampton Ridge Developers, LLC, LandMar Group, LLC, and LandMar Management, LLC (collectively, the DEVELOPER) to provide various public facilities including potable water, sanitary sewer capacity and service, over-sizing of certain utility lines, transportation system requirements, reservation of property for a school, and other public facilities;

**WHEREAS**, the DEVELOPMENT AGREEMENT was subsequently amended by the *First Amendment to the City of Brooksville Florida Development Agreement for Hampton Ridge Project* (the FIRST AMENDMENT), dated October 18, 2004, and recorded in the public record at Book 1916 Page 1719, and by the *Second Amendment to the City of Brooksville Florida Development Agreement for Hampton Ridge Project* (the SECOND AMENDMENT), dated November 29, 2004, and recorded in the official public record at Book 1938, Page 1758 and by the *Third Amendment to the City of Brooksville, Florida Development Agreement for Hampton Ridge Project* (the THIRD AMENDMENT) dated May 5, 2008, and recorded in the official public record at Book 2565, Page 508;

**WHEREAS**, the City and Hampton Ridge Developers, LLC entered into that certain *Agreement Between the City of Brooksville and Hampton Ridge Developers, LLC to facilitate Cooperative Funding Provided by the Southwest Florida Water Management District for the Construction of Reclaimed Water Storage, Pumping, Transmission and Distribution Systems*, (the SUPPLEMENTAL AGREEMENT), dated May 17, 2004, and amended on July 12, 2005, which is recorded in the public record at Book 1870, Page 1517 to 1524;

**WHEREAS**, the City and Hampton Ridge Developers, LLC subsequently entered into the *Cobb Road WRF Agreement*, dated December 21, 2006, and recorded in the public record at Book

2404, Page 782 (the WRF AGREEMENT). The WRF AGREEMENT was subsequently amended and restated by the *Amended and Restated Cobb Road WRF Agreement* (the AMENDED WRF AGREEMENT), dated April 21, 2008, and recorded in the public record at Book 2569, Page 432;

**WHEREAS**, the City and the Southwest Florida Water Management District (the SWFWMD) entered into that certain *Cooperative Funding Agreement No. 04CON000079*, (the COOPERATIVE FUNDING AGREEMENT), dated June 1, 2004, as subsequently amended, for additional funding for the water reuse facility (the WRF PROJECT);

**WHEREAS**, eligibility for match grant funding under the COOPERATIVE FUNDING AGREEMENT requires substantial completion of the WRF PROJECT by April 2012;

**WHEREAS**, the City and Hampton Ridge Developers, LLC also entered into a *Utility Infrastructure Agreement* (the UIA), dated June 10, 2004, which is recorded in the public record at Book 1855, Page 1041;

**WHEREAS**, Hampton Ridge Developers, LLC and Coastal Engineering Associates, Inc., entered into an agreement titled *Service Contract Agreement Contract No. 4014* (COASTAL ENGINEERING CONTRACT NO. 4014) on November 8, 2004, for the design, permitting, and construction supervision for the WRF PROJECT, attached hereto with exhibits as Exhibit A;

**WHEREAS**, Hampton Ridge Developers, LLC and Coastal Engineering Associates, Inc., entered into an agreement titled *Service Contract Agreement Contract No. 4015* (COASTAL ENGINEERING CONTRACT NO. 4015) on June 17, 2004, for the design, permitting, and construction supervision of Southern Hills Boulevard, a collector road and US Highway 41 median cut, of the SOUTHERN HILLS PLANTATION PROJECT, attached hereto with exhibits as Exhibit B;

**WHEREAS**, Hampton Ridge Developers, LLC and Coastal Engineering Associates, Inc., entered into an agreement titled *Service Contract Agreement Contract No. 4088* (COASTAL ENGINEERING CONTRACT NO. 4088) on April 21, 2005 subsequent amendments to contract price, for the preliminary and final design, permitting, and construction supervision for Phase Two and Phase Two A of the SOUTHERN HILLS PLANTATION PROJECT, attached hereto as Exhibit C;

**WHEREAS**, Hampton Ridge Developers, LLC and Coastal Engineering Associates, Inc., entered into an agreement titled *Service Contract Agreement Contract No. 4089* (COASTAL ENGINEERING CONTRACT NO. 4089) on March 31, 2005, for the preliminary and final design, permitting, and construction supervision for Phase Three of the SOUTHERN HILLS PLANTATION PROJECT, attached hereto with exhibits as Exhibit D;

**WHEREAS**, Hampton Ridge Developers, LLC and Coastal Engineering Associates, Inc., entered into an agreement titled *Service Contract Agreement Contract No. 4166* (COASTAL ENGINEERING CONTRACT NO. 4166) on August 21, 2006, for the preliminary and final design, permitting, and construction supervision for Phase Three A of the SOUTHERN HILLS PLANTATION PROJECT, attached hereto with exhibits as Exhibit E;

**WHEREAS**, Coastal Engineering Contract Nos. 4014, 4015, 4088, 4089, and 4166 (collectively the COASTAL ENGINEERING CONTRACTS) establish Coastal Engineering Associates, Inc. as the Engineer of Record for the WRF PROJECT and the SOUTHERN HILLS PLANTATION PROJECT;

**WHEREAS**, the DEVELOPMENT AGREEMENT, the SUPPLEMENTAL AGREEMENT, the WRF AGREEMENT, the AMENDED WRF AGREEMENT, the COOPERATIVE FUNDING AGREEMENT and the UIA are collectively referred to as the Project Agreements (the PROJECT AGREEMENTS);

**WHEREAS**, on June 10, 2009, the DEVELOPER and their affiliated companies (the LANDMAR DEBTORS) filed for protection under Chapter 11 of the U.S. Bankruptcy Code in Austin, Texas (the BANKRUPTCY COURT) in a case styled In re Crescent Resources, LLC, et. al Case No. 09-11507 (the BANKRUPTCY CASE);

**WHEREAS**, as of the commencement date of the bankruptcy petition, June 10, 2009, an automatic stay from enforcement against the LANDMAR DEBTORS or property of their estate was imposed by Sec. 362 of the U.S. Bankruptcy Code; thereby preventing the City from taking any action against the LANDMAR DEBTORS until the stay was lifted;

**WHEREAS**, the LANDMAR DEBTORS have filed a plan of reorganization and have sought permission from the BANKRUPTCY COURT to assume portions of the PROJECT AGREEMENTS, and to reject portions of the PROJECT AGREEMENTS;

**WHEREAS**, the LANDMAR DEBTORS assigned selected assumed portions of the PROJECT AGREEMENTS to GreenPointe Communities, LLC (GREENPOINTE) and GREENPOINTE has rejected any assumption of obligations for water reuse or wastewater treatment plant expansion under the DEVELOPMENT AGREEMENT, SUPPLEMENTAL AGREEMENT and the AMENDED WRF AGREEMENT;

**WHEREAS**, prior to February 23, 2011, the LANDMAR DEBTORS rejected any further obligations under the PROJECT AGREEMENTS, including the AMENDED WRF AGREEMENT;

**WHEREAS**, the Confirmation Order of the Bankruptcy Court in the BANKRUPTCY CASE deemed the PROJECT AGREEMENTS to be rejected, as of February 23, 2011;

**WHEREAS**, the City filed suit to collect on various performance bonds, and subsequently, the City entered into a settlement agreement with Chubb Group Insurance Companies/Federal Insurance Company to resolve the performance bond claim;

**WHEREAS**, Coastal Engineering Associates, Inc. has partially performed its obligations under the COASTAL ENGINEERING CONTRACTS with the LANDMAR DEBTORS and has completed certain design plans and specifications for the WRF PROJECT and construction plans for the SOUTHERN HILLS PLANTATION PROJECT;

**WHEREAS**, in light of the LANDMAR DEBTORS rejection of its obligations under the Project AGREEMENTS and the COASTAL ENGINEERING CONTRACTS, and given the time constraints for maximizing use of available grant funds under the COOPERATIVE FUNDING AGREEMENT, the City

deems it in the best interest of the health, safety and welfare of the public to assume the place of the DEVELOPER with respect to the COASTAL ENGINEERING CONTRACTS, subject to the limitations set forth in this PROFESSIONAL CONSULTANT SERVICES AGREEMENT;

**WHEREAS**, the City and Coastal Engineering Associates, Inc. have agreed to amend, restate and replace the prior COASTAL ENGINEERING CONTRACTS in their entirety with this PROFESSIONAL CONSULTANT SERVICES AGREEMENT, and the terms of this PROFESSIONAL CONSULTANT SERVICES AGREEMENT shall supersede and replace the COASTAL ENGINEERING CONTRACTS in their entirety.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the sufficiency and receipt of which is acknowledged by the parties, the parties hereby agree as follows:

**SECTION 1. RECITALS; EXHIBITS.** Each of the foregoing recitals is true and complete and, together with all exhibits attached hereto, are hereby incorporated into this Agreement by this reference as if fully set forth herein. Reference herein to this PROFESSIONAL SERVICES AGREEMENT shall be considered to include any supplement thereto. Reference herein to City Manager shall mean the City Manager or her designee.

**SECTION 2. SCOPE OF SERVICES.** The City does hereby retain Coastal Engineering Associates, Inc. ("CONSULTANT") as Engineer of Record to furnish certain services in connection with:

- a. Cobb Road Water Reclamation Facility Upgrade, Phase One, to provide for water reuse capacity ("WRF Project Component"); and,
- b. Completion of outstanding improvements for the platted phases of the SOUTHERN HILLS PLANTATION PROJECT (the "PLATTED PHASE PROJECT COMPONENTS").

**SECTION 3. REJECTION OF PRIOR LIABILITIES.** The CITY hereby rejects any and all liability of the DEVELOPER and LANDMAR DEBTORS to Coastal Engineering Associates., Inc., or other third party, accrued under or related to the COASTAL ENGINEERING CONTRACTS, that arose at any time prior to the approval and execution of this PROFESSIONAL SERVICES AGREEMENT.

**SECTION 4. SCOPE OF WORK/TASK ORDERS.** CONSULTANT and CITY mutually agree to furnish, each to the other, the respective services, information and terms as described with specificity in task orders negotiated by the parties based on project descriptions and scope of work ("PROJECT COMPONENT TASK ORDERS") prepared by the City. Before any additions or deletions to the PROJECT COMPONENT TASK ORDERS and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written Agreement covering such modification(s) and the compensation to be paid therefore. PROJECT COMPONENT TASK ORDERS for the WRF PROJECT COMPONENT is attached hereto as Exhibit F, and incorporated herein by this reference. PROJECT COMPONENT TASK ORDERS for the PLATTED PHASE PROJECT COMPONENTS will be negotiated with CONSULTANT upon completion of and receipt by the CITY from GREENPOINTE a report and analysis including the state of incomplete improvements in the PLATTED PHASES and the costs to complete those improvements.

**SECTION 5.** The services indicated in PROJECT COMPONENT TASK ORDERS to be rendered by CONSULTANT shall be commenced, subsequent to the execution of this PROFESSIONAL SERVICES AGREEMENT, upon written notice from the City Manager, and shall conclude with the completion of construction certification of the proposed improvements.

**SECTION 6.** The CITY will be entitled at all times to be advised, at its request, as to the status of work being done by CONSULTANT and of the details thereof. Coordination shall be maintained by CONSULTANT with representatives of the CITY. Either party to this PROFESSIONAL SERVICES AGREEMENT may request and be granted a conference.

**SECTION 7.** It shall be the responsibility of the CITY and CONSULTANT to ensure at all times that sufficient time remains within which to complete all services on the Projects. In the event there are any delays in the progress of the project schedule, on either the part of the CITY or CONSULTANT, both agree to work to mutually resolve the project issues.

**SECTION 8.** CONSULTANT shall maintain an adequate and competent professional staff within the State of Florida and may associate with it specialists, for the purpose of its services hereunder, without additional cost to the CITY. If the CONSULTANT desires to utilize other specialists, CONSULTANT is responsible for satisfactory completion of all such subcontract(s), and may not assign or transfer work under this Agreement to other specialists or CONSULTANT unless approved in writing by the City Manager. It is agreed that only SUBCONSULTANTS which have been approved by the City Manager as a SUBCONSULTANT will be used by CONSULTANT. It is also agreed that the CITY will not, except for services so designated herein, or as may be approved by the CITY, if applicable, permit or authorize CONSULTANT to perform less than the total contract work with other than its own organization.

**SECTION 9.** All final documents and other data prepared by CONSULTANT will bear the endorsement of a person in the full employ of CONSULTANT and duly registered in the appropriate professional category. After the CITY 's acceptance of final documents, an electronic formatted copy will be provided to the CITY. CONSULTANT shall not be liable for use by the CITY of said documents or other data for any purpose other than stated by the terms of this Agreement.

**SECTION 10.** All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this PROFESSIONAL SERVICES AGREEMENT shall be considered instruments of service works; and reproducible copies shall be made available, upon request, at direct printing costs, to the CITY at any time during the period of this Agreement. The CITY will have the right to visit the site for inspection of the work of CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be the address of firm. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request of the CITY at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the CITY upon request at direct printing cost. Records of costs incurred includes CONSULTANT project accounting records, together with supporting documents and records of CONSULTANT and all SUBCONSULTANT performing work on the project, and all other records of CONSULTANT and SUB CONSULTANT considered necessary by the CITY for a

proper audit of project costs. Whenever travel costs are included in PROJECT COMPONENT TASK ORDERS, the provisions of Section 112.061, Florida Statutes, shall govern as to reimbursable costs. CONSULTANT shall furnish to the CITY at direct printing costs all final documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by CONSULTANT in conjunction with this project. Failure by CONSULTANT to provide such records shall be grounds for immediate unilateral cancellation of this Agreement by the CITY.

**SECTION 11.** CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate based on any protected class by law to include race, color, religion, sex, national origin, disability, or ethnicity in the performance of work under this Agreement.

**SECTION 12.** The CITY agrees to pay CONSULTANT compensation as detailed in PROJECT COMPONENT TASK ORDERS, attached hereto and made a part hereof. Fees for compensation of additional services or expenses shall be submitted to the CITY in detail sufficient for a proper pre-audit and post-audit thereof and shall be approved in writing by the CITY in advance of the services being performed.

**SECTION 13.** CONSULTANT is employed to render a professional service only and that payments made to CONSULTANT are compensation solely for such services rendered and recommendations made in carrying out the work. CONSULTANT shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles. In performing construction phase services, CONSULTANT may be requested to act as agent of CITY. CONSULTANT'S review or supervision of work prepared or performed by other individuals or firms employed by the CITY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

**SECTION 14.** The CITY may terminate this Agreement in whole or in part at any time the interest of the CITY requires such termination.

- a) If the CITY reasonably determines that the performance of CONSULTANT is not satisfactory, the CITY shall have the option of:
  - 1) immediately terminating the Agreement and paying CONSULTANT for work satisfactorily performed hereunder through the date of termination;
  - 2) notify CONSULTANT of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and CONSULTANT shall be paid for work satisfactorily completed to such specified date.
  
- b) If the CITY requires termination of the Agreement for reasons other than unsatisfactory performance of CONSULTANT, the CITY shall notify CONSULTANT of such termination and specify the state of work at which time the Agreement is to be terminated, and CONSULTANT shall be entitled to receive

payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.

- c) If the Agreement is terminated before performance is completed, CONSULTANT shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the estimated contract price.

**SECTION 15.** Adjustment of compensation and term of Agreement because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the CITY and supplemental PROJECT COMPONENT TASK ORDERS of such a nature as required may be entered into by the parties in accordance herewith.

**SECTION 16.** The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Agreement. Time shall be of the essence of this Agreement. In this Agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement. The parties agree that this Agreement is consummated and entered into in Hernando County, Florida.

**SECTION 17. INSURANCE.** CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$500,000. Proof of insurance shall be provided to the CITY upon execution of this Agreement and the CITY shall be named as additionally insured. CONSULTANT will also cause professional associates and CONSULTANT'S retained by CONSULTANT for the Projects to procure and maintain comparable professional liability insurance coverage. Before commencing the work, CONSULTANT shall furnish the CITY a certificate(s) showing compliance with this paragraph. Said policy shall show CITY as additionally insured and reference project name. Said certificate(s) shall provide that policy(s) shall not be changed or canceled until 30 days prior written notice has been given to the CITY.

**SECTION 18.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach of violation of this paragraph, the CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee,

commission, percentage, gift or consideration.

**SECTION 19.** CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the CITY and securing its consent in writing. CONSULTANT also agrees that it shall not publish, copyright or patent any of the site specific data furnished in compliance with this Agreement; it being understood that, under Section 10 hereof, such data or information is the property of the CITY. This does not include materials previously or concurrently developed by CONSULTANT for "In House" use. Only data generated by CONSULTANT for work under this Agreement shall be the property of the CITY.

**SECTION 20.** It is mutually agreed and understood that the following provisions shall be applicable to this Agreement if the compensation to be paid to CONSULTANT shall exceed amount as indicated in the PROJECT COMPONENT TASK ORDERS. CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in the PROJECT COMPONENT TASK ORDERS supporting the compensation provided in the PROJECT COMPONENT TASK ORDERS are accurate, complete and current as of the date of this Agreement. It is further agreed that said contract price provided in the PROJECT COMPONENT TASK ORDERS hereof shall be adjusted to include or exclude any significant sums where the CITY or CONSULTANT shall determine the contract price was increased or decreased due to inaccurate, incomplete or non-current wage rates and other factual unit costs for contracted work completed. All such contract adjustment shall be made within one (1) year following the end of the Agreement. For purposes of this contract, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the CITY, whichever is later.

**SECTION 21.** Standards of Conduct - Conflict of Interest - CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be referenced and be made a part of this Agreement as though set forth in full. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**SECTION 22.** The CITY reserves the right to suspend, cancel or terminate the Agreement in the event one of CONSULTANT'S Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by CONSULTANT for or on behalf of the CITY under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the CITY in conformity with the provisions of Section 10 hereof. CONSULTANT

shall be compensated for its services rendered up to the time of any such termination. The CITY also reserves the right to terminate or cancel this Agreement in the event CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The CITY further reserves the right to suspend the qualifications of CONSULTANT to do business with the CITY upon any such indictment or direct information or bankruptcy proceeding. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the CITY Manager.

**SECTION 23.** CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CITY, its officers, directors and employees (collectively, CITY) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its SUBCONSULTANTS or anyone for whom the CONSULTANT is legally liable. The CITY agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and SUBCONSULTANTS (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CITY's negligent acts in connection with the Project and the acts of its contractors, subcontractors or CONSULTANTS or anyone for whom the CITY is legally liable. Neither the CITY nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**SECTION 24.** All notices, demands, and other writings required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the United States Mail, postage pre-paid, and addressed to the parties at the addresses noted in the Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature. Any notice or disclosures required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

**COASTAL ENGINEERING  
ASSOCIATES, INC.**  
966 Candlelight Boulevard  
Brooksville, Florida 34601

**CITY OF BROOKSVILLE**  
T. Jennene Norman-Vacha  
City Manager  
201 Howell Avenue  
Brooksville, Florida 34601

*With a Copy to:*  
The Hogan Law Firm, LLC.  
20 S. Broad Street  
Brooksville, Florida 34601

**SECTION 25.** The CITY reserves the privilege of auditing a vendor's records, by a representative of the CITY, as such records relate to purchases between the CITY and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract. The CITY further reserves the right to reproduce any of the aforementioned documents pertaining to the work under contract.

**SECTION 26.** All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida and jurisdiction is hereby agreed by the parties to be solely and exclusively in Hernando County, Florida. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, solely and exclusively in state court of competent jurisdiction located in Hernando County, Florida; and if either party elects to bring such action in Hernando County, Florida, the parties waive any and all rights to have this action brought in any place other than Hernando County, Florida, under applicable venue laws. The parties hereby agree that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.

**SECTION 27.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

**SECTION 28.** If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then the party prevailing in that action shall be entitled to recover its costs and fees in that action, the costs and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered herein.

**SECTION 29.** All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

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

(SEAL)

CITY OF BROOKSVILLE  
HERNANDO COUNTY, FLORIDA

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

\_\_\_\_\_  
Frankie Burnett, Mayor

Approved as to form for reliance  
by the City only:

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

(SEAL)

COASTAL ENGINEERING ASSOCIATES,  
INC.

\_\_\_\_\_  
Clifford E. Manuel, Jr., President

List of Exhibits to the  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

EXHIBIT A – COASTAL ENGINEERING CONTRACT NO. 4014

EXHIBIT B – COASTAL ENGINEERING CONTRACT NO. 4015

EXHIBIT C – COASTAL ENGINEERING CONTRACT NO. 4088

EXHIBIT D – COASTAL ENGINEERING CONTRACT NO. 4089

EXHIBIT E – COASTAL ENGINEERING CONTRACT NO. 4166

EXHIBIT F – WRF PROJECT COMPONENT TASK ORDER

EXHIBIT G – PLATTED PHASE PROJECT COMPONENTS TASK ORDERS (TO BE SUBSEQUENTLY  
NEGOTIATED)

# Exhibit A

CEA # 4412

CONTRACT NUMBER: 4014

**SERVICE CONTRACT AGREEMENT**

THIS AGREEMENT made this 8 day of November, 2004 by and between Hampton Ridge Developers, LLC whose principal office is located 2202 North West Shore Blvd Suite 125 Tampa, Florida 33607-5776 hereinafter referred to as OWNER, and Coastal Engineering Assoc., Inc., whose principal office is located at 966 Candlelight Blvd, Brooksville, Florida 34601, hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS OWNER WISHES VENDOR to provide Wastewater Treatment Plant preliminary/final design, permitting and construction supervision as per Exhibit "B" revised 11.4.04

WHEREAS VENDOR agrees to provide certain services in conjunction with said project.

NOW THEREFORE, in consideration of the Agreement hereinafter set forth, the parties hereto mutually agree to the following:

(1) VENDOR shall provide the following services:

SEE EXHIBIT "A"

- (2) VENDOR shall provide and pay for all materials and labor necessary to fully complete the service described in Paragraph 1 hereof.
- (3) ALL work described in Paragraph 1 hereof shall be performed as per owner's direction.
- (4) The service described in Paragraph 1 hereof shall commence on or before November 8, 2004 AND BE COMPLETED ON OR BEFORE April 1, 2008.
- (5) The total fee to be paid to the VENDOR for described services under this agreement shall NOT EXCEED Four Hundred Fifty Thousand Five Hundred Dollars (\$450,500.00)
- (6) Fee payments shall be as follows: Hourly not to exceed Exhibit "B" prices.

Monthly invoice must be submitted by the 25th of the month for payment by the 20th of the following month.

- (7) Associated costs and expenses shall be as follows:
- ASSOCIATED COST ESTIMATES: Hourly not to exceed Exhibit "B" prices.
- (8) Disbursement of funds under this contract shall be subject to any and all conditions of the Owner and will be made in the following manner:
- (a) VENDOR shall present disbursement requests for services rendered in accordance with Paragraph 6 and no later than the 25th of the month. Payment will be made to the VENDOR by the 20th of the following month.
  - (b) The disbursement request shall be accompanied by a detailed breakdown of the amount requested in the format set forth on the Payment Schedule defining the value of service attached hereto as Exhibit "A". The Schedule shall allocate the total fee among the various portions of the service to be provided hereunder and shall contain an itemization of the value of services. Each disbursement request shall indicate of percentage of completion of each portion of the services at the end of the period for which payment is requested.
  - (c) OWNER shall make progress payments based on the payment schedule defining the value of services attached hereto as Exhibit "B".
- (9) VENDOR agrees to commence the work on the date noted in Paragraph 4 of this Agreement and to diligently and continuously prosecute such work and coordinate the work with other activities the OWNER may have in progress.
- (10) Time is of the essence in this agreement and any breach of same by the VENDOR shall go to the essence thereof, AND VENDOR, agreeing to complete the work within the time hereinabove mentioned, has taken into consideration and made allowances for all the hindrances and delays incident to his work.
- (11) No alterations shall be made in the service as shown or described herein, except on the written authorization of the OWNER, and when so made, the value of the service added or deducted and any extension or deduction from the time of completion necessitated thereby shall be computed by the VENDOR. The VENDOR shall have no claim for added services, fees or time extension including without limitation, claims for impact damages or costs due to delay, unless such service, fees or time extension is approved in writing, by the OWNER. Any attempted reservation by the VENDOR of a right subsequently to claim any amount, change in service or time extension not stated on the face of a written and approved change order by the OWNER shall be null and void.
- (12) The VENDOR will carry the following types of insurance in the limits specified with the following entities identified as additional insured to include:

HAMPTON RIDGE DEVELOPERS, LLC

<u>INSURANCE</u>	<u>LIMITS</u>
COMPREHENSIVE GENERAL LIABILITY	\$ 500,000
AUTOMOBILE LIABILITY	500,000
EXCESS LIABILITY	1,000,000
WORKMEN'S COMPENSATION	
EACH ACCIDENT	100,000
DISEASE/POLICY LIMIT	500,000
DISEASE/EACH EMPLOYEE	100,000

If the VENDOR does not carry Workmen's Compensation Insurance, Owner may immediately cancel this Contract or, at its option and in its sole discretion provide such coverage under OWNER's policy until VENDOR obtains such coverage. All costs of said coverage shall be paid by VENDOR to OWNER. If Contractor shall fail to reimburse OWNER for the cost of the aforementioned coverage within three (3) days from the time OWNER notifies Contractor of the charge for such coverage, OWNER may reimburse itself from any funds thereafter due to Contractor from Owner. VENDOR shall provide OWNER with a Certificate of all Insurance specified above prior to the date for the commencement of work specified in Paragraph 4 of this Agreement and such certificate shall contain a provision requiring thirty (30) days notice to OWNER prior to any cancellation or modification hereof.

- (13) VENDOR shall give all notices and comply with all laws, ordinances, rules and regulations and orders of any public authority bearing on the performance of the service.
- (14) Any deficiencies in the service as a direct result of the VENDOR'S negligence, shall be corrected at the expense of the VENDOR. Payments otherwise due may be withheld by OWNER on account of service deficiencies not remedied by the VENDOR. VENDOR will promptly reimburse OWNER for all damages, if any, resulting from any negligent and uncorrected services. OWNER'S approval, acceptance or use of or payment for any negligently performed services shall not alter VENDOR'S obligation hereunder.
- (15) Should the VENDOR fail in any respects to provide the service with promptness and diligence, or fail in the performance of any agreement on his part herein contained, the OWNER shall have the right to cancel this Agreement after 48 hours written notice to the VENDOR. In the event of contract cancellation, the VENDOR shall be paid for those services provided under this agreement found acceptable by the OWNER and in accordance with the payment schedule defining the value of service herein set forth on Exhibit A attached hereto and OWNER shall not be required to pay VENDOR any "profit" or otherwise compensate VENDOR for any amounts in excess of the amount due VENDOR as determined in accordance with the attached schedule. No payment shall be required by the Owner for omitted or deficient services by the VENDOR upon contract cancellation. VENDOR shall reimburse OWNER for reasonable attorney's fees incurred by reason of VENDOR'S failure to perform its obligations under this Agreement.
- (16) The OWNER has designated James Harvey to act as OWNER'S representative regarding the administration of this Agreement and is hereby authorized by OWNER to direct the activities of VENDOR so defined in this Agreement. VENDOR agrees to recognize said OWNER'S representative and convey all OWNER/VENDOR communications through him.
- (17) VENDOR shall not let, assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of the OWNER.
- (18) VENDOR hereby indemnifies and holds OWNER harmless from against any claims, damages, liens, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the VENDOR'S subcontractor's materialmen or otherwise canceled of record within ten (10) days of the date thereof, at no expense to OWNER and VENDOR shall indemnify and hold OWNER harmless from any costs or expenses incurred by OWNER in connection therewith, including reasonable attorney's fees.

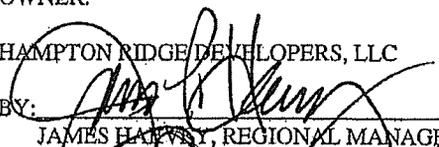
- (19) VENDOR hereby assigns to OWNER any and all claims against third parties for damages incurred by OWNER which arise in connection with VENDOR'S performance of this Agreement.
- (20) All negotiations and agreements prior to the date of this Agreement not included in this Agreement are hereby voided.
- (21) In the event of conflict of terms as may appear between the VENDOR'S proposal and the Agreements set forth herein by the OWNER the OWNER'S requirements shall prevail.
- (22) Upon forty-eight (48) hours notice to VENDOR, VENDOR shall give OWNER free access to and allow OWNER to inspect all of VENDOR'S financial records, including but not limited to all accounts payable and receivable, balance sheets, income statements, tax returns or other documents relating to VENDOR'S financial condition.
- (23) Special Stipulations:

PLEASE REFERENCE CONTRACT #4014 IN ALL BILLING AND CORRESPONDENCE IN CONJUNCTION WITH THIS AGREEMENT.

- (24) This Agreement shall be construed with and governed by the laws of the State of Florida.

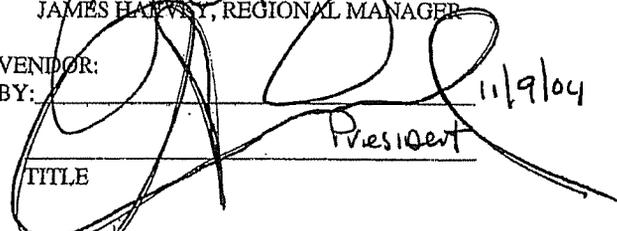
OWNER:

HAMPTON RIDGE DEVELOPERS, LLC

BY: 

JAMES HARVEY, REGIONAL MANAGER

VENDOR:

BY: 

11/9/04

President

TITLE

EXHIBIT "A"  
TO  
SERVICE CONTRACT AGREEMENT  
BETWEEN  
HAMPTON RIDGE DEVELOPERS, LLC. - OWNER, AND  
COASTAL ENGINEERING ASSOC., INC. - VENDOR

<u>JOB</u>	<u>TASK #</u>	<u>PHASE #</u>	<u>CONTRACT AMOUNT</u>
Wastewater Treatment Plant	2700-19	All	\$440,500.00
Reimbursables	2700-19	All	\$10,000.00
<b>TOTAL</b>			<b>\$450,500.00</b>

## Exhibit B

### CEA # 04412 – Wastewater Treatment Plant, Cobb Road Expansion.

#### I. Scope of Work:

##### A. Survey Services/Geotechnical Coordination

1. Provide surveying services as required in support of design.
2. Coordinate with the geotechnical services consultant in the provision of required geotechnical analysis. (services paid directly by Client)

##### B. Design and Permitting

1. Coordinate with City officials with regards to the location of the wastewater treatment plant.
2. Prepare structural, electrical, mechanical and civil engineering plans and specifications for a City approved expansion of the Cobb Road wastewater treatment plant, with a capacity of 3.0 MGD. Plans will include the potential of an interim expansion to 2.1 MGD to facilitate phase capacity if required by the city and/or FDEP.
3. Prepare and submit permit applications to FDEP, FDOT, SWFWMD and Hernando County as necessary to secure approvals for wastewater treatment plant and associated force mains.
4. Coordinate with City of Brooksville, FDEP, FDOT, SWFWMD and Hernando County officials as needed to assist in the processing of the permits.

##### C. Bid Phase

1. Consult with client and city to determine bid procedure, requirements and schedule.
2. Attend pre-bid conferences
3. Provide written responses and clarifications to bidders
4. Attend bid opening, evaluate bids and recommendation forward
5. Assemble contract documents for execution

##### D. Field Observation

1. Provide field services, including: construction observation during construction for site improvements to certify substantial compliance with the approved plans and specifications to applicable regulatory agencies; attend weekly progress meetings; clarifications and interpretations of plans and specifications; review of site civil shop drawings for consistency with plans prepared by Coastal Engineering; review pay applications and change orders; and preparation and submittal of as-built certifications to regulatory agencies associated with Coastal provided plans.
2. Prepare operation & maintenance manual for process equipment as required by FDEP

#### II. Reimbursables:

The following direct expenses of Consultant will be reimbursed by Client at actual costs or in accordance with the Coastal Engineering reimbursables schedule.

1. Blueprints and/or reproducible.
2. Outside printing services (including SWFWMD aerials, County aerials).
3. Special postage (Federal Express, FAX) when requested or required.

4. Long distance telephone service.
5. County fees and regulatory agency fees (application fees, recording fees, public notice fees, review fees, etc.)

NOTE: This Contract Authorization replaces Coastal Project # 01115-6B which was billed thirty-nine percent complete (\$95,550.00) prior to closing. Coastal completed the preliminary engineering and plant siting of the Broad Street facility under this project number. A copy of the FDEP report and related documentation has been provided to the client for your reference and file.

Anticipated Completion Date: January 2007

Summary of Fees

COASTAL will be paid the following fees:

I. Scope of Work

A. Survey Services/Geotechnical Coordination	\$ 25,000.00	
B. Design and Permitting	\$275,000.00	- \$245,000 (less than 8%)
<i>Bigger Plant + More Force Main</i>		
C. Bid Phase	\$ 15,500.00	
D. Field Observation	<u>\$125,000.00</u>	
TOTAL	\$440,500.00	

II. Reimbursables... As per Reimbursable Schedule up to \$ 10,000.00 without further written authorization.

AUTHORIZED:

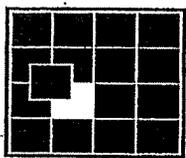
BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

OLD Plant → 8.8% Design  
 New Plant → 5.8% Design

Project 04412-03  
C.O. #1



LandMar  
GROUP, LLC

*See attached  
Submittal form*

2202 North West Shore Blvd. Suite 125 Tampa, FL 33601 (813) 207-0138 (813) 207-0139 Fax

To: Coastal Engineering Associates, Inc.	Number: 1
Job Name/ Location: Wastewater Treatment Plant	
Existing Contract Number: #4014	
Date of Existing Contract: November 8, 2004	
Phone (Contractor): (352) 796-9423	
Date: April 29, 2005	

*Per Tom, bill  
client knowledge  
for subs with CEA  
Billing rate.*

We hereby authorize the change (s) specified below:

Provide design & permitting, bid phase & field review services, and survey services for Cobb Road WRF expansion as described in original contract and pursuant to final determination of design criteria and requirements.

**NOTE: This Change Order becomes part of and in conformance with the existing contract.**

WE AUTHORIZE CONTRACTOR TO MAKE CHANGE (S)  
Specified above at this price..... **\$77,500.00**

Authorization Signature (Owner)	Previous Contract Amount: <b>\$450,500.00</b>
<i>[Signature]</i>	Revised Contract Amount: <b>\$528,000.00</b>

ACCEPTED- The above prices and specification of this Change Order are Satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.

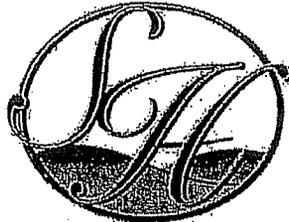
Date of Acceptance:

Signature of Contractor: *[Signature]* 5/4/05

ELMA

CO # 2

0442-10



19850 Southern Hills Boulevard Brooksville, FL (352) 799-9898 (352) 799-9897 Fax

To: Coastal Engineering Associates, Inc Number: 2

Job Name/ Location: COB WRF Expansion Contract Renegotiation Assistance

Existing Contract Number: # 4014

Date of Existing Contract: November 8, 2004

Phone (Contractor): 352-796-9423

Date: October 25, 2007

We hereby authorize the change (s) specified below:

JOB	EXTRA	TASK #	DESCRIPTION	PHASE #	CHANGE ORDER AMOUNT
050-008	2701	2-027-02	COB WRF Expansion		\$ 12,500.00
<del>050-008</del>					
<b>TOTAL</b>					<b>\$ 12,500.00</b>

NOTE: This Change Order becomes part of and in conformance with the existing contract. Reference (8)(b)

WE AUTHORIZE CONTRACTOR TO MAKE CHANGE (S)  
 Specified above at this price..... \$ 12,500.00  
 Total Change Orders To Date..... \$ 90,000.00

Authorization Signature (Owner)

Previous Contract Amount: \$ 528,000.00

Revised Contract Amount: \$ 540,500.00

ACCEPTED- The above prices and specification of this Change Order are Satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.  
 Date of Acceptance:

Signature of Contractor:

Date: 10/26/07

ELMA



04412-10  
CO # 3

19850 Southern Hills Boulevard, Brooksville, FL (352) 799-9898 (352) 799-9897 Fax

To: Coastal Engineering Associates, Inc. Number: 3  
 Job Name/ Location: COB WRF Expansion/Contract Renegotiation Assistance  
 Existing Contract Number: # 4014  
 Date of Existing Contract: November 8, 2004  
 Phone (Contractor): 352-796-9423  
 Date: May 28, 2008

We hereby authorize the change (s) specified below:

JOB	EXTRA	TASK #	DESCRIPTION	PHASE #	CHANGE ORDER AMOUNT
050-008	2701	2-027-02	COB WRF Delay		\$ 2,828.75
050-008					
050-008					
050-008					
050-008					
TOTAL					\$ 2,828.75

NOTE: This Change Order becomes part of and in conformance with the existing contract.

WE AUTHORIZE CONTRACTOR TO MAKE CHANGE (S)  
 Specified above at this price.....\$ 2,828.75  
 Total Change Orders To Date.....\$ 92,828.75

Authorization Signature (Owner) *[Signature]* 5/29/08  
 Previous Contract Amount: \$ 540,500.00  
 Revised Contract Amount: \$ 542,828.75 543,328.75

ACCEPTED- The above prices and specification of this Change Order are Satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.  
Date of Acceptance:

Signature of Contractor: *[Signature]* Date: 4/3/08

# Exhibit B

CEA# 04413-03

CONTRACT NUMBER: 4015

**SERVICE CONTRACT AGREEMENT**

THIS AGREEMENT made this 17 day of June, 2004 by and between Hampton Ridge Developers, LLC whose principal office is located 2202 North West Shore Blvd Suite 125 Tampa, Florida 33607-5776 hereinafter referred to as OWNER, and Coastal Engineering Assoc., Inc., whose principal office is located at 966 Candlelight Blvd. Brooksville, Florida 34601, hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS OWNER WISHES VENDOR to provide E-W Boulevard Collector Road & US 41 Median Cut as per Exhibit "B"

WHEREAS VENDOR agrees to provide certain services in conjunction with said project.

NOW THEREFORE, in consideration of the Agreement hereinafter set forth, the parties hereto mutually agree to the following:

(1) VENDOR shall provide the following services:

SEE EXHIBIT "A"

(2) VENDOR shall provide and pay for all materials and labor necessary to fully complete the service described in Paragraph 1 hereof.

(3) ALL work described in Paragraph I hereof shall be performed as per owner's direction.

(4) The service described in Paragraph 1 hereof shall commence on or before June 17, 2004 AND BE COMPLETED ON OR BEFORE June 16, 2005.

(5) The total fee to be paid to the VENDOR for described services under this agreement shall NOT EXCEED Seventy Seven Thousand Dollars (77,000.00)

(6) Fee payments shall be as follows: Hourly not to exceed Exhibit "B" prices.

Monthly invoice must be submitted by the 25th of the month for payment by the 20th of the following month.

- (7) Associated costs and expenses shall be as follows:
- ASSOCIATED COST ESTIMATES: Hourly not to exceed Exhibit "B" prices.
- (8) Disbursement of funds under this contract shall be subject to any and all conditions of the Owner and will be made in the following manner:
- (a) VENDOR shall present disbursement requests for services rendered in accordance with Paragraph 6 and no later than the 25th of the month. Payment will be made to the VENDOR by the 20th of the following month.
  - (b) The disbursement request shall be accompanied by a detailed breakdown of the amount requested in the format set forth on the Payment Schedule defining the value of service attached hereto as Exhibit "A". The Schedule shall allocate the total fee among the various portions of the service to be provided hereunder and shall contain an itemization of the value of services. Each disbursement request shall indicate of percentage of completion of each portion of the services at the end of the period for which payment is requested.
  - (c) OWNER shall make progress payments based on the payment schedule defining the value of services attached hereto as Exhibit "B".
- (9) VENDOR agrees to commence the work on the date noted in Paragraph 4 of this Agreement and to diligently and continuously prosecute such work and coordinate the work with other activities the OWNER may have in progress.
- (10) Time is of the essence in this agreement and any breach of same by the VENDOR shall go to the essence thereof, AND VENDOR, agreeing to complete the work within the time hereinabove mentioned, has taken into consideration and made allowances for all the hindrances and delays incident to his work.
- (11) No alterations shall be made in the service as shown or described herein, except on the written authorization of the OWNER, and when so made, the value of the service added or deducted and any extension or deduction from the time of completion necessitated thereby shall be computed by the VENDOR. The VENDOR shall have no claim for added services, fees or time extension including without limitation, claims for impact damages or costs due to delay, unless such service, fees or time extension is approved in writing, by the OWNER. Any attempted reservation by the VENDOR of a right subsequently to claim any amount, change in service or time extension not stated on the face of a written and approved change order by the OWNER shall be null and void.
- (12) The VENDOR will carry the following types of insurance in the limits specified with the following entities identified as additional insured to include:

HAMPTON RIDGE DEVELOPERS,LLC

<u>INSURANCE</u>	<u>LIMITS</u>
COMPREHENSIVE GENERAL LIABILITY	\$ 500,000
AUTOMOBILE LIABILITY	500,000
EXCESS LIABILITY	1,000,000
WORKMEN'S COMPENSATION	
EACH ACCIDENT	100,000
DISEASE/POLICY LIMIT	500,000
DISEASE/EACH EMPLOYEE	100,000

If the VENDOR does not carry Workmen's Compensation Insurance, Owner may immediately cancel this Contract or, at its option and in its sole discretion provide such coverage under OWNER's policy until VENDOR obtains such coverage. All costs of said coverage shall be paid by VENDOR to OWNER. If Contractor shall fail to reimburse OWNER for the cost of the aforementioned coverage within three (3) days from the time OWNER notifies Contractor of the charge for such coverage, OWNER may reimburse itself from any funds thereafter due to Contractor from Owner. VENDOR shall provide OWNER with a Certificate of all Insurance specified above prior to the date for the commencement of work specified in Paragraph 4 of this Agreement and such certificate shall contain a provision requiring thirty (30) days notice to OWNER prior to any cancellation or modification hereof.

- (13) VENDOR shall give all notices and comply with all laws, ordinances, rules and regulations and orders of any public authority bearing on the performance of the service.
- (14) Any deficiencies in the service as a direct result of the VENDOR'S negligence, shall be corrected at the expense of the VENDOR. Payments otherwise due may be withheld by OWNER on account of service deficiencies not remedied by the VENDOR. VENDOR will promptly reimburse OWNER for all damages, if any, resulting from any negligent and uncorrected services. OWNER'S approval, acceptance or use of or payment for any negligently performed services shall not alter VENDOR'S obligation hereunder.
- (15) Should the VENDOR fail in any respects to provide the service with promptness and diligence, or fail in the performance of any agreement on his part herein contained, the OWNER shall have the right to cancel this Agreement after 48 hours written notice to the VENDOR. In the event of contract cancellation, the VENDOR shall be paid for those services provided under this agreement found acceptable by the OWNER and in accordance with the payment schedule defining the value of service herein set forth on Exhibit A attached hereto and OWNER shall not be required to pay VENDOR any "profit" or otherwise compensate VENDOR for any amounts in excess of the amount due VENDOR as determined in accordance with the attached schedule. No payment shall be required by the Owner for omitted or deficient services by the VENDOR upon contract cancellation. VENDOR shall reimburse OWNER for reasonable attorney's fees incurred by reason of VENDOR'S failure to perform its obligations under this Agreement.
- (16) The OWNER has designated James Harvey to act as OWNER'S representative regarding the administration of this Agreement and is hereby authorized by OWNER to direct the activities of VENDOR so defined in this Agreement. VENDOR agrees to recognize said OWNER'S representative and convey all OWNER/VENDOR communications through him.
- (17) VENDOR shall not let, assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of the OWNER.
- (18) VENDOR hereby indemnifies and holds OWNER harmless from against any claims, damages, liens, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the VENDOR'S subcontractor's materialmen or otherwise canceled of record within ten (10) days of the date thereof, at no expense to OWNER and VENDOR shall indemnify and hold OWNER harmless from any costs or expenses incurred by OWNER in connection therewith, including reasonable attorney's fees.

- (19) VENDOR hereby assigns to OWNER any and all claims against third parties for damages incurred by OWNER which arise in connection with VENDOR'S performance of this Agreement.
- (20) All negotiations and agreements prior to the date of this Agreement not included in this Agreement are hereby voided.
- (21) In the event of conflict of terms as may appear between the VENDOR'S proposal and the Agreements set forth herein by the OWNER the OWNER'S requirements shall prevail.
- (22) Upon forty-eight (48) hours notice to VENDOR, VENDOR shall give OWNER free access to and allow OWNER to inspect all of VENDOR'S financial records, including but not limited to all accounts payable and receivable, balance sheets, income statements, tax returns or other documents relating to VENDOR'S financial condition.
- (23) Special Stipulations:

PLEASE REFERENCE CONTRACT #4015 IN ALL BILLING AND CORRESPONDENCE IN CONJUNCTION WITH THIS AGREEMENT.

- (24) This Agreement shall be construed with and governed by the laws of the State of Florida.

OWNER:

HAMPTON RIDGE DEVELOPERS, LLC

BY: [Signature]  
 JAMES HARVEY, REGIONAL MANAGER

\_\_\_\_\_  
 DANIEL COE, ASSISTANT SEC.

VENDOR:

BY: [Signature]  
 \_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 WITNESS

*Handwritten:*  
 MW  
 6/25/04

EXHIBIT "A"  
TO  
SERVICE CONTRACT AGREEMENT  
BETWEEN  
HAMPTON RIDGE DEVELOPERS, LLC. - OWNER, AND  
COASTAL ENGINEERING ASSOC. , INC. - VENDOR

<u>JOB</u>	<u>TASK #</u>	<u>PHASE #</u>	<u>CONTRACT AMOUNT</u>
E-W Boulevard Collector Road & US 41 Median Cut	2700-61	Phase I	75,000.00
Reimbursables	2700-61	Phase I	\$2,000.00
<b>TOTAL</b>			<b><u>\$77,000.00</u></b>

4713



966 Candlelight Boulevard • Brooksville • Florida 34601  
(352) 796-0423 • Fax (352) 799-8359  
e-mail: coastal@coastal-engineering.com

# Exhibit B

## CEA # 04413 – E-W Boulevard Collector Road & US 41 Median Cut

### A. Scope of Work:

1. Provide surveying services as required in support of ROW and dedication to the City of Brooksville.
2. Provide environmental support in securing gopher tortoise permitting for the roadway route.
3. Coordinate and finalize permit applications to FDOT and the City of Brooksville as necessary to secure approvals for the roadway.
4. Coordinate with City of Brooksville, FDOT and Hernando County officials as needed to assist in the processing of the permits.
5. Provide field services, including: construction observation during construction for site improvements to certify substantial compliance with the approved plans and specifications to applicable regulatory agencies; clarifications and interpretations of plans and specifications; review of site civil shop drawings for consistency with plans prepared by Coastal Engineering; and preparation and submittal of as-built certifications to regulatory agencies associated with Coastal provided plans.

### B. Reimbursables:

The following direct expenses of Consultant will be reimbursed by Client at actual costs or in accordance with the Coastal Engineering reimbursables schedule.

1. Blueprints and/or reproduces.
2. Outside printing services (including SWFWMD aeriels, County aeriels).
3. Special postage (Federal Express, FAX) when requested or required.
4. Long distance telephone service.
5. County fees and regulatory agency fees (application fees, recording fees, public notice fees, review fees, etc.)

Anticipated Completion Date: November 2004

### Summary of Fees

COASTAL will be paid the following fees:

- A. Scope of Work ..... Hourly rates to \$ 75,000.00 without further written authorization.
- B. Reimbursables.....As per Reimbursable Schedule up to \$ 2,000.00 without further written authorization.

AUTHORIZED:

BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Exhibit C

Proj 05414/03

CONTRACT NUMBER: 4088

**SERVICE CONTRACT AGREEMENT**

THIS AGREEMENT made this 21st day of April, 2005 by and between Hampton Ridge Developers, LLC whose principal office is located 2202 North West Shore Blvd Suite 125 Tampa, Florida 33607-5776 hereinafter referred to as OWNER, and Constal Engineering Assoc., Inc., whose principal office is located at 966 Candlelight Blvd. Brooksville, Florida 34601, hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS OWNER WISHES VENDOR to provide EOR Transfer, Construction Management and Miscellaneous Surveying for Phases 2 & 2A.

WHEREAS VENDOR agrees to provide certain services in conjunction with said project.

NOW THEREFORE, in consideration of the Agreement hereinafter set forth, the parties hereto mutually agree to the following:

(1) VENDOR shall provide the following services:

SEE EXHIBIT "A"

(2) VENDOR shall provide and pay for all materials and labor necessary to fully complete the service described in Paragraph 1 hereof.

(3) ALL work described in Paragraph 1 hereof shall be performed as per owner's direction.

(4) The service described in Paragraph 1 hereof shall commence on or before April 21, 2005 AND BE COMPLETED ON OR BEFORE December 31, 2006.

(5) The total fee to be paid to the VENDOR for described services under this agreement shall NOT EXCEED ONE HUNDRED SIXTY NINE THOUSAND and 00/100 (\$169,000.00).

(6) Fee payments shall be as follows: Hourly not to exceed Exhibit "B" prices.

Monthly invoice must be submitted by the 25th of the month for payment by the 20th of the following month.

- (7) Associated costs and expenses shall be as follows:

ASSOCIATED COST ESTIMATES: Hourly not to exceed Exhibit "B" prices.

- (8) Disbursement of funds under this contract shall be subject to any and all conditions of the Owner and will be made in the following manner:

(a) VENDOR shall present disbursement requests for services rendered in accordance with Paragraph 6 and no later than the 25th of the month. Payment will be made to the VENDOR by the 20th of the following month.

(b) The disbursement request shall be accompanied by a detailed breakdown of the amount requested in the format set forth on the Payment Schedule defining the value of service attached hereto as Exhibit "A". The Schedule shall allocate the total fee among the various portions of the service to be provided hereunder and shall contain an itemization of the value of services. Each disbursement request shall indicate of percentage of completion of each portion of the services at the end of the period for which payment is requested.

(c) OWNER shall make progress payments based on the payment schedule defining the value of services attached hereto as Exhibit "B".

(9) VENDOR agrees to commence the work on the date noted in Paragraph 4 of this Agreement and to diligently and continuously prosecute such work and coordinate the work with other activities the OWNER may have in progress.

- (10) Time is of the essence in this agreement and any breach of it by the VENDOR shall go to the essence thereof, AND VENDOR, agreeing to complete the work within the time hereinabove mentioned, has taken into consideration and made allowances for the entire hindrances and delays incident to his work.

- (11) No alterations shall be made in the service as shown or described herein, except on the written authorization of the OWNER, and when so made, the value of the service added or deducted and any extension or deduction from the time of completion necessitated thereby shall be computed by the VENDOR. The VENDOR shall have no claim for added services, fees or time extension including without limitation, claims for impact damages or costs due to delay, unless such service, fees or time extension is approved in writing, by the OWNER. Any attempted reservation by the VENDOR of a right subsequently to claim any amount, change in service or time extension not stated on the face of a written and approved change order by the OWNER shall be null and void.

- (12) The VENDOR will carry the following types of insurance in the limits specified with the following entities identified as additional insured to include:

HAMPTON RIDGE DEVELOPERS, LLC

<u>INSURANCE</u>	<u>LIMITS</u>
COMPREHENSIVE GENERAL LIABILITY	\$ 500,000
AUTOMOBILE LIABILITY	\$ 500,000
EXCESS LIABILITY	\$ 1,000,000
WORKMEN'S COMPENSATION	
EACH ACCIDENT	\$ 100,000
DISEASE/POLICY LIMIT	\$ 500,000
DISEASE/EACH EMPLOYEE	\$ 100,000

If the VENDOR does not carry Workmen's Compensation Insurance, Owner may immediately cancel this Contract or, at its option and in its sole discretion provide such coverage under Owner's policy until VENDOR obtains such coverage. All costs of said coverage shall be paid by VENDOR to OWNER. If Contractor shall fail to reimburse OWNER for the cost of the aforementioned coverage within three (3) days from the time OWNER notifies Contractor of the charge for such coverage, OWNER may reimburse itself from any funds thereafter due to Contractor from Owner. VENDOR shall provide OWNER with a Certificate of all Insurance specified above prior to the date for the commencement of work specified in Paragraph 4 of this Agreement and such certificate shall contain a provision requiring thirty (30) days notice to OWNER prior to any cancellation or modification hereof.

- (13) VENDOR shall give all notices and comply with all laws, ordinances, rules and regulations and orders of any public authority bearing on the performance of the service.
- (14) Any deficiencies in the service as a direct result of the VENDOR'S negligence shall be corrected at the expense of the VENDOR. Payments otherwise due may be withheld by OWNER on account of service deficiencies not remedied by the VENDOR. VENDOR will promptly reimburse OWNER for all damages, if any, resulting from any negligent and uncorrected services. OWNER'S approval, acceptance or use of or payment for any negligently performed services shall not alter VENDOR'S obligation hereunder.
- (15) Should the VENDOR fail in any respects to provide the service with promptness and diligence, or fail in the performance of any agreement on his part herein contained, the OWNER shall have the right to cancel this Agreement after 48 hours written notice to the VENDOR. In the event of contract cancellation, the VENDOR shall be paid for those services provided under this agreement found acceptable by the OWNER and in accordance with the payment schedule defining the value of service herein set forth on Exhibit A attached hereto and OWNER shall not be required to pay VENDOR any "profit" or otherwise compensate VENDOR for any amounts in excess of the amount due VENDOR as determined in accordance with the attached schedule. No payment shall be required by the Owner for omitted or deficient services by the VENDOR upon contract cancellation. VENDOR shall reimburse OWNER for reasonable attorney's fees incurred by reason of VENDOR'S failure to perform its obligations under this Agreement.
- (16) The OWNER has designated James Harvey to act as OWNER'S representative regarding the administration of this Agreement and is hereby authorized by OWNER to direct the activities of VENDOR so defined in this Agreement. VENDOR agrees to recognize said OWNER'S representative and convey all OWNER/VENDOR communications through him.
- (17) VENDOR shall not let, assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of the OWNER.
- (18) VENDOR hereby indemnifies and holds OWNER harmless from against any claims, damages, liens, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the VENDOR'S subcontractor's material men or otherwise canceled of record within ten (10) days of the date thereof, at no expense to OWNER and VENDOR shall indemnify and hold OWNER harmless from any costs or expenses incurred by OWNER in connection therewith, including reasonable attorney's fees.

- (19) VENDOR hereby assigns to OWNER any and all claims against third parties for damages incurred by OWNER which arise in connection with VENDOR'S performance of this Agreement.
- (20) All negotiations and agreements prior to the date of this Agreement not included in this Agreement are hereby voided.
- (21) In the event of conflict of terms as may appear between the VENDOR'S proposal and the Agreements set forth herein by the OWNER the OWNER'S requirements shall prevail.
- (22) Upon forty-eight (48) hours notice to VENDOR, VENDOR shall give OWNER free access to and allow OWNER to inspect all of VENDOR'S financial records, including but not limited to all accounts payable and receivable, balance sheets, income statements, tax returns or other documents relating to VENDOR'S financial condition.
- (23) Special Stipulations:

PLEASE REFERENCE CONTRACT #4088 IN ALL BILLING AND CORRESPONDENCE IN CONJUNCTION WITH THIS AGREEMENT.

- (24) This Agreement shall be construed with and governed by the laws of the State of Florida.

OWNER:

HAMPTON RIDGE DEVELOPERS, LLC

BY: William Mallery  
WILLIAM L. MALLERY, P.E.  
V.P. DEVELOPMENT

BY: James P. Harvey  
JAMES P HARVEY  
REGIONAL MANAGER

VENDOR:  
BY: Ron Brunton 4/25/05  
SR. VICE PRESIDENT

Elena Jatto  
WITNESS

TITLE

EXHIBIT "A"  
 TO  
 SERVICE CONTRACT AGREEMENT  
 BETWEEN  
HAMPTON RIDGE DEVELOPERS, LLC. - OWNER, AND  
COASTAL ENGINEERING ASSOC., INC. - VENDOR

<u>JOB</u>	<u>TASK #</u>	<u>PHASE #</u>	<u>CONTRACT AMOUNT</u>
Misc. Surveying for Phase 2 & 2A	2002-02	Phase 2	\$159,000.00
Reimbursables	2002-02	Phase 2	\$10,000.00
<b>TOTAL</b>			<b>\$169,000.00</b>

# Exhibit B



966 Candlelight Boulevard • Brooksville • Florida 34601  
(352) 796-9423 • Fax (352) 799-8359  
e-mail: coastal@coastal-engineering.com  
www.coastal-engineering.com

**REVISED**  
April 19, 2005

Mr. Bill L. Mallery  
Landmar Group LLC  
2202 N West Shore Blvd, Ste 125  
Tampa, FL 33607-5776

RE: EOR Transfer, Construction Management and Miscellaneous Surveying for Phase 2 & 2A Residential  
Coastal Job No. 05414  
LandMar Job No. \_\_\_\_\_

Dear Mr. Mallery:

In accordance with our discussions, Coastal Engineering Associates, Inc. is pleased to submit the following agreement for professional services for your consideration.

*Coastal Engineering Associates, Inc.*, hereinafter referred to as "*Coastal*", proposes furnishing professional services on behalf of LandMar Group LLC, hereinafter referred to as the "*Client*" for the fees stipulated herein.

**Project Description:** Based on plans and permits and all available information provided by King Engineering Associates, Inc. (King) Coastal shall become Engineer of Record, reissue construction plans, provide marketing and construction survey services, and provide construction observation services for the Phase 2 & 2A Residential (399 lots) located within Southern Hills Plantation, Brooksville, Florida.

## **Scope of Work**

### **.05 Civil Engineering/Engineer of Record Transfer**

Pursuant to Chapter 471, F.S. and Chapter 16G15, FAC, assume responsibilities of Engineer of Record including interpretation of the design, overseeing construction, ensuring that construction is as permitted, and reporting progress to the Client including the review of construction plans and permits provided by King and the re-issuance of the construction plans by Coastal.

Project related items to be provided by King and/or Client include:

- Design documentation and calculations
- All available survey, environmental and geotechnical information, drawings, records and electronic drawing files.

- Permit application documents and approved permits.
- Copy of approved construction plans both hard copy and electronic file.
- Copy of signed and sealed survey.

**.08 Construction Review**

**A. Finalization Services:**

1. Attend periodic progress meetings
2. Observe and review invoiced work for Client approval, perform construction observation during construction for site improvements to certify compliance with the approved plans and specifications to applicable regulatory agencies.
3. Certify site civil shop drawings for compliance with plans prepared by Coastal.
4. Provide clarification and interpretation of plans and specifications.
5. Review construction test data for compliance with plans and specifications.
6. Prepare and submit as-built certifications to regulatory agencies associated with King design and plans reissued by Coastal and contractor provided As-built survey.

During construction based upon Coastal's recommendations, plans or specifications, COASTAL shall provide a representative to periodically observe the work of the contractor or contractors involved, and report his or her opinions of that work to the CLIENT. Such observation shall not be relied upon by others as acceptance of work, nor shall it in any manner relieve any contractor or any other party from his or her obligations and responsibilities under the construction contract, or generally accepted industry custom.

**.09 Surveying Services**

- A. Miscellaneous Survey – At Clients direction, provide various survey services related to site engineering and construction, lot staking for marketing, lot development including lot corners for final plat, and multiple utility stakings.

- Note: 1. Final Platting services to be provided by King including survey of boundary and final roadway centerline and PCP staking.  
2. Does not include location stakings for marketing and sales related purposes.

**Reimbursables**

The following direct expenses of Consultant will be reimbursed by Client at actual costs or in accordance with the Coastal Engineering reimbursables schedule.

1. Blueprints and/or reproducibles.
2. Outside printing services (including SWFWMD aerials, County aerials).
3. Special postage (Federal Express, FAX) when requested or required.
4. Long distance telephone service.
5. County fees and regulatory agency fees (application fees, recording fees, public notice fees, review fees, etc.)

**Anticipated Completion Date**

At direction of Client.

Fees to be Paid

COASTAL will be paid the following fees:

.05 Civil Engineering / .08 Construction Review /  
.09 Survey Services .....Hourly rates not to exceed: \$159,000.00

Eng - 20,000  
Const - 50,000  
Surveying 89,000

NOTE: Fees do not include permitting fees

Reimbursables.....As per Reimbursable Schedule up to \$ 10,000.00 without further written authorization.

Modification to the Terms of this Agreement

In the event Client issues a Purchases Order or Memorandum or other Instrument covering the professional services described herein, it is hereby specifically agreed and understood that such Purchase Order, Memorandum or Instrument is for Client internal control purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force or effect. This contract is the entire contract between the parties and there is no modification or waiver of any terms and conditions herein unless signed by both parties.

Ownership and Use of Documents

Drawings, specifications, reports and electronic data files generated as the result of this agreement shall be considered as works made for hire and shall become the property of the Client whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of drawings, specifications, and hard copies of electronic data files and the cost of providing one final set of all such final items is included in the total cost of this agreement. Except or as otherwise provided, the Consultant shall not be liable for use by the Client of said drawings, specifications, reports and electronic data files or other data for any purpose other than specifically stated in this agreement or any exhibit, attachment or supplemental agreement made part thereof.

Exhibit B / EOR, CM & Miscellaneous Surveying for Phase 2 & 2A Residential 05414  
April 19, 2005  
Page 4

Acceptance

If the above scope and fees meet with your approval, please indicate in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" with the accomplishment of this work.

Sincerely,  
COASTAL ENGINEERING ASSOCIATES, INC.



Tom Mountain  
Sr. Vice President

CLIENT: \_\_\_\_\_  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

Attachments  
1 - General Conditions 2005  
2 - Hourly Rate and Reimbursable Schedule 2005

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## GENERAL CONDITIONS

### Direct Expenses

The following direct expenses of Consultant will be reimbursed by Client at actual or in accordance with attached printing price list.

1. Blueprints and/or reproducible for purposes other than in-house working drafts.
2. Outside printing services (including SWFWMD aerials, County aerials).
3. Special postage (Federal Express, FAX) when requested or required.
4. Long distance telephone service.
5. County fees and regulatory agency fees (application fees, recording fees, public notice fees, review fees, etc.)

### Extra Services & Work

When authorized by the Client, in writing, all costs for this project which are not specifically covered herein, shall be considered Extra and shall be authorized and reimbursed as follows:

1. Verbal Authorization
  - a. The Client may verbally authorize an extra services task up to a maximum authorization of \$2,000.00.
  - b. COASTAL shall proceed with the completion of each verbally authorized task while simultaneously notifying the Client in writing, specifically identifying the Job Task number given to each task.
  - c. COASTAL shall notify the Client concerning any task which appears to require over \$2,000.00 in effort and request further authorization in writing.
  - d. All services shall be charged at Consultant's Hourly Rates (schedule attached) and Direct Expenses.
2. Written Amendments
  - a. The contract can be amended by agreement of both parties to allow for the accomplishment of additional tasks. The written amendment shall include the revision(s) to take the Scope of Services and the fees.

### Payment Schedule

COASTAL shall invoice the Client at regular intervals based on the percent of work performed. Payments will be due and payable upon receipt of invoice. Payments will be considered past due thirty (30) days after receipt of invoice and will be charged at 1% per month (APR 12%) finance charge on the unpaid balance.

### Estimates

Since COASTAL has no control over the cost of labor and materials, or over competitive bidding and market conditions, any estimate of construction or labor costs provided for, are to be made on the basis of his experience and qualifications, but COASTAL does not guarantee the accuracy of such estimates as compared to the Contractor's bid.

### Items to be Furnished by the Client

The Client will provide:

1. Reimbursement for all application fees, recording fees, title work (including adjacent property owners) and authorized legal services.
2. Previously prepared surveys, reports or other information which could have bearing on this scope of work.
3. Authorization allowing Coastal Engineering to represent the project in applications, public hearings and meetings.
4. Timely review and approval/comment to draft materials.

### Special Conditions

1. COASTAL cannot guarantee governmental approvals.
2. Fees quoted are effective for a period of 90 days from date of contract preparation. If the project is delayed more than 6 months in its completion, COASTAL has the right to renegotiate fees.
3. The Client is specifically advised that COASTAL does not include or guarantee the accuracy or performance of testing laboratories. COASTAL will rely upon this information for our professional design services but does not assume any liability (professional or financial) for the work of the testing laboratory.
4. The Client is specifically advised that should the preapplication meeting with applicable governmental agencies (SWFWMD, DEP, Corps) determine permits are necessary, the process may require 120 days for review time after completion of permit application. No construction can start prior to all permits being approved.
5. The Client is advised that Hernando County has adopted Impact Fees for the following facilities: sewer, water, schools, parks, roads, library, public buildings, law enforcement, and fire protection.
6. COASTAL may request an additional service authorization for construction observation if the construction time specified for final completion is exceeded by thirty (30) days due to no fault of COASTAL.
7. The Client is advised that mitigation and stormwater systems designed by COASTAL shall require short/long term compliance monitoring by the SWFWMD. Such monitoring may require subsequent modifications to assure future water quality standards are met. COASTAL can provide required long term compliance monitoring as an extra service at our hourly rates.
8. Unforeseen subsurface conditions. Coastal's utility coordination associated with tasks .01 through .09 is our best effort for locating existing utilities. These services outline the "foreseen" conditions considered under this contract. Coastal considers unforeseen

## GENERAL CONDITIONS (Continued)

subsurface conditions as conditions not reported by review agencies during the review process of the construction plans from conceptual design through the completion of permitting. Utilities encountered within the field after the construction start date, and not depicted on the construction plans, are considered unforeseen subsurface conditions under this contract.

### Insurance

The Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her subconsultants to the Client for any and claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Design Professional and his or her subconsultants to all those named shall not exceed \$50,000, or the Design Professional's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless other prohibited by law.

### Termination of Services

Client's failure to make payment to COASTAL in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by COASTAL.

### CADD and Electronic Files Release

The Client acknowledges that COASTAL drawings and specifications, including all documents on electronic media, (Documents) are instruments of the Consultant's professional service. Nevertheless, the Documents prepared under contract shall become the property of the Client upon completion of the services and payment in full of all monies due to COASTAL. The Client shall not reuse or make or permit to be made any modification to the Documents without prior written authorization from COASTAL. The Client agrees to waive any claim against COASTAL arising from any unauthorized transfer, reuse or modification of the Documents.

The Client and COASTAL agree that electronic files furnished by COASTAL to the Client shall not be modified or used for any purpose without COASTAL's review and approval. Additional efforts by COASTAL made necessary by a change to the electronic file specifications shall be compensated for as Additional Services in accordance with our standard contract for the Project.

Electronic files furnished to the Client shall be subject to an acceptance period of ten (10) days during which the Client agrees to perform appropriate review and acceptance of CADD files. Coastal with written notice from the Client shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period the electronic files shall be deemed to be accepted and COASTAL shall have no further obligation to correct errors or maintain electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed or sealed hard-copy construction documents prepared by COASTAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless COASTAL, its officers, directors, employees and subconsultants (collectively, COASTAL) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than COASTAL or from any transfer or reuse of the electronic files without the prior written consent of COASTAL.

Under no circumstances shall delivery of the electronic files for use by the Client be deemed a sale by COASTAL, and COASTAL makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall COASTAL be liable for any loss of profit or any consequential damages as a result of the Client's use or reuse of the electronic files.

### Unforeseen Subsurface Conditions

These services outline the "foreseen" conditions considered under this contract. COASTAL considers unforeseen subsurface conditions as conditions not reported by review agencies during the review process of the construction plans from conceptual design through the completion of permitting. COASTAL's utility coordination associated with tasks .01 through .09 is our best effort for locating existing utilities. Utilities encountered within the field after the construction start date, and not depicted on the construction plans, are considered unforeseen subsurface conditions under this contract.

2005 Hourly Rate and Reimbursable Schedule

HOURLY RATES

PROJECT MANAGEMENT

Expert Testimony* .....	\$250.00
(Preparing for and providing testimony or support in court, public hearings and/or before governing boards.)	
Project Manager .....	\$110.00

ENGINEERING

Principal Engineer* .....	\$175.00
Director of Engineering* .....	\$150.00
Project Engineer* .....	\$130.00
Design Engineer II (EIT).....	\$105.00
Design Engineer I (EIT).....	\$ 85.00

\*Registered in the State of Florida

ENVIRONMENTAL

Environmental Scientist.....	\$ 95.00
Environmental Manager .....	\$ 85.00
Environmental Technician.....	\$ 65.00

PLANNING

Principal Planner .....	\$125.00
Senior Planner .....	\$ 95.00
Planning Observation Tech (GIS) .....	\$ 85.00
Planner.....	\$ 75.00

CONSTRUCTION REVIEW

Field Services Director .....	\$110.00
Field Technician .....	\$ 75.00

DESIGN/DRAFTING

Senior Designer .....	\$ 95.00
Civil Designer II.....	\$ 85.00
Civil Designer I .....	\$ 75.00
CADD Technician .....	\$ 65.00

<u>SUPPORT PERSONNEL</u> .....	\$ 45.00
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SURVEY HOURLY RATE

Survey Crew .....	\$115.00 per hour
PLS Project Manager.....	\$ 95.00 per hour
Crew Coordinator/Tech .....	\$ 75.00 per hour
Survey CAD Tech .....	\$ 65.00 per hour
Survey Tec.....	\$ 65.00 per hour
	(Crew Chief, Project Mgr.)
Expert Witness PLS.....	\$140.00 per hour

**2005 Hourly Rate and Reimbursable Schedule (Continued)**

**REIMBURSABLES**

Direct and Out-of-Pocket Expenses.....	Invoice Plus 15%
Regulatory Permit/Filing Fees .....	Fee plus 15%
Travel .....	\$0.405/Mile

	Quantity:	1 to 10	11 and up
<b><u>REPRODUCTIONS</u></b>	<b>BLACK &amp; WHITE</b>		
	8 1/2" X 11", 8 1/2" X 14"	\$0.25/EA.	0.10/EA.
	11" X 17"	\$0.35/EA.	0.15/EA.
	<b>COLOR</b>		
	8 1/2" X 11", 8 1/2" X 14"	\$1.00/EA.	1.00/EA.
	11" X 17"	\$2.00/EA.	2.00/EA.

**BLACKLINE PRINTS**

LESS THAN 24" X 36"	\$1.75/EA.	1.00/EA.
24" X 36"	\$2.75/EA.	1.75/EA.
30" X 36" OR GREATER	\$3.75/EA.	2.50/EA.

**MYLAR OR LINEN**

LESS THAN 24" X 36"	\$10.00/EA.
24" X 36"	\$15.00/EA.
30" X 36" OR GREATER	\$19.00/EA.

**CANVAS**

\$50.00/EA

**AERIALS (COLOR)**

\$3.00/EA

30" X 36" OR GREATER	\$5.00/EA
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**ELECTRONIC MEDIA**

Diskette	\$15.00/EA
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**CONCRETE MONUMENTS**

\$15.00/EA

# Exhibit D

CEA Project # 05416-03

CONTRACT NUMBER: 4089

**SERVICE CONTRACT AGREEMENT**

THIS AGREEMENT made this 31st day of March, 2005 by and between Hampton Ridge Developers, LLC whose principal office is located 2202 North West Shore Blvd Suite 125 Tampa, Florida 33607-5776 hereinafter referred to as OWNER, and Coastal Engineering Assoc., Inc., whose principal office is located at 966 Candlelight Blvd. Brooksville, Florida 34601, hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS OWNER WISHES VENDOR to provide Phase 3 Residential Site Development Services.

WHEREAS VENDOR agrees to provide certain services in conjunction with said project.

NOW THEREFORE, in consideration of the Agreement hereinafter set forth, the parties hereto mutually agree to the following:

(1) VENDOR shall provide the following services:

SEE EXHIBIT "A"

- (2) VENDOR shall provide and pay for all materials and labor necessary to fully complete the service described in Paragraph 1 hereof.
- (3) ALL work described in Paragraph 1 hereof shall be performed as per owner's direction.
- (4) The service described in Paragraph 1 hereof shall commence on or before March 31, 2005 AND BE COMPLETED ON OR BEFORE December 31, 2006.
- (5) The total fee to be paid to the VENDOR for described services under this agreement shall NOT EXCEED THREE HUNDRED TWENTY FIVE and 00/100 (\$325,000.00).
- (6) Fee payments shall be as follows: Hourly not to exceed Exhibit "B" prices.

Monthly invoice must be submitted by the 25th of the month for payment by the 20th of the following month.

- (7) Associated costs and expenses shall be as follows:
- ASSOCIATED COST ESTIMATES: Hourly not to exceed Exhibit "B" prices.
- (8) Disbursement of funds under this contract shall be subject to any and all conditions of the Owner and will be made in the following manner:
- (a) VENDOR shall present disbursement requests for services rendered in accordance with Paragraph 6 and no later than the 25th of the month. Payment will be made to the VENDOR by the 20th of the following month.
  - (b) The disbursement request shall be accompanied by a detailed breakdown of the amount requested in the format set forth on the Payment Schedule defining the value of service attached hereto as Exhibit "A". The Schedule shall allocate the total fee among the various portions of the service to be provided hereunder and shall contain an itemization of the value of services. Each disbursement request shall indicate of percentage of completion of each portion of the services at the end of the period for which payment is requested.
  - (c) OWNER shall make progress payments based on the payment schedule defining the value of services attached hereto as Exhibit "B".
- (9) VENDOR agrees to commence the work on the date noted in Paragraph 4 of this Agreement and to diligently and continuously prosecute such work and coordinate the work with other activities the OWNER may have in progress.
- (10) Time is of the essence in this agreement and any breach of it by the VENDOR shall go to the essence thereof, AND VENDOR, agreeing to complete the work within the time hereinabove mentioned, has taken into consideration and made allowances for the entire hindrances and delays incident to his work.
- (11) No alterations shall be made in the service as shown or described herein, except on the written authorization of the OWNER, and when so made, the value of the service added or deducted and any extension or deduction from the time of completion necessitated thereby shall be computed by the VENDOR. The VENDOR shall have no claim for added services, fees or time extension including without limitation, claims for impact damages or costs due to delay, unless such service, fees or time extension is approved in writing, by the OWNER. Any attempted reservation by the VENDOR of a right subsequently to claim any amount, change in service or time extension not stated on the face of a written and approved change order by the OWNER shall be null and void.
- (12) The VENDOR will carry the following types of insurance in the limits specified with the following entities identified as additional insured to include:

HAMPTON RIDGE DEVELOPERS, LLC

<u>INSURANCE</u>	<u>LIMITS</u>
COMPREHENSIVE GENERAL LIABILITY	\$ 500,000
AUTOMOBILE LIABILITY	\$ 500,000
EXCESS LIABILITY	\$ 1,000,000
WORKMEN'S COMPENSATION	
EACH ACCIDENT	\$ 100,000
DISEASE/POLICY LIMIT	\$ 500,000
DISEASE/EACH EMPLOYEE	\$ 100,000

If the VENDOR does not carry Workmen's Compensation Insurance, Owner may immediately cancel this Contract or, at its option and in its sole discretion provide such coverage under Owner's policy until VENDOR obtains such coverage. All costs of said coverage shall be paid by VENDOR to OWNER. If Contractor shall fail to reimburse OWNER for the cost of the aforementioned coverage within three (3) days from the time OWNER notifies Contractor of the charge for such coverage, OWNER may reimburse itself from any funds thereafter due to Contractor from Owner. VENDOR shall provide OWNER with a Certificate of all Insurance specified above prior to the date for the commencement of work specified in Paragraph 4 of this Agreement and such certificate shall contain a provision requiring thirty (30) days notice to OWNER prior to any cancellation or modification hereof.

- (13) VENDOR shall give all notices and comply with all laws, ordinances, rules and regulations and orders of any public authority bearing on the performance of the service.
- (14) Any deficiencies in the service as a direct result of the VENDOR'S negligence shall be corrected at the expense of the VENDOR. Payments otherwise due may be withheld by OWNER on account of service deficiencies not remedied by the VENDOR. VENDOR will promptly reimburse OWNER for all damages, if any, resulting from any negligent and uncorrected services. OWNER'S approval, acceptance or use of or payment for any negligently performed services shall not alter VENDOR'S obligation hereunder.
- (15) Should the VENDOR fail in any respects to provide the service with promptness and diligence, or fail in the performance of any agreement on his part herein contained, the OWNER shall have the right to cancel this Agreement after 48 hours written notice to the VENDOR. In the event of contract cancellation, the VENDOR shall be paid for those services provided under this agreement found acceptable by the OWNER and in accordance with the payment schedule defining the value of service herein set forth on Exhibit A attached hereto and OWNER shall not be required to pay VENDOR any "profit" or otherwise compensate VENDOR for any amounts in excess of the amount due VENDOR as determined in accordance with the attached schedule. No payment shall be required by the Owner for omitted or deficient services by the VENDOR upon contract cancellation. VENDOR shall reimburse OWNER for reasonable attorney's fees incurred by reason of VENDOR'S failure to perform its obligations under this Agreement.
- (16) The OWNER has designated James Harvey to act as OWNER'S representative regarding the administration of this Agreement and is hereby authorized by OWNER to direct the activities of VENDOR so defined in this Agreement. VENDOR agrees to recognize said OWNER'S representative and convey all OWNER/VENDOR communications through him.
- (17) VENDOR shall not let, assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of the OWNER.
- (18) VENDOR hereby indemnifies and holds OWNER harmless from against any claims, damages, liens, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the VENDOR'S subcontractor's material men or otherwise canceled of record within ten (10) days of the date thereof, at no expense to OWNER and VENDOR shall indemnify and hold OWNER harmless from any costs or expenses incurred by OWNER in connection therewith, including reasonable attorney's fees.

- (19) VENDOR hereby assigns to OWNER any and all claims against third parties for damages incurred by OWNER which arise in connection with VENDOR'S performance of this Agreement.
- (20) All negotiations and agreements prior to the date of this Agreement not included in this Agreement are hereby voided.
- (21) In the event of conflict of terms as may appear between the VENDOR'S proposal and the Agreements set forth herein by the OWNER the OWNER'S requirements shall prevail.
- (22) Upon forty-eight (48) hours notice to VENDOR, VENDOR shall give OWNER free access to and allow OWNER to inspect all of VENDOR'S financial records, including but not limited to all accounts payable and receivable, balance sheets, income statements, tax returns or other documents relating to VENDOR'S financial condition.
- (23) Special Stipulations:

PLEASE REFERENCE CONTRACT #4089 IN ALL BILLING AND CORRESPONDENCE IN CONJUNCTION WITH THIS AGREEMENT.

- (24) This Agreement shall be construed with and governed by the laws of the State of Florida.

OWNER:

HAMPTON RIDGE DEVELOPERS, LLC

BY: William Mallery  
WILLIAM L. MALLERY, P.E.,  
V.P. DEVELOPMENT

BY: James P Harvey  
JAMES P HARVEY  
REGIONAL MANAGER

VENDOR:  
BY: Pam Bourgeois  
SR. VICE PRESIDENT  
TITLE

Elena Sutor  
WITNESS

EXHIBIT "A"  
TO  
SERVICE CONTRACT AGREEMENT  
BETWEEN  
HAMPTON RIDGE DEVELOPERS, LLC. - OWNER, AND  
COASTAL ENGINEERING ASSOC., INC. - VENDOR

<u>JOB</u>	<u>TASK #</u>	<u>PHASE #</u>	<u>CONTRACT AMOUNT</u>
Residential Site Development for Phase III	2003-02	Phase III	\$325,000.00
<b>TOTAL</b>			<b>\$325,000.00</b>

# Exhibit B



966 Candlelight Boulevard • Brooksville • Florida 34601  
(352) 796-9423 • Fax (352) 799-8359  
e-mail: coastal@coastal-engineering.com  
www.coastal-engineering.com

March 17, 2005

Mr. Bill L. Mallery  
Landmar Group LLC  
2202 N West Shore Blvd Ste 125  
Tampa, FL 33607-5776

RE: Phase 3 Residential Site Development Services  
Coastal Job No. 05416  
LandMar Job No. \_\_\_\_\_

Dear Mr. Mallery:

In accordance with our discussions, Coastal Engineering Associates, Inc. is pleased to submit the following agreement for professional services for your consideration.

*Coastal Engineering Associates, Inc.*, hereinafter referred to as "*Coastal*", proposes furnishing professional services on behalf of *LandMar Group LLC*, hereinafter referred to as the "*Client*" for the fees stipulated herein.

**Project Description:** Site development services for Phase 3 Residential consisting of areas A, B, C, D, and I in the COB Zoning Master Plan of June 7, 2004 and the McKenzie tract consisting of approximately 188 lots located within the Southern Hills Plantation, Brooksville, Florida, as shown in *Exhibit 4 Approved Master Plan* as modified to show McKenzie tract attached hereto.

Note: Parcel L will be completed with offsite areas to the east of Clubhouse as a future phase.

Applicable project site related items to be provided by King and/or Client if available include:

- Design documentation and calculations
- Survey, environmental and geotechnical information, drawings, and records in hard copy and electronic format.
- Copy of signed and sealed survey.

## **Scope of Work**

### **.01 Planning/Preliminary Plat**

#### **A. Preliminary Plat Approval**

1. Utilizing available topography and boundary information, prepare a preliminary plat after reviewing design parameters with Client.
2. Meet with City staff and officials concerning the preliminary platting issues.
3. Prepare and submit an application for preliminary plat approval, including materials normally required for such submittal.
4. Prepare and submit an application for concurrency, including the required traffic study.
5. Respond to City staff and other development review comments.
6. Represent Client at the scheduled public hearing.
7. Follow-up with City officials as required to clarify approval conditions and make required modifications to the preliminary plat.

**.04 Engineering/Residential**

- A. Preliminary Engineering Services – Obtain & review available data relating to the project to become familiar with the Project and to understand the Client's objectives. This Task will include the following:
  1. Site visit; review applicable land use requirements.
  2. Consult with Client, AIA, etc. to clarify and define the requirements for the Project.
  3. Coordinate with the Geo-technical Sub-Consultant regarding the soils investigation.
  4. Prepare a preliminary paving, grading & drainage concept.
  5. Prepare an Engineer's Probable Project Schedule for task .04
  6. Prepare an Engineer's Probable Cost Estimate for construction.
- B. Construction Documents - Prepare plans and specifications for a residential subdivision, based upon the conditional plat approved by City of Brooksville. The plans and specifications shall specifically include the following:
  1. Detailed paving, grading & drainage plan.
  2. Onsite sewage collection, potable water distribution facilities, and reuse distribution system.
  3. Onsite pumping station and force main.
  4. Horizontal and vertical control plan.
  5. Miscellaneous sheets (details sheet, cover sheet, etc.)Note: If required, Landscape Plan (meeting the minimum landscape code criteria) shall be provided by Client.
- C. Permitting and Processing - Prepare standard documents and applications for the following permits to the required governmental organizations:
  1. Florida Department of Environmental Protection (FDEP) permit applications for sanitary sewerage collection facilities & potable water distribution system.
  2. Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP).
  3. City of Brooksville Development Review Committee (DRC) submittal.

The Lump Sum amount set forth for normal permitting is for preparation of the applications and attachments, compilation of the submittal package and processing with the various agencies. As policies change with the agencies, and unusual circumstances require additional professional services, the Client will be immediately advised, and COASTAL, with

authorization from the Client, will provide the necessary additional services at the Hourly Rate Schedule attached hereto.

**.08 Construction Review**

- A. Provide construction observation of the described construction work including:
1. Coordinate preconstruction conference;
  2. On site observation, as defined in preconstruction conference with Client and Contractor;
  3. Consultation and advice during construction directly applicable to completed plans and specifications;
  4. Processing of applicable pay requests; shop drawings, tests; and change orders.
  5. Prepare "record drawings," applicable to required certification of construction for permits obtained under this contract. Prepare and submit maintenance bond cost certifications as required.

During construction based upon COASTAL's recommendations, plans or specifications, COASTAL shall provide a representative to periodically observe the work of the contractor or contractors involved, and report his or her opinions of that work to the CLIENT. Such observation shall not be relied upon by others as acceptance of work, nor shall it in any manner relieve any contractor or any other party from his or her obligations and responsibilities under the construction contract, or generally accepted industry custom.

**.09 Surveying Services**

- A. Design Survey
1. Boundary Survey -- In accordance with F.A.C. chapter 61G17-6. Set applicable property corners and permanent reference monuments. Prepare legal description and any signed and sealed map.
  2. Topographic Survey -- Provide topographic survey along previously established cleared grid lines.
  3. Tree Location -- Locate and identify 6" diameter or greater trees.
  4. Preliminary Lot Staking -- Set PVC markers at lots for sales indentification.
  5. Boring Sites -- Locate and stake points for geotechnical borings
- B. Platting -- In accordance with Chapter 177 of Florida statues and applicable County requirements. Shall include a plat boundary and monumentation consistent with F.A.C. Chapter 61G17-6. Plat recording and coordination including signature signoff.

**.11 Sub-Consultant Coordination**

- A Coordinate required geotechnical services. Geotechnical services will be billed directly to Client.

**Reimbursables**

The following direct expenses of Consultant will be reimbursed by Client at actual costs or in accordance with the Coastal Engineering reimbursables schedule.

1. Blueprints and/or reproducibles.
2. Outside printing services (including SWFWMD aerials, County aerials).
3. Special postage (Federal Express, FAX) when requested or required.
4. Long distance telephone service.
5. County fees and regulatory agency fees (application fees, recording fees, public notice fees, review fees, etc.)

***Anticipated Completion Date***

At direction of Client.

***Fees to be Paid***

COASTAL will be paid the following fees:

.01 Planning / .04 Civil Engineering / .08 Construction Review /  
.09 Survey Services / .11 Sub-Consultant Coordination.....Hourly rates not to exceed: \$310,000.00

NOTE: Fees do not include permitting fees

Reimbursables.....As per Reimbursable Schedule up to \$15,000.00 without further written authorization.

***Modification to the Terms of this Agreement***

In the event Client issues a Purchases Order or Memorandum or other Instrument covering the professional services described herein, it is hereby specifically agreed and understood that such Purchase Order, Memorandum or Instrument is for Client internal control purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force or effect. This contract is the entire contract between the parties and there is no modification or waiver of any terms and conditions herein unless signed by both parties.

***Ownership and Use of Documents***

Drawings, specifications, reports and electronic data files generated as the result of this agreement shall be considered as works made for hire and shall become the property of the Client whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of drawings, specifications, and hard copies of electronic data files and the cost of providing one final set of all such final items in included in the total cost of this agreement. Except or as otherwise provided, the Consultant shall not be liable for use by the Client of said drawings, specifications, reports and electronic data files or other data for any purpose other than specifically stated in this agreement or any exhibit, attachment or supplemental agreement made part thereof.

Exhibit B / Phase 3 Residential 05416  
March 17, 2005  
Page 5

Acceptance

If the above scope and fees meet with your approval, please indicate in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" with the accomplishment of this work.

Sincerely,  
COASTAL ENGINEERING ASSOCIATES, INC.



Tom Mountain  
Sr. Vice President

CLIENT: \_\_\_\_\_  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

Attachments

- 1 - General Conditions 2005
- 2 - Hourly Rate and Reimbursable Schedule 2005
- 3 - Project Schedule Phase 3 Residential 05416

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# Exhibit E

06916

**Hampton Ridge Developers, LLC**  
**SERVICE CONTRACT AGREEMENT**  
CONTRACT NUMBER: 4166  
Coastal Job #

THIS AGREEMENT made this 21st day of August, 2006 by and between Hampton Ridge Developers, LLC whose principal office is located 5374 Broad Street Brooksville, FL 34601 hereinafter referred to as OWNER, and Coastal Engineering Associates, Inc., whose principal office is located at 966 Candlelight Boulevard Brooksville, FL 34601, hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS OWNER WISHES VENDOR to provide PHASE 3A separate platting per Exhibit "B" dated July 28, 2006.

WHEREAS VENDOR agrees to provide certain services in conjunction with said project.

NOW THEREFORE, in consideration of the Agreement hereinafter set forth, the parties hereto mutually agree to the following:

- (1) VENDOR shall provide the following services:  

SEE EXHIBIT "A"
- (2) VENDOR shall provide and pay for all materials and labor necessary to fully complete the service described in Paragraph 1 hereof.
- (3) ALL work described in Paragraph 1 hereof shall be performed as per owner's direction.
- (4) The service described in Paragraph 1 hereof shall commence on or before July 28, 2006 AND BE COMPLETED ON OR BEFORE June 28, 2007.
- (5) The total fee to be paid to the VENDOR for described services under this agreement shall NOT EXCEED TWENTY ONE THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS 00/100 (\$21,850.00).
- (6) Fee payments shall be as follows: Lump sum not to exceed Exhibit "B" prices. Monthly invoice must be submitted by the 25th of the month for payment by the 20th of the following month.
- (7) Associated costs and expenses shall be as follows:  

ASSOCIATED COST: Unit cost not to exceed Exhibit "B" prices.
- (8) Disbursement of funds under this contract shall be subject to any and all conditions of the Owner and will be made in the following manner:
  - (a) VENDOR shall present disbursement requests for services rendered in accordance with Paragraph 6 and no later than the 25th of the month. Payment will be made to the VENDOR by the 20th of the following month.
  - (b) The disbursement request shall be accompanied by a detailed breakdown of the amount requested in the format set forth on the Payment Schedule defining the value of service attached hereto as Exhibit "A". The Schedule shall allocate the total fee among the various portions of the service to be provided hereunder and shall contain an itemization of the value of services. Each disbursement request shall indicate of percentage of completion of each portion of the services at the end of the period for which payment is requested.

- (c) OWNER shall make progress payments based on the payment schedule defining the value of services attached hereto as Exhibit "B".
- (9) VENDOR agrees to commence the work on the date noted in Paragraph 4 of this Agreement and to diligently and continuously prosecute such work and coordinate the work with other activities the OWNER may have in progress.
- (10) Time is of the essence in this agreement and any breach of same by the VENDOR shall go to the essence thereof, AND VENDOR, agreeing to complete the work within the time hereinabove mentioned, has taken into consideration and made allowances for all the hindrances and delays incident to his work.
- (11) No alterations shall be made in the service as shown or described herein, except on the written authorization of the OWNER, and when so made, the value of the service added or deducted and any extension or deduction from the time of completion necessitated thereby shall be computed by the VENDOR. The VENDOR shall have no claim for added services, fees or time extension including without limitation, claims for impact damages or costs due to delay, unless such service, fees or time extension is approved in writing, by the OWNER. Any attempted reservation by the VENDOR of a right subsequently to claim any amount, change in service or time extension not stated on the face of a written and approved change order by the OWNER shall be null and void.

(12) The VENDOR will carry the following types of insurance in the limits specified with the following entities identified as additional insured to include:

HAMPTON RIDGE DEVELOPERS, LLC

<u>INSURANCE</u>	<u>LIMITS</u>
COMPREHENSIVE GENERAL LIABILITY	\$ 500,000
AUTOMOBILE LIABILITY	\$ 500,000
EXCESS LIABILITY	\$1,000,000
WORKMEN'S COMPENSATION	
EACH ACCIDENT	\$ 100,000
DISEASE/POLICY LIMIT	\$ 500,000
DISEASE/EACH EMPLOYEE	\$ 100,000

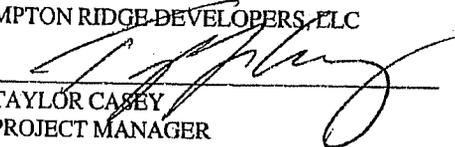
- If the VENDOR does not carry Workmen's Compensation Insurance, Owner may immediately cancel this Contract or, at its option and in its sole discretion provide such coverage under OWNER's policy until VENDOR obtains such coverage. All costs of said coverage shall be paid by VENDOR to OWNER. If Contractor shall fail to reimburse OWNER for the cost of the aforementioned coverage within three (3) days from the time OWNER notifies Contractor of the charge for such coverage, OWNER may reimburse itself from any funds thereafter due to Contractor from Owner. VENDOR shall provide OWNER with a Certificate of all Insurance specified above prior to the date for the commencement of work specified in Paragraph 4 of this Agreement and such certificate shall contain a provision requiring thirty (30) days notice to OWNER prior to any cancellation or modification hereof.
- (13) VENDOR shall give all notices and comply with all laws, ordinances, rules and regulations and orders of any public authority bearing on the performance of the service.
- (14) Any deficiencies in the service as a direct result of the VENDOR'S negligence shall be corrected at the expense of the VENDOR. Payments otherwise due may be withheld by OWNER on account of service deficiencies not remedied by the VENDOR. VENDOR will promptly reimburse OWNER for all damages, if any, resulting from any negligent and uncorrected services. OWNER'S approval, acceptance or use of or payment for any negligently performed services shall not alter VENDOR'S obligation hereunder.
- (15) Should the VENDOR fail in any respects to provide the service with promptness and diligence, or fail in the performance of any agreement on his part herein contained, the OWNER shall have the right to cancel this Agreement after 48 hours written notice to the VENDOR. In the event of contract cancellation, the VENDOR shall be paid for those services provided under this agreement found acceptable by the OWNER and in

accordance with the payment schedule defining the value of service herein set forth on Exhibit A attached hereto and OWNER shall not be required to pay VENDOR any "profit" or otherwise compensate VENDOR for any amounts in excess of the amount due VENDOR as determined in accordance with the attached schedule. No payment shall be required by the Owner for omitted or deficient services by the VENDOR upon contract cancellation. VENDOR shall reimburse OWNER for reasonable attorney's fees incurred by reason of VENDOR'S failure to perform its obligations under this Agreement.

- (16) The OWNER has designated James Harvey to act as OWNER'S representative regarding the administration of this Agreement and is hereby authorized by OWNER to direct the activities of VENDOR so defined in this Agreement. VENDOR agrees to recognize said OWNER'S representative and convey all OWNER/VENDOR communications through him.
- (17) VENDOR shall not let, assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of the OWNER.
- (18) VENDOR hereby indemnifies and holds OWNER harmless from against any claims, damages, liens, losses and expenses including but not limited to attorney's fees, arising out of or resulting from the VENDOR'S subcontractor's material men or otherwise canceled of record within ten (10) days of the date thereof, at no expense to OWNER and VENDOR shall indemnify and hold OWNER harmless from any costs or expenses incurred by OWNER in connection therewith, including reasonable attorney's fees.
- (19) VENDOR hereby assigns to OWNER any and all claims against third parties for damages incurred by OWNER which arise in connection with VENDOR'S performance of this Agreement.
- (20) All negotiations and agreements prior to the date of this Agreement not included in this Agreement are hereby voided.
- (21) In the event of conflict of terms as may appear between the VENDOR'S proposal and the Agreements set forth herein by the OWNER the OWNER'S requirements shall prevail.
- (22) Upon forty-eight (48) hours notice to VENDOR, VENDOR shall give OWNER free access to and allow OWNER to inspect all of VENDOR'S financial records as it pertains to work associated with this contract, including but not limited to all accounts payable and receivable, balance sheets, income statements, tax returns or other documents relating to VENDOR'S financial condition.
- (23) Special Stipulations:
- (24) This Agreement shall be construed with and governed by the laws of the State of Florida.

PLEASE REFERENCE CONTRACT #4166 IN ALL BILLING AND CORRESPONDENCE IN CONJUNCTION WITH THIS AGREEMENT.  
OWNER:

HAMPTON RIDGE DEVELOPERS, LLC

BY:  DATE: 8/23, 2006  
TAYLOR CASEY  
PROJECT MANAGER

BY: \_\_\_\_\_ DATE: \_\_\_\_\_, 2006  
JAMES P. HARVEY  
REGIONAL MANAGER

VENDOR:  
BY:  DATE: 8/24/06, 2006  
S.R. Vice President  
TITLE

EXHIBIT "A"  
 TO  
 SERVICE CONTRACT AGREEMENT  
 BETWEEN  
HAMPTON RIDGE DEVELOPERS, LLC. - OWNER, AND  
COASTAL ENGINEERING ASSOCIATES, INC. - #4166 - VENDOR

<u>JOB</u>	<u>TASK #</u>	<u>PHASE #</u>	<u>CONTRACT AMOUNT</u>
A plat boundary and monumentation consistent with FAC, plat preparation, submittal, signature signoff and plat recording	<del>2003A-35</del>	PHASE 3A	17,500.00
Setting of all permanent control points and all lot corners (29+/-) lots within the time required by state/local agencies	2003A-35	PHASE 3A	4,350.00
<b>TOTAL</b>			<b>\$ 21,850.00</b>

RECEIVED  
JUL 28 2006  
Hally B

# Coastal Request For Authorization

Engineering  
Planning  
Surveying  
Environmental  
Construction Management  
engineering associates, inc.

966 Candlelight Boulevard • Brooksville, Florida 34601  
(352) 796-9423 • Fax (352) 799-8359  
e-mail: coastal@coastal-engineering.com  
www.coastal-engineering.com

To: Taylor Casey, Landmar Group, LLC Date: July 28, 2006 NPW PA 3A  
From: Tom Mountain Project: 05416 / LandMar Contract #4089  
Re: Southern Hills Plantation Phase 2 and 3A - Separate Platting of Phase 3A  
~~CHANGE ORDER~~ A1166

General

As provided in the original contract dated 3/17/05 and per the understanding between Cliff Manuel and Jim Harvey with the approval of Change Order #4 dated 6/26/06, the above referenced project was to be constructed and platted in one phase. However, with the request of the Client to proceed and finalize final platting of Phase 3 alone and the completion of such services by Coastal, additional services are required in order to provide the separate platting of Phase 3A

Project Description:

Platting, lot corner and permanent control point (PCP) staking for above mentioned project.

Scope of Work

COASTAL will provide:

- 1. A plat boundary and monumentation consistent with F.A.C. Chapter 61G17-6, plat preparation, submittal, signature signoff and plat recording.
- 2. Setting of all permanent control points and all lot corners (29 lots +/-) within the time required by state and/or local requirements.

Summary of Fees

COASTAL will be paid the following fees:

- 1. Professional Fee - Item 1 of scope \$17,500.00 Lump Sum Contract
- 2. Professional Fee - Item 2 of scope \$4,350.00 Lump Sum Contract
- 3. Reimbursable -- Per Attached Schedule of Professional Fees

\*NOTE: Agency Fees.....1.15 of Direct Agency Cost

Unless modified by this addendum, all other terms and conditions of our original contract shall remain in effect.

If the above scope and fees meet with your approval, please indicate in the space provided below and return a signed copy.

July 28, 2006

AUTHORIZED: (please Sign and Fax to 352-796-9483)

BY: Tyler J. Casey

SIGNATURE: Tyler J. Casey

DATE: 9/29/06

copies: Project Manager  
Accounting  
File

*FINAL PLAT IS REQUIRED NO LATER  
THAN 9/30/06 TJC*

Project 06916-09  
CO # 1



19850 Southern Hills Boulevard Brooksville, FL (352) 799-9898 (352) 799-9897 Fax

To: Coastal Engineering Associates, Inc. Number: 1

Job Name/ Location: Phase 3A Survey Services

Existing Contract Number: # 4166

Date of Existing Contract: August 21, 2006

Phone (Contractor): 352-796-9423

Date: August 20, 2007

We hereby authorize the change (s) specified below:

JOB	EXTRA	TASK #	DESCRIPTION	PHASE #	CHANGE ORDER AMOUNT
050-008	2003	2-020-02	Survey Services	3	\$ 7,500.00
050-008					
050-008					
050-008					
050-008					
TOTAL					\$ 7,500.00

NOTE: This Change Order becomes part of and in conformance with the existing contract. Reference (8) (b)

WE AUTHORIZE CONTRACTOR TO MAKE CHANGE (S)  
Specified above at this price.....\$ 7,500.00  
Total Change Orders To Date.....\$ 0.00

Authorization Signature (Owner)

Previous Contract Amount: \$ 21,850.00

Revised Contract Amount: \$ 29,350.00

ACCEPTED- The above prices and specification of this Change Order are Satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.  
Date of Acceptance:

Signature of Contractor:

Date:

8/30/07



968 Candlelight Boulevard • Brooksville • Florida 34601  
(352) 796-9423 • Fax (352) 799-8359  
e-mail: coastal@coastal-engineering.com  
www.coastal-engineering.com

## Request For Authorization

To: Taylor Casey – LandMar Group, LLC Date: 08/06/07  
From: Marc Hall Coastal Job# 05416 06916-09  
Re: Southern Hills Plantation Phase 3A Survey Services

### GENERAL:

All terms and conditions of Coastal's primary/original contract with Client dated 06/26/06 shall be considered current and applicable to this RFA.

#### A. SCOPE OF WORK:

1. Preliminary plat preparation and submittal of eight (8) lots and associated drainage facilities.
2. Final plat preparation and submittal, including signature sign-off and recording of eight (8) lots (Lots 1-8, Block 19 of the original Phase 3A plat) of approved preliminary plat.

#### B. TIME OF PERFORMANCE:

1. Commence Work – Upon receipt of signed contract

#### C. AMOUNT:

1. Professional Fee – Lump Sum \$7,500.00
2. Reimbursable – As Per Attached Schedule of Professional Fees

Unless modified by this addendum, all other terms and conditions of our original contract shall remain in effect.

If the above scope and fees meet with your approval, please indicate in the space provided below and return a signed copy.

AUTHORIZED: (please Sign and Fax to 352-799-8359)

BY:

SIGNATURE:

DATE:

copies: Project Manager  
Accounting  
File

Address: LandMar Group, LLC  
19850 Southern Hills Blvd.  
Brooksville, FL 34601-5517

# Exhibit F

## Exhibit F-1

### Project Description

Pursuant to the City of Brooksville, Florida Development Agreement for Hampton Ridge Project (May 28, 2003) and subsequent Second Amendment (November 29, 2004) between the City of Brooksville (City) and Hampton Ridge Developers, LLC (HRD), design and permitting of an expansion of the Cobb WRF's treatment capacity from 1.9 mgd to 3.0 mgd including added reclaimed water treatment ability was completed in August 2006. In addition, the reclaimed water transmission system improvements between the Cobb WRF and the Hampton Ridge Project (Southern Hills Plantation) were designed, permitted and constructed. The completion of these proposed WRF improvements were postponed, however, pursuant and the Cobb Road WRF Agreement (December 21, 2006 and subsequent Amended and Restated Cobb Road WRF Agreement (April 21, 2008). Whereas HRD has completed the reclaimed water transmission system, the company no longer has the financial ability to fulfill its obligation to complete the construction of the proposed Cobb WRF improvements. The Cobb WRF FDEP domestic waste permit will expire August 10, 2011.

In addition, the City would like to complete the reclaimed water components necessary to treat the current rated capacity of the Cobb WRF in order to begin supplying reclaimed water to Southern Hills Plantation. The Project involves the renewal and modification of the FDEP permit and the partial completion of the planned 3.0-mgd expansion of the WRF to place the proposed reclaimed water treatment system components into operation (Phase 1).

#### *Cobb Road WRF Permit Renewal and Modification*

The FDEP will require the reuse operating protocol to be updated. The protocol will address a number of issues, such as how substandard water is detected, rejected, the plant recovered, and what steps have to be taken before reuse can recommence. The issue of staffing, alarms and operator notification are also addressed. The discharge system must be controlled in accordance to overflow receiving ponds, required telemetry and offsite coordination included with Southern Hills.

#### *Cobb Road WRF Reclaimed Water System Improvements*

The current engineering plans for the Cobb WRF as prepared are for the complete expansion of the treatment plant from 1.9 MGD to 3 MGD. To break this into two phases, the drawings need to be revised to show what parts are constructed now (Phase I) and what parts will be constructed later (future Phases).

For the process mechanical drawings, the proposed phased construction impacts a number of drawings, such as yard piping, filters, disinfection system improvements, pumping and storage. The drawings need to be edited as required to show the limits of the first phase of construction, with the objective of completing the first phase so

subsequent addition of the plant expansion can be readily facilitated without major rework.

For the electrical drawings, Coastal will solicit and provide revised and updated electrical drawings to accomplished phased construction via a qualified sub-consultant.

The structural drawings for the equipment pads and foundations used for the reuse system can be utilized as is, and the components will not be deleted from the construction set.

*Southern Hills Plantation Reclaimed Water Land Application System*

The ground water monitoring plan will need to be completed, which requires the completion of a Reclaimed Water Land Application System Report for the Southern Hills Plantation reclaimed water use irrigation site. This report will be included in the permit application. Monitor wells will need to be installed and the groundwater monitor well completion reports and test data will have to be assembled and transmitted to FDEP upon completion of construction of the Cobb WRF improvements and prior to delivery of reclaimed water to the Southern Hills Plantation site.

The drilling and installation of the proposed monitoring wells and the required water sampling and laboratory testing is to be completed the developer of Southern Hills Plantation. Likewise, the design, permitting, and construction of required remaining reclaimed water distribution and storage components for Southern Hills Plantation site including required telemetry at Southern Hills Plantation and communications link to Cobb WRF is to be completed in accordance with the applicable agreement associated with third party entities associated the Southern Hills Development.

## Exhibit F-2

### Scope of Work

General: Coastal Engineering Associates, Inc. (COASTAL) consistent with our contract dated November 8, 2004 with Hampton Ridge Developers, LLC agrees to the following modified scope of work required to complete Phase I of the plans and specifications labeled "Cobb Road Water Reclamation Facility Expansion from 1.9 MGD to 3.0 MGD", dated October 26, 2006, the Project.

- I. Release of any further claims to the plans and specifications previously prepared for Hampton Ridge Developers, LLC to the City of Brooksville other than design Engineer of Record.
- II. Design and Permitting
  - A. Consistent with Florida Statutes establish Engineering of Record responsibilities on behalf of the City of Brooksville with permitting agencies to complete phased reuse improvements at the Project.
  - B. Construction Documents – Revise and assign construction plans and specifications consistent with City approved modifications for phased installation of re-use facilities for the Project.
  - C. Permitting and Processing – Prepare and submit documents and applications together with applicable responses to appropriate agency requests for additional information for the following permits:
    1. Permitting as required through Hernando County Development Department.
    2. Permitting as applicable with the Southwest Florida Water Management District.
    3. Coordination with FDEP to provide record drawings and related calculations to demonstrate compliance with Florida Department of Environmental Protection FDEP permit renewal/modification application for FDEP Permit FLA012036.
    4. Compliance Code Review submittals to applicable agencies.
    5. Design and permitting of required reclaimed water distribution and storage components at proposed land application site (Southern Hills Plantation) including required telemetry at Southern Hills Plantation and communications link to Cobb WRF.

III. Construction Review – Provide services related to Phase 1 construction of the Cobb Road WRF including:

- A. Scheduled visits as appropriate to the stage of construction (Not Resident).
- B. Attend progress meetings.
- C. Review monthly payment applications and change orders for approval.
- D. Review shop drawings and submittals.
- E. Provide engineering consultation and advice during construction. Review of value engineering possibilities.
- F. Prepare Record Drawings and Notice of Completion to FDEP.
- G. Compile update to plant O&M manual.
- H. Post startup visit operator support with FDEP/City operational protocol. Certify Operational Protocol to the FDEP.
- I. All duplication and copying costs are included. The City shall receive two final copies of the Record Drawing and all FDEP submittals.
- J. Provide preliminary geotechnical testing under area of proposed on-site reuse storage tank. Review borings for any foundation concerns.

Note: Construction and related observation of the required reclaimed water distribution and storage components at proposed land application site (Southern Hills Plantation) including required telemetry at Southern Hills Plantation and communications link to Cobb WRF shall be the responsibility of others in accordance with the direction of the City of Brooksville.

IV. Re-use Disposal Protocol and coordination services for the implementation of the approved groundwater monitoring plan within the Southern Hills Plantation site listed in Part III of FDEP Permit FLA012036 for the Cobb Road WRF include:

- A. Review and provide updates to the following documents in support of the City's approved phased construction of the Project.
  - 1. Engineering Report, supporting the City of Brooksville operating protocol for re-use disposal within the Southern Hills Community.
  - 2. Prepare a Reclaimed Water Land Application System Report in accordance with FDEP requirements.
- B. Confirm suitability of permitted monitoring well sites with the FDEP and Southern Hills Plantation and revise the well location plan if required.
- C. Prepare a minimum scope of services for monitoring well installation by the others.
- D. Contact FDEP to revise the monitoring plan if necessary, and coordinate installation of required monitoring wells with Southern Hills.
- E. Compile permit compliance information including a well location plan, FDEP and WMD well completion reports, WMD well permit applications, and survey documentation.

Note: Monitoring well location drilling, survey, water sampling, laboratory testing, and other required offsite construction required to satisfy FDEP permit requirements shall be completed by others in accordance with the direction provided by the City; scope and fee is not included in this proposal.

- V. The CITY will provide:
  - A. Necessary and relevant copies of maps, plats, aerial photographs and other available information and data pertinent to the project design which the CITY may have in its possession.
  - B. Payment of all fees relating to filing of all permits.
  - C. Discharge Monitoring Reports from 2006 to the present.
  - D. Sludge hauling agreement/AgUse plan, flow meter calibration, backflow preventer test report.
  - E. Public notices if required.
  - F. Backflow Prevention Control documentation.

Summary of Fees:

- I. Design, Permitting and Construction .....Lump Sum: \$184,000.00

# Exhibit G



## AGENDA ITEM MEMORANDUM

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

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

**From:** Janice L. Peters, CMC, City Clerk  
Telina Dowdell, Human Resources

**Subject:** Official Policy 1-2011 - Tobacco Use

**Date:** September 19, 2011

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### **GENERAL SUMMARY / BACKGROUND:**

As previously directed by Council, staff has re-surveyed employees, as well as the tenants on the third floor, regarding their thoughts on the subject of tobacco use.

Judging by the feedback received from City employees, a majority agreed with going tobacco-free, however there are some who disagree. Additionally, the Children's Home Society employees on the 3<sup>rd</sup> floor, when polled, were against a completely tobacco-free workplace preferring instead a specific smoking area.

The policy being presented to Council:

- Prohibits the use of all tobacco products in and on City owned or leased premises, except in designated areas.
- Prohibits smoking in City owned vehicles and employee's personal vehicles when such vehicle is being used to transport others in conjunction with City business.
- Prohibits the hiring of new applicants/employees, who are current smokers or users of tobacco products. New hires will be required to sign a "non-tobacco use" affidavit.
- Encourages current employees to participate in smoking cessation programs.

Should Council elect to proceed, the policy would take effect upon approval by Council.

### **BUDGET IMPACT:** \$

There is no immediate budget impact as a result of the adoption of the proposed policy, however, over the long term it may result in decreased costs of insurance due to reduced smoking related medical issues of employees.

### **LEGAL REVIEW:**

*JLP*  
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 setting policy for the operations and management of City employees.

### **STAFF RECOMMENDATION:**

Staff recommends Council consideration of approval and adoption of Official Policy 1-2011.

**ATTACHMENTS:** Proposed Policy & New-hire Affidavit

**CITY OF BROOKSVILLE  
OFFICIAL POLICY  
1-2011**

**TOBACCO USE POLICY**

I. POLICY

Due to acknowledged hazards from exposure to environmental tobacco smoke, it shall be the policy of the City to provide a tobacco free environment for all employees and visitors. This policy covers the smoking of any tobacco product and the use of smokeless or "spit" tobacco to both employees and nonemployee visitors of City while on City premises.

II. DEFINITIONS

- A. City Premises is defined as all buildings, recreation areas, parks, entrances/exits, parking lots, City vehicles, personal vehicles when used to transport others in conjunction with City business, and sidewalks adjacent to City property.
- B. Tobacco Products is defined to include any product that is labeled to contain tobacco and extended to non labeled items such as cigarettes, cigars, chewing tobacco, snuff, pipes, bidis, loose tobacco, rolled cigarettes, or other non-descript products that may contain tobacco.

III. PROCEDURE

A. Prohibited Activities

- 1. Smoking and the use of all tobacco products are prohibited in and on City owned or leased premises, except in designated areas.
- 2. Smoking and the use of all tobacco products are prohibited in and on City vehicles or equipment.
- 3. Employees are prohibited from smoking in their personal vehicle when such vehicle is being used to transport others in conjunction with City business.

B. Communication

- 1. Employees are responsible for becoming familiar with this policy and for notifying their Supervisor of any questions.
- 2. The policy is communicated to visitors through signs posted throughout City premises and by the visitors' employee-host who has arranged the visit to City premises.
- 3. Employees are informed about the policy at New Employee Orientation.

C. Smoking Cessation Programs

The City will encourage current employees who are users of tobacco products to participate in Smoking Cessation Programs.

D. Employment Matters

1. Human Resources shall advise applicants for employment of the policy.
2. Upon the effective date of this policy, applicants for employment who are a current smoker or user of tobacco products shall not be hired. Employees employed at the time this policy becomes effective will be exempt from this particular provision of the Tobacco Use Policy with respect to current employment and any promotional or transfer opportunity.
3. Employees who smoke or use tobacco products at the time this policy becomes effective are strongly encouraged to participate in a Smoking Cessation Program.

**ESTABLISHED BY THE CITY MANAGER FOLLOWING DIRECTION OF CITY COUNCIL AT THEIR \_\_\_\_\_, 2011 MEETING:**

**CERTIFIED POLICY NO. 1-2011:**

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



DATE: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

DATE OF EMPLOYMENT: \_\_\_\_\_

POSITION: \_\_\_\_\_

I, the undersigned, have been advised of the City's Tobacco Use Policy and in signing do hereby certify that I do not currently use tobacco products of any sort (to include cigarettes, cigars, chewing tobacco, snuff, pipes, bidis, loose tobacco, rolled cigarettes, or other non-descript product that may contain tobacco) and that I will not start usage of same during the course of my employment. I understand the provisions of the policy and am aware that non-compliance may result in disciplinary action up to and including termination of employment.

\_\_\_\_\_  
Employee Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness of Signature

Date: \_\_\_\_\_



AGENDA ITEM 6-5  
9/19/11

## AGENDA ITEM MEMORANDUM

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

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

**FROM:** Steve Baumgartner, Finance Director

**SUBJECT:** Fund Balance Policy in accordance with GASB 54

**DATE:** September 7, 2011

**GENERAL SUMMARY/BACKGROUND:** In February 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund type Definitions*. This new standard has substantially altered the categories and terminology used to describe the fund balance in governmental funds. The intent of the statement is to provide the users of the financial statements clearer information to understand the extent to which the City is bound to honor constraints on the specific purposes for which amounts in the fund balance can be spent.

The attached policy has four distinct sections: fund type definitions, fund balance reporting categories, operational guidelines and implementation. Sections one and two are directly from the GASB statement requirements. Section three sets forth specifics on the classifications, how encumbrances will be addressed (not double counted), the priority in which the fund balances will be used by category, a minimum unassigned fund balance (3%), a maximum fund balance (20%), how deficiencies will be replenished and how surpluses are to be spent. The final section authorizes the City Manager to implement the policy.

Please note we are recommending 3% minimum unassigned fund balance of our budgeted expenditures. We would prefer to recommend 5%, but currently the General Fund unassigned Reserves is expected to end with approximately \$225,000 at 9/30/11 and 3% of our FY2010/11 Budgeted and amended expenditures (\$7,439,358 times 3%) is \$223,181.

Also, we would like to point out that the General Fund does have other cash reserves available which City Council in discussions have said could be used if needed which is the General Fund's share of the Vehicle Replacement Fund which is approximately \$800,000 at 9/30/11. The General Fund's monies in Vehicle Replacement would raise the reserves to approximately 14%.

This week, our Auditor, Mary Beth Gary, has reviewed the Fund Balance Policy and approved the Policy as it is presented to City Council.

**BUDGET IMPACT:** GASB 54 impacts the presentation of the City's financial statements.

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

**STAFF RECOMMENDATION:** Staff recommends Council consideration for approval of the attached policy.

City of Brooksville Financial Management Program

CITY OF BROOKSVILLE,  
FL  
FINANCIAL MANAGEMENT PROGRAM

FUND BALANCE POLICY IN ACCORDANCE WITH  
GASB 54

## FUND BALANCE POLICY IN ACCORDANCE WITH GASB 54

**Purpose:** The following policy has been adopted by the City Council in order to address the implications of the Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Definitions*. The policy is created in consideration of unanticipated events that could adversely affect the financial condition of the City and jeopardize the continuation of necessary public services. This policy will ensure that the City maintains adequate fund balances and reserves in order to:

- a.) Provide sufficient cash flow for daily financial needs,
- b.) Secure and maintain investment grade bond ratings,
- c.) Offset significant economic downturns or revenue shortfalls, and
- d.) Provide funds for unforeseen expenditures related to emergencies.

This policy and the procedures promulgated under it supersede all previous regulations regarding the City's fund balance and reserve policies.

**Fund Type Definitions:** The following definitions will be used in reporting activity in governmental funds across the City. The City may or may not report all fund types in any given reporting period, based on actual circumstances and activity.

The **general fund** is used to account for all financial resources not accounted for and reported in another fund.

**Special revenue funds** are used to account and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specific purposes other than debt services or capital projects.

**Debt service funds** are used to account for and report all financial resources that are restricted, committed or assigned to expenditures for principal and interest.

**Capital project funds** are used to account for and report all financial resources that are restricted, committed or assigned to expenditures for capital outlays, including acquisition or construction of capital facilities and other capital assets.

**Permanent funds** are used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the City's purposes.

**Fund balance reporting in governmental funds.** Fund balance will be reported in governmental funds under the following categories using the definitions provided by GASB Statement No. 54:

**Non-spendable fund balance** – Includes amounts that cannot be spent because they are either a.) not in spendable form or b.) legally or contractually required to be maintained intact. Examples of Non-spendable fund balances are inventory and long-term receivables. (*A current example is the City does carry Prepaid Expenses in the General Fund.*) Non-spendable amounts will be determined before all other classifications and consist of the following items (as applicable in any given fiscal year):

- The City will maintain a fund balance equal to the value of inventory balances and prepaid items (to the extent that such balances are not offset with liabilities and actually result in fund balance)
- The City will maintain a fund balance equal to the corpus (principal) of any permanent funds that are legally or contractually required to be maintained intact.

## City of Brooksville Financial Management Program

- The City will maintain a fund balance equal to the balance of any land or other non-financial assets held for sale.

**Restricted fund balance** – Includes amounts that can be spent only for the specific purposes stipulated by the constitution, external resource providers, or through enabling legislation. There are no restricted fund balance reserves in the General Fund. *(A current example is the reserves in the Debt Service Fund for the 2011 Revenue Note; these are restricted by Loan covenants with SunTrust for annual debt service payments.)*

**Committed fund balance** – Includes amounts that can be used only for the specific purposes determined by a formal action of the City Council, the City's highest level of decision making authority. Commitments may only be removed or changed by the City Council taking the same formal action that imposed the constraint. The commitment action should occur by the end of the fiscal year. *(A current example is the City Council has committed in the preliminary 11/12 Budget \$50,000 for future Police Pension expenses.)*

**Assigned fund balance** – Includes amounts intended to be used by the City for specific purposes but do not meet the criteria to be classified as restricted or committed. In governmental funds other than the general fund, assigned fund balance represents the remaining amount that is not restricted or committed. The City Council delegates the City Manager the authority to assign amounts to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund. The designated carry forward fund balance reserve is assigned by the City as set forth in the annual budget and any subsequent budget amendments.

**Unassigned fund balance** – Includes the residual classification for the City's general fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

**Operational guidelines.** The following guidelines address the classification and use of fund balance in governmental funds:

**Classifying fund balance amounts** – Fund balance classifications depict the nature of the net resources that are reported in a governmental fund. An individual governmental fund may include non-spendable resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The general fund may also include an unassigned amount.

**Encumbrance reporting** – Encumbering amounts for specific purposes for which resources have already been restricted, committed or assigned should not result in separate display of encumbered amounts. Encumbered amounts for specific purposes for which amounts have not been previously restricted, committed or assigned, will be classified as committed or assigned, as appropriate, based on the definitions and criteria set forth in GASB Statement No. 54.

**Prioritization of fund balance use** – When expenditure is incurred for purposes for which both restricted and unrestricted (committed, assigned, or unassigned) amounts are available, it shall be the policy of the City to consider restricted amounts to have been reduced first. When an expenditure is incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used, it shall be the policy of the City that the committed amounts would be reduced first, followed by assigned amounts and then unassigned amounts.

## City of Brooksville Financial Management Program

Minimum unassigned fund balance – The City will maintain a minimum unassigned fund balance in its General Fund of 3% of the current year's budgeted expenditures and outgoing transfers. This minimum fund balance is to protect against cash flow shortfalls related to timing of projected revenue receipts and to maintain a budget stabilization commitment.

Replenishing deficiencies in the General Fund – When fund balance falls below the minimum 3%, the City will replenish shortages/deficiencies using the budget strategies and timeframes described below.

- The City will reduce recurring expenditures to eliminate any structural deficit or,
- The City will increase revenues or pursue other fund sources, or,
- A combination of the two options above.

Minimum fund balance deficiencies shall be replenished within the following time periods:

- A deficiency resulting in a minimum fund balance below 3% of the subsequent year's budgeted expenditures and outgoing transfers shall be replenished over a period not to exceed one year.

Surplus fund balance – Fund balance will be considered a surplus if over 20% of the subsequent year's budgeted expenditures and outgoing transfers. Should unassigned fund balance of the General Fund ever exceed 20%, the City will consider such fund balance surpluses for one-time expenditures that are non-recurring in nature and which will not require additional future expense outlays for maintenance, additional staffing or other recurring expenditures.

### **Disbursements of Fund Balance Reserves**

Disbursement of funds within the fund balance reserves shall be authorized by a Resolution of the City Council and may be approved by inclusion in the approved annual budget and amendments thereto or shall be authorized pursuant to any Resolutions or procedures adopted by the City Council.

**Implementation and review.** Upon adoption of this policy the City Council authorizes the City Manager to establish any standards and procedures which may be necessary for its implementation. The Finance Director shall review this policy at least annually and make any recommendations to the City Manager. This shall be reviewed as a part of the City's annual budget adoption process and the amounts of restricted, committed, assigned, non-spendable and the minimum level of unassigned fund balances shall be reviewed during this process.



**AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

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

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

**SUBJECT:** PERSONNEL POLICIES AND PROCEDURES

**DATE:** September 12, 2011

**GENERAL SUMMARY:** 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 3.02 On-call Pay.** This proposed policy replaces Chapter XII, Sections 12.12 and 12.13 of the current policy manual. The proposed policy provides for on-call pay of \$10.00 per twenty-four (24) hour period, or portion thereof.
- **Section 5.01 Communications and Cell Phone Use.** This proposed policy replaces Chapter I, Section 1.09 Use of City Assets of the current policy manual. The proposed policy provides for the use of any city issued communications device including radios and cell phones.
- **Section 7.06 Military Leave.** The City Council approved a revised military leave policy in February 2009; however, additional revisions to the policy are being proposed to help clarify the application of certain state and federal military leave provisions.
- **Section 7.08 Leave of Absence Without Pay.** This proposed policy replaces Sections 6.06 and 6.11 of the current policy manual.

**BUDGET IMPACT:** *SB* There is no budget impact as a result of the adoption of the proposed policies on communications and cell phone use or leave of absence without pay. However, a nominal budget impact may occur with the adoption of the on-call pay policy.

JCR

**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 Council consideration of approval and adoption of the personnel policies as proposed. The policies, if adopted, shall become effective immediately; 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:**
- a) Section 3.02 On-call Pay
  - b) Section 5.01 Communications and Cell Phone Use
  - c) Section 7.06 Military Leave
  - d) Section 7.08 Leave of Absence Without Pay

# Attachment A

Section 3.02  
On-call pay

## SECTION 3.02 ON CALL PAY

(Replaces chapter XII, Sections 12.12 On-Call Personnel and  
12.13 Emergency Scheduling and Compensation)

### I. POLICY

The City pays certain Employees under certain conditions for being on-call and being available to be called in to work during an emergency or as needed.

### II. DEFINITIONS

None.

### III. PROCEDURE

A. On Call Duty. Upon the approval of the City Manager, or designee, certain Employees may be utilized by the Department Director, or designee, to perform “on-call” duties.

1. “On Call” duties may require the Employee to remain accessible for call in purposes.
2. The “On-Call” Employee shall not be inhibited in freedom of travel or presence in any particular location other than the requirement that such Employee shall at all times during periods of “on-call” be able to respond within the City within a time period which shall be established by the Department Director, or designee.
3. On-call time occurs during other than normal hours of operation. Since the Employee may travel freely during periods of “on-call” time, subject to the restrictions noted above, the Employee’s time for a assignment of “on-call” status is not compensable as Hours Worked, unless the Employee is actually Called-In to work.

B. On Call Pay. Employees receive pay for being placed in an “On-call” status.

1. An “On Call” Employee will be paid \$10.00 for each 24-hour period, or portion thereof, during which the Employee was “On-Call” (“On Call Pay”).
2. On Call Pay is not associated with nor considered regular pay for accrual or calculation of any benefits.
3. An Employee who is On Call may be Called In to perform work. If an On Call Employee is called in and performs work, the Employee is not in an

“On Call” status while working; and for any Hours Worked, the Employee will be compensated at his or her regular rate of pay.

- C. Disciplinary Action. Failure of the Employee, designated as “On Call,” to respond timely when called may result in a forfeiture of payment for the “on-call” period, may result in ineligibility for future “on-call” assignments; and may subject the Employee to disciplinary action up to and including termination.

# Attachment B

Section 5.01  
Communications & Cell Phone Use

**SECTION 5.01 COMMUNICATIONS AND CELL PHONE USE**  
(Replaces Chapter I, Section 1.09 Use of City Assets)

I. POLICY

The City will communicate information to Employees through written and verbal communication mediums including bulletin boards, telephone communication and electronic media. The City may deem it necessary for efficient operations to authorize the use of or provide communication devices for Employees for their use for City business.

II. DEFINITIONS

- A. Communication Device shall mean desk telephones, cells phones, personal digital assistants (PDA), two-way radios, TDD machines, and other portable communication devices.

III. PROCEDURE

- A. Employees are responsible for regularly checking and reading the bulletin board, City emails, and for following the rules, regulations and instructions posted thereon.
- B. Communications to Employees must be approved in advance by the City Manager, or designee. Employees will not post anything on Bulletin Boards without prior written approval by the Department Director, or designee.
- C. Authorized Use of City Issued Communication Devices
  - 1. Employees shall not use City Issued Communication Devices for personal business, unless otherwise authorized or approved in advance by the Department Director, designee.
  - 2. Employees are responsible for the safekeeping and storage of any City Issued Communication Device and may be responsible for the replacement cost or repair of the device in the event it is damaged or lost as a result of the Employee's own negligence or abuse.
- D. Return of City Issued Communication Devices Upon Separation. Employees are required to return any and all Communication Devices upon separation of employment. See the City's policy on Separation of Employment.

# Attachment C

Section 7.06  
Military Leave

## SECTION 7.06 MILITARY LEAVE (Replaces Section 6.04)

### I. POLICY

The City is committed to protecting the job rights of Employees absent on military leave. In accordance with federal and state law, it is the City's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Employees or prospective employees will not be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Employees will not be subjected to retaliation or adverse employment action because such Employee has exercised his or her rights under this policy. If any Employee believes that he or she has been subjected to discrimination in violation of this policy, the Employee should immediately contact Human Resources.

### II. DEFINITIONS

- A. Active Duty/Service means active duty in the Florida defense force or federal service in training or on active duty with any branch of the Armed Forces or Reservists of the Armed Forces, the Florida National Guard, the Coast Guard of the United States, and service of all officers of the United States Public Health Service detailed by proper authority for duty with the Armed Forces.
- B. Uniformed or Armed Services include Army, Navy, Marine Corps, Air Force, Coast Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.
- C. Service in the Uniformed Services means the performance of duty on a voluntary or involuntary basis in a uniformed service, including: active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, attendance at or for fitness-for-duty exams, funeral honors duty, or duty performed by intermittent employees of the National Disaster Medical System.

### III. PROCEDURE

#### A. Requesting Leave.

- 1. The Employee will provide his or her Department Director, or designee, with notice that the Employee will be engaging in military service, including, where feasible, a copy of the orders directing the

military duty, unless the Employee is prevented from doing so by military necessity. Employees are requested to provide such notice as far in advance as is reasonable under the circumstances, preferably at least thirty (30) days. Failure to provide adequate notice may affect the Employee's rights and benefits under this policy.

2. To request a temporary or extended military leave of absence, the Employee should, unless prevented from doing so by military necessity, obtain a request for Leave Request Form from Human Resources.
3. Human Resources will review and sign the Leave Request Form, collect any applicable insurance premiums from the Employee, generate other applicable documents, and process accordingly.

~~4. Employees on temporary or extended military leave will be paid for the first thirty (30) days of the military leave. After thirty (30) days, Employees on temporary or extended military leave may be paid any or all accrued Vacation or Sick Leave until such balances are exhausted.~~

~~5.4.~~ When the Employee intends to return to work, he or she must make application for reemployment to Human Resources within the application period set forth in this policy.

~~6.5.~~ If the Employee does not return to work the Department Director, or designee, must notify Human Resources so that appropriate action may be taken.

#### B. Types of Military Leave.

1. *Temporary Military Leave.* In addition to the rights and benefits provided to Employees taking Extended Military Leave (as described in this policy), Employees directed to participate in temporary military duties in the Uniformed Services shall be eligible for ~~unpaid~~ paid military leave not to exceed 240 hours in which shall not exceed seventeen (17) working days in any one twelve-month annual period. ~~Benefits will continue during an Employee's temporary military leave as if the Employee had remained in an Active Status.~~

2. *Extended Military Leave.* Employees directed to participate in extended military duties in the Uniformed Services that ~~exceeds seventeen (17) working days~~ 240 hours in any twelve-month period will be placed on an unpaid military leave of absence status for a period of as long as five (5) years and will be entitled to the rights and benefits described in this policy, subject to the procedures described

herein. Employee on Extended Military Leave beyond 240 hours in any twelve-month period may use available paid leave banks, if eligible, until such banks are exhausted.

~~3. For purposes of computing working days, any Employee whose working day consists of a shift measured in hours, each such 12-hour shift or less shall equal one (1) working day leave of absence. All other shifts over twelve (12) hours and up to twenty-four (24) hours shall equal two (2) working days leave of absence.~~

C. Benefits While on Eligible Military Leave.

1. Benefits will continue during an Employee's Temporary Military Leave as if the Employee had remained in an Active Status.

4.2. If an Employee is absent from work due to Extended Military Leave military service, benefits will continue as follows:

~~1.a.~~ An Employee on extended military leave may elect to continue group health insurance coverage for the Employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The Employee must pay, per pay period, the premium normally paid by the employee. After the initial 31 day period, the Employee and covered dependents can continue group health insurance up to 24 months at 102% of the overall (both employer and employee) premium rate. Beginning after the first 31 days of military leave, group health insurance coverage for an Employee and/or an Employee's covered dependents will run concurrently with applicable health insurance coverage under COBRA.

~~2.b.~~ Any group term life/AD&D insurance provided by the City will terminate the day the Employee becomes Active Duty military.

~~3.c.~~ Any group long term disability insurance provided by the City will terminate the day the Employee becomes Active Duty military.

~~4.d.~~ Employees do not accrue Vacation or Sick Leave while on Extended Military Leave of absence status.

5.3. Pension and retirement plan benefits will be provided to Employees who have taken Military Leave in accordance with federal and state statutory requirements and in accordance with specific plan requirements.

6.4. Any voluntary supplemental life/AD&D insurance will terminate the day the Employee becomes Active Duty military. If provided for in the supplemental life/AD&D insurance policy, converting to an individual policy may continue voluntary life/AD&D insurance coverage.

C.D. *Reemployment.* Upon an Employee's prompt application for reemployment (as defined below), an Employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

1. *Less than 91 days of military service* - (i) in a position that the Employee would have attained if employment had not been interrupted by military service; or (ii) if found not qualified for such position after reasonable efforts by the City, in the position in which the Employee had been employed prior to military service.
2. *More than 90 days and less than 5 years of military service* - (i) in a position that the Employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the Employee is qualified to perform; or (ii) if proved not qualified after reasonable efforts by the City, in the position the Employee left, or a position of like seniority, status and pay, the duties of which the Employee is qualified to perform.
3. *Employee with a service-connected disability* - if after reasonable accommodation efforts by the employer, an Employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the Employee will be employed in (i) any other position of similar seniority, status and pay for which the Employee is qualified or could become qualified with reasonable efforts by the City; or (ii) if no such position exists, in the nearest approximation of such position consistent with the circumstances of the Employee's situation.

D.E. *Application for Reemployment.* An Employee who has engaged in military service must, in order to exercise reemployment rights set forth above, submit an application for reemployment according to the following schedule unless other statutory requirements apply:

1. *If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service)* - the Employee must return to work at the beginning of the next regularly scheduled work

period on the first full day after release from Active Duty, taking into account safe travel home plus an eight-hour rest period

2. *If service is for 31 days or more but less than 180 days* - the Employee must submit an application for reemployment to Human Resources no later than 14 days following the completion of Active Duty.
3. *If service is over 180 days* - the Employee must submit an application for reemployment to Human Resources no later than 90 days following the completion of Active Duty.
4. The Employee, upon application for reemployment, will provide military discharge documentation to Human Resources that demonstrate the timeliness of the application for reemployment and length and character of the Employee's military service.

E.F. Exceptions to Reemployment.

1. An Employee's failure to provide timely application for reemployment, as defined within this policy, will forfeit any eligibility for reemployment.
2. In addition to the Employee's failure to apply for reemployment in a timely manner, an Employee is not entitled to reinstatement as described above if any of the following conditions exist:

3.a. The City's circumstances have so changed as to make reemployment impossible or unreasonable.

4.b. The Employee's employment prior to the military service was in a temporary position merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.

5.c. The Employee did not receive an honorable discharge from military service.

G. *General Benefits Upon Reemployment.* Employees reemployed following Military Leave will receive seniority and other benefits determined by seniority that the Employee had at the beginning of the military leave, plus any additional seniority and benefits the Employee would have attained, with reasonable certainty, had the individual remained continuously employed. In addition, an Employee's time spent on active military duty will be counted toward his or her eligibility for FMLA leave once they return to his or her job at the City.

## SECTION 7.06 MILITARY LEAVE (Replaces Section 6.04)

### I. POLICY

The City is committed to protecting the job rights of Employees absent on military leave. In accordance with federal and state law, it is the City's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Employees or prospective employees will not be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Employees will not be subjected to retaliation or adverse employment action because such Employee has exercised his or her rights under this policy. If any Employee believes that he or she has been subjected to discrimination in violation of this policy, the Employee should immediately contact Human Resources.

### II. DEFINITIONS

- A. Active Duty/Service means active duty in the Florida defense force or federal service in training or on active duty with any branch of the Armed Forces or Reservists of the Armed Forces, the Florida National Guard, the Coast Guard of the United States, and service of all officers of the United States Public Health Service detailed by proper authority for duty with the Armed Forces.
- B. Uniformed or Armed Services include Army, Navy, Marine Corps, Air Force, Coast Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.
- C. Service in the Uniformed Services means the performance of duty on a voluntary or involuntary basis in a uniformed service, including: active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, attendance at or for fitness-for-duty exams, funeral honors duty, or duty performed by intermittent employees of the National Disaster Medical System.

### III. PROCEDURE

#### A. Requesting Leave.

- 1. The Employee will provide his or her Department Director, or designee, with notice that the Employee will be engaging in military service, including, where feasible, a copy of the orders directing the

military duty, unless the Employee is prevented from doing so by military necessity. Employees are requested to provide such notice as far in advance as is reasonable under the circumstances, preferably at least thirty (30) days. Failure to provide adequate notice may affect the Employee's rights and benefits under this policy.

2. To request a temporary or extended military leave of absence, the Employee should, unless prevented from doing so by military necessity, obtain a request for Leave Request Form from Human Resources.
3. Human Resources will review and sign the Leave Request Form, collect any applicable insurance premiums from the Employee, generate other applicable documents, and process accordingly.
4. When the Employee intends to return to work, he or she must make application for reemployment to Human Resources within the application period set forth in this policy.
5. If the Employee does not return to work the Department Director, or designee, must notify Human Resources so that appropriate action may be taken.

#### B. Types of Military Leave.

1. *Temporary Military Leave.* In addition to the rights and benefits provided to Employees taking Extended Military Leave (as described in this policy), Employees directed to participate in temporary military duties in the Uniformed Services shall be eligible for paid military leave not to exceed 240 hours in any one twelve-month period.
2. *Extended Military Leave.* Employees directed to participate in extended military duties in the Uniformed Services that exceeds 240 hours in any twelve-month period will be placed on an unpaid military leave of absence status for a period of as long as five (5) years and will be entitled to the rights and benefits described in this policy, subject to the procedures described herein. Employee on Extended Military Leave beyond 240 hours in any twelve-month period may use available paid leave banks, if eligible, until such banks are exhausted.

#### C. Benefits While on Military Leave.

1. Benefits will continue during an Employee's Temporary Military Leave as if the Employee had remained in an Active Status.

2. If an Employee is absent from work due to Extended Military Leave military service, benefits will continue as follows:

- a. An Employee on extended military leave may elect to continue group health insurance coverage for the Employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The Employee must pay, per pay period, the premium normally paid by the employee. After the initial 31 day period, the Employee and covered dependents can continue group health insurance up to 24 months at 102% of the overall (both employer and employee) premium rate. Beginning after the first 31 days of military leave, group health insurance coverage for an Employee and/or an Employee's covered dependents will run concurrently with applicable health insurance coverage under COBRA.
- b. Any group term life/AD&D insurance provided by the City will terminate the day the Employee becomes Active Duty military.
- c. Any group long term disability insurance provided by the City will terminate the day the Employee becomes Active Duty military.
- d. Employees do not accrue Vacation or Sick Leave while on Extended Military Leave of absence status.

3. Pension and retirement plan benefits will be provided to Employees who have taken Military Leave in accordance with federal and state statutory requirements and in accordance with specific plan requirements.

4. Any voluntary supplemental life/AD&D insurance will terminate the day the Employee becomes Active Duty military. If provided for in the supplemental life/AD&D insurance policy, converting to an individual policy may continue voluntary life/AD&D insurance coverage.

D. *Reemployment.* Upon an Employee's prompt application for reemployment (as defined below), an Employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

1. *Less than 91 days of military service* - (i) in a position that the Employee would have attained if employment had not been interrupted by military service; or (ii) if found not qualified for such position after

reasonable efforts by the City, in the position in which the Employee had been employed prior to military service.

2. *More than 90 days and less than 5 years of military service* - (i) in a position that the Employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the Employee is qualified to perform; or (ii) if proved not qualified after reasonable efforts by the City, in the position the Employee left, or a position of like seniority, status and pay, the duties of which the Employee is qualified to perform.
3. *Employee with a service-connected disability* - if after reasonable accommodation efforts by the employer, an Employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the Employee will be employed in (i) any other position of similar seniority, status and pay for which the Employee is qualified or could become qualified with reasonable efforts by the City; or (ii) if no such position exists, in the nearest approximation of such position consistent with the circumstances of the Employee's situation.

E. *Application for Reemployment.* An Employee who has engaged in military service must, in order to exercise reemployment rights set forth above, submit an application for reemployment according to the following schedule unless other statutory requirements apply:

1. *If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service)* - the Employee must return to work at the beginning of the next regularly scheduled work period on the first full day after release from Active Duty, taking into account safe travel home plus an eight-hour rest period
2. *If service is for 31 days or more but less than 180 days* - the Employee must submit an application for reemployment to Human Resources no later than 14 days following the completion of Active Duty.
3. *If service is over 180 days* - the Employee must submit an application for reemployment to Human Resources no later than 90 days following the completion of Active Duty.
4. The Employee, upon application for reemployment, will provide military discharge documentation to Human Resources that demonstrate the timeliness of the application for reemployment and length and character of the Employee's military service.

F. Exceptions to Reemployment.

1. An Employee's failure to provide timely application for reemployment, as defined within this policy, will forfeit any eligibility for reemployment.
2. In addition to the Employee's failure to apply for reemployment in a timely manner, an Employee is not entitled to reinstatement as described above if any of the following conditions exist:
  - a. The City's circumstances have so changed as to make reemployment impossible or unreasonable.
  - b. The Employee's employment prior to the military service was in a temporary position merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
  - c. The Employee did not receive an honorable discharge from military service.

G. *General Benefits Upon Reemployment.* Employees reemployed following Military Leave will receive seniority and other benefits determined by seniority that the Employee had at the beginning of the military leave, plus any additional seniority and benefits the Employee would have attained, with reasonable certainty, had the individual remained continuously employed. In addition, an Employee's time spent on active military duty will be counted toward his or her eligibility for FMLA leave once they return to his or her job at the City.

# Attachment D

Section 7.08  
Leave of Absence Without Pay

**SECTION 7.08 LEAVE OF ABSENCE WITHOUT PAY**  
(Replaces Sections 6.06 and 6.11)

I. POLICY

In the event an Employee is not eligible for any other leave benefit set forth in City policy, the City may, in its sole and absolute discretion, grant other leave without pay to eligible Employees.

II. DEFINITION(S)

None.

III. PROCEDURE

A. Eligibility.

1. Regular, Full-time employees who have completed five (5) or more years of continuous employment may be eligible for leave under this policy.
2. Regular, Full-time Employees who have not completed five (5) or more years of continuous employment are not eligible for this leave.
3. Part-time Employees, Temporary Employees, and Seasonal Employees are not eligible for this leave.

B. Requesting Leave.

1. Leaves of Absence must be requested using the established Leave Request procedure as far in advance as possible prior to the start of the requested leave, but not less than thirty (30) calendar days in advance, unless otherwise approved by the City Manager, or designee.
2. Employees requesting leave under this policy will be required to use all accrued leave benefits, including sick leave (if applicable) while on a Leave of Absence.

C. Authorization for Leave.

1. Approval for Leave Without Pay is subject to departmental policies/practices, and operational issues. Due to scheduling requirements and service delivery standards of City operations, Department Directors may require more advance notice.
2. Approval of Leave Without Pay is in the sole discretion of the Department Director, subject to the approval of the City Manager or designee.

D. Other Provisions.

1. A Leave of Absence Without Pay shall not exceed thirty (30) calendar days.
2. Employees shall not accrue any paid leave benefits while on Leave Without Pay.
3. All other Employee benefits will be administered in accordance with the policies governing eligibility for those benefits while in a non-pay status.

**CORRESPONDENCE-TO-NOTE**  
**REGULAR COUNCIL MEETING – September 19, 2011**

1.     **TYPE:**                     Letter  
       **DATE RECEIVED:**    August 11, 2011  
       **RECEIVED FROM:**    Federal Emergency Management Agency –  
                                  Luis Rodriguez, P.E., Chief Engineering Management Branch  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Flood Elevation Determination / Flood Insurance Rate Map (FIRM)
  
2.     **TYPE:**                     Letter  
       **DATE RECEIVED:**    August 18, 2011  
       **RECEIVED FROM:**    Dept. of Community Affairs - Susan Flemming, Florida Small Cities  
                                  CDBG Program  
       **ADDRESSED TO:**     City Mayor  
       **SUBJECT:**             Plans & Specifications Acceptance – South Brooksville Water Line  
                                  Project – CDBG Program Contract No: 11DB-C5-05-37-02-N11
  
3.     **TYPE:**                     Letter  
       **DATE RECEIVED:**    August 22, 2011  
       **RECEIVED FROM:**    Department of Management Services - Patricia F. Shoemaker  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             2010 Premium Tax Distribution  
                                  City of Brooksville Firefighters' Retirement Trust Fund
  
4.     **TYPE:**                     Letter  
       **DATE RECEIVED:**    August 22, 2011  
       **RECEIVED FROM:**    Department of Management Services - Patricia F. Shoemaker  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             2010 Premium Tax Distribution  
                                  City of Brooksville Police Officers' Retirement Trust Fund
  
5.     **TYPE:**                     Letter  
       **DATE RECEIVED:**    August 24, 2011  
       **RECEIVED FROM:**    Southern Hills Plantation I Community Development District –  
                                  Scott Brizendine, District Manager  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Board Supervisor Scheduled Meetings, Southern Hills Plantation I  
                                  Community Development District
  
6.     **TYPE:**                     Letter  
       **DATE RECEIVED:**    August 24, 2011  
       **RECEIVED FROM:**    Southern Hills Plantation II Community Development District -  
                                  Scott Brizendine, District Manager  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Board Supervisor Scheduled Meetings, Southern Hills Plantation II  
                                  Community Development District

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

7.      **TYPE:**                   Letter  
      **DATE RECEIVED:**    August 24, 2011  
      **RECEIVED FROM:**   Southern Hills Plantation III Community Development District -  
                                  Scott Brizendine, District Manager  
      **ADDRESSED TO:**     City Manager  
      **SUBJECT:**            Board Supervisor Scheduled Meetings, Southern Hills Plantation III  
                                  Community Development District
8.      **TYPE:**                   Letter  
      **DATE RECEIVED:**    August 25, 2011  
      **RECEIVED FROM:**   Federal Emergency Management Agency –  
                                  Luis Rodriguez, P.E., Chief Engineering Management Branch  
      **ADDRESSED TO:**     City Manager  
      **SUBJECT:**            Flood Insurance Study Materials – Flood Insurance Rate Map (FIRM)  
                                  Panels, a FIRM Index, and FIS Report
9.      **TYPE:**                   Letter  
      **DATE RECEIVED:**    August 29, 2011  
      **RECEIVED FROM:**   Dept. of Community Affairs - Jacquelyn W. Dupree, Florida Small  
                                  Cities CDBG & Neighborhood Stabilization Programs  
      **ADDRESSED TO:**     Frankie Burnett  
      **SUBJECT:**            CDBG Agreement 11DB-C5-05-37-02-N11  
                                  Single Source Request for Engineering Services – Approved



# Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:  
19P

August 2, 2011

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

Community: City of Brooksville,  
Hernando County, FL  
Community No.: 120333  
Map Panels Affected: See FIRM Index

Dear Ms. Norman-Vacha:

This is to formally notify you of the final flood elevation determination for you're the City of Brooksville, Hernando County, Florida, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood elevations shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

On September 18, 1986, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) issued a Flood Insurance Rate Map (FIRM) that identified the Special Flood Hazard Areas (SFHAs), the areas subject to inundation by the base (1-percent-annual-chance) flood, in your community. Recently, FEMA completed a re-evaluation of flood hazards in your community. On July 7, 2010, FEMA provided you with Preliminary copies of the Flood Insurance Study (FIS) report and FIRM that identify existing flood hazards in your community, including Base Flood Elevations (BFEs). The proposed BFEs for your community were published in the *Hernando Today* and *St. Petersburg Times* on or about November 26, 2010 and December 3, 2010, and in the *Federal Register*, at Volume 75, pages 67319 through 67321 on November 2, 2010.

The statutory 90-day appeal period, which was initiated on the second newspaper publication date cited above, has ended. FEMA did not receive any appeals of the proposed BFEs during that time. Accordingly, the BFEs for your community are considered final. The final rule for BFEs will be published in the *Federal Register* as soon as possible. The FIRM for your community will become effective on February 2, 2012. Before the effective date, FEMA will send you final printed copies of the FIS report and FIRM.

Because the FIS report establishing the BFEs for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter. Prior to February 2, 2012, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(c) of the NFIP regulations (44 CFR 59, etc.). These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(c) of the NFIP regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of

08-11-11 10:47 AM

CTN  
9-19-11  
D. Rice  
JMM



05-13-11 12:59 IN

STATE OF FLORIDA

# DEPARTMENT OF COMMUNITY AFFAIRS

*"Dedicated to making Florida a better place to call home"*

RICK SCOTT  
Governor

BILLY BUZZETT  
Secretary

August 10, 2011

The Honorable Frankie Burnett  
Mayor, City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601

RE: Plans and Specifications Acceptance – South Brooksville Water Line Project  
Florida Small Cities Community Development Block Grant (CDBG) Program  
Contract Number: 11DB-C5-05-37-02-N11

Dear Mayor Burkett:

We have reviewed the construction bidding documents, received with your CDBG application on November 17, 2010, submitted to satisfy the special condition of the subgrant agreement, which requires submission of these documents to, and their acceptance by, the Department before advertising for construction bids. The documents appear consistent with the application and the work may be advertised for bids. The City is reminded to include a current wage decision in the bidding document prior to advertisement for bids.

The CDBG procurement regulation prohibits the use of single source specifications unless you obtain prior approval from the Department after providing a technical basis for restricting competition. Brand names may be specified only if the documents clearly note that the brand name is used for descriptive purposes, that "equal" equipment or material will be accepted, and that the documents identify the minimum requirements that must be met to establish equality. If it is later determined that the documents contained restrictive specifications, the cost of the equipment or material involved may be disallowed for grant funding. Please ensure that your engineer is aware of these requirements.

Also, please note that geographic preference is prohibited by 24 CFR 85.36 (c) (2). If we later determine that local or geographic preference was used to award a contract, the contract may be disallowed for CDBG funding. Please coordinate with your purchasing staff to ensure that any local or geographic preference language, which may routinely be included in non-CDBG solicitations, is not included in this solicitation.

Should the plans or bid proposal be revised prior to bid opening to add or delete any work or change the location of the work, please submit the revisions to the Department for our review. Other revisions do not need our review.

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-2100  
850-488-8466 (p) 850-921-0781 (f) Website: [www.dca.state.fl.us](http://www.dca.state.fl.us)

COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f)  
HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f)



08-22-11 A11:40 JN

RICK SCOTT  
Governor

DEPARTMENT OF MANAGEMENT  
**SERVICES**

JOHN P. MILES  
Secretary

August 22, 2011

The Honorable T. Jennene Norman-Vacha,  
City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601

Re: **2010 Premium Tax Distribution**  
**City of Brooksville Firefighters' Retirement Trust Fund**

Dear Mayor Norman-Vacha:

The enclosed state warrant in the amount of \$74,233.63 constitutes the revenue due your city under Chapter 175, Florida Statutes, for calendar year 2010. This warrant is to be deposited into the appropriate Firefighters' Retirement Trust Fund immediately, and under no circumstances more than five days after receipt as provided in §175.131, Florida Statutes.

Please acknowledge your receipt and deposit of this revenue by signing this letter and sending a copy to our office at the following address:

Municipal Police Officers' and Firefighters'  
Retirement Trust Funds Office  
Division of Retirement  
Post Office Box 3010  
Tallahassee, Florida 32315-3010

Sincerely,

*Patricia F. Shoemaker*

Patricia F. Shoemaker  
Benefits Administrator  
Division of Retirement

Enclosure

\_\_\_\_\_  
(Mayor's Signature)

\_\_\_\_\_  
(Date)

Copy: Chairman, Firefighters' Retirement Fund

*CPN  
8.19.11  
JN*



DEPARTMENT OF MANAGEMENT  
**SERVICES**

RICK SCOTT  
Governor

JOHN P. MILES  
Secretary

August 22, 2011

The Honorable T. Jennene Norman-Vacha  
City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601

Re: **2010 Premium Tax Distribution**  
**City of Brooksville Police Officers' Retirement Trust Fund**

Dear Mayor Norman-Vacha:

The enclosed state warrant in the amount of \$123,438.89 constitutes the revenue due your city under Chapter 185, Florida Statutes, for calendar year 2010. This warrant is to be deposited into the appropriate Police Officers' Retirement Trust Fund immediately, and under no circumstances more than five days after receipt as provided in §185.11, Florida Statutes.

Please acknowledge your receipt and deposit of this revenue by signing this letter and sending a copy to our office at the following address:

Municipal Police Officers' and Firefighters'  
Retirement Trust Funds Office  
Division of Retirement  
Post Office Box 3010  
Tallahassee, Florida 32315-3010

Sincerely,

Patricia F. Shoemaker  
Benefits Administrator  
Division of Retirement

Enclosure

\_\_\_\_\_  
(Mayor's Signature)

\_\_\_\_\_  
(Date)

Copy: Chairman, Police Officers' Retirement Fund

SOUTHERN HILLS PLANTATION I COMMUNITY DEVELOPMENT DISTRICT

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

08-24-11 11:06 AM

August 20, 2010

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

Re: Southern Hills Plantation I Community Development District

Dear Sir/Madam:

Enclosed is a copy of Resolution 2011-11, designating dates, time and location for the regular meetings of the Board of Supervisors for Southern Hills Plantation I Community Development District for Fiscal Year 2011-2012, in accordance with Section 189.417(1) of the Florida Statutes.

Sincerely

  
Scott Brizendine  
District Manager

Enclosure: Resolution 2011-11

CTN  
9-19-11  
copy: Bill Gieger  
TW

# SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

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

08-24-11 A 11:06 IN

August 23, 2011

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

Re: Southern Hills Plantation II Community Development District

Dear Sir/Madam:

Enclosed is a copy of Resolution 2011-07, designating dates, time and location for the regular meetings of the Board of Supervisors for Southern Hills Plantation II Community Development District for Fiscal Year 2011-2012, in accordance with Section 189.417(1) of the Florida Statutes.

Sincerely,

  
Scott Brizendine  
District Manager

Enclosure: Resolution 2011-07

CTN  
9.18.11  
copy: Bill G.  
-M

SOUTHERN HILLS PLANTATION III COMMUNITY DEVELOPMENT DISTRICT

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

08-24-11 11:06 IN

August 20, 2010

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

Re: Southern Hills Plantation III Community Development District

Dear Sir/Madam:

Enclosed is a copy of Resolution 2011-06, designating dates, time and location for the regular meetings of the Board of Supervisors for Southern Hills Plantation III Community Development District for Fiscal Year 2011-2012, in accordance with Section 189.417(1) of the Florida Statutes.

Sincerely,

  
Scott Brizendine  
District Manager

Enclosure: Resolution 2011-06

CTN  
9-19-11  
copy: Bill G  
-11



# Federal Emergency Management Agency

Washington, D.C. 20472

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

(179 CW):  
Community No.: 120333  
Community: City of Brooksville,  
Hernando County,  
Florida

Dear Ms. Norman-Vacha:

Enclosed is a copy of the Flood Insurance Study (FIS) materials for Hernando County, Florida and Incorporated Areas, prepared by the Department of Homeland Security's Federal Emergency Management Agency (FEMA). These materials include Flood Insurance Rate Map (FIRM) panels, a FIRM Index, and a FIS report.

As you are aware, your community shares the enclosed Index with several other jurisdictions in the county. Future revisions to the enclosed FIRM Index will only be issued to you if a FIRM panel on which your community is located is revised. This FIRM Index will therefore remain valid for your community until such time as a panel on which your community is shown is revised.

It is also important to note that if your community annexes land on adjacent FIRM panels in the future, you must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered from the FEMA Map Information eXchange (FMIX) at 1-877-336-2627 or via website at <http://msc.fema.gov>.

Sincerely,

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

Enclosure(s)

Effective Date: February 2, 2012

cc: Community Map Repository  
Mr. Bill Geiger, City Floodplain Administrator  
Joy Duperault, State NFIP Coordinator

CTN  
9-19-11  
JW



08-29-11 P01:06 IN

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

RICK SCOTT  
Governor

BILLY BUZZETT  
Secretary

August 24, 2011

The Honorable Frankie Burnett  
Mayor, City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601

RE: Florida Small Cities CDBG Agreement 11DB-C5-05-37-02-N11  
Single Source Request for Engineering Services--Approved

Dear Mayor Burnett:

I have reviewed the City's August 12, 2011, letter requesting single source procurement of Coastal Engineering Associates, Inc., for construction engineering services for this project. The engineering firm designed the project for the City to receive "Readiness to Proceed" points in its CDBG application and the award to another firm for construction engineering services would be infeasible.

Under 24 CFR 85.36 (d) (4), the Department may authorize procurement from one source. Since the advertisement procedure and Request for Proposals comply with program requirements, the Department accepts the award of the contract to Coastal Engineering Associates, Inc. The contract between the City and Coastal Engineering is also approved.

If you have any questions before August 31, 2011, please call Ms. Susan Fleming at (850) 922-1893. After that date, please call Mr. Roger Doherty at (850) 922-1885.

Sincerely,

Jacquelyn W. Dupree, Program Administrator  
Florida Small Cities CDBG and Neighborhood  
Stabilization Programs

JWD/swf

cc: Mr. Bill Geiger, Community Development Director, Brooksville  
Mr. Andy Easton, Andy Easton & Associates, Inc.

CTN  
LSCM: Geiger  
Baumgardner  
9.19.11