

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

**AGENDA**

June 4, 2012

7:00 P.M.

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

**1. Stadium Batting Cage Tunnel**

Recognition of those individuals and corporations who contributed to the construction of the Batting Cage Tunnel at Tom Varn Stadium.

Presentation: Director of Parks, Facilities &  
Recreation

Attachments: Pictures of Batting Cage

**2. Juneteenth Historical Festival**

Presentation of event and request for assistance.

Presentation: Paul Boston, Committee Chair

**D. CITIZEN INPUT**

**E. CONSENT AGENDA**

**1. Minutes**

February 27, 2012 Financial Workshop

April 2, 2012 Regular Meeting

**2. Collective Bargaining Agreement – 2<sup>nd</sup> Amendment**

Consideration of 2<sup>nd</sup> amendment to the Collective Bargaining Agreement with the Brooksville Professional Fire Fighters Local 4661 with approval for the Mayor to sign.

**3. Award of Bio-Solids Removal, Transport & Legal Disposal from the Cobb Rd. WRF Bid No. 2012-04**

Consideration of award of bid to Appalachian Material Services for a 2-year contract with 2 additional 1-year renewals.

## REGULAR COUNCIL MEETING – June 4, 2012

4. **Department of Corrections - Work Crew Contract #WS715 Extension**  
Consideration of Inmate Work Squad Contract #WS715 for an amount not-to-exceed \$58,004.

### CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda  
Action: Motion to Approve  
Attachments: 1) Minutes; 2) Memo from City Attorney dated 05/21/12, 2<sup>nd</sup> Amendment, Letter from President of Local 4661; 3) Memo from Director of Public Works dated 05/18/12, Bid Certification Form, Bid Opening Minutes; 4) Memo from Director of Public Works dated 05/25/12, Letter from Florida Department of Corrections dated 05/18/12, Contract Expiration Notification, Draft Contract

### F. PUBLIC HEARINGS

- Entry of Proof of Publication into the Record

1. **Ordinance No. 829 – Mosquito Control MSTU**

Consideration of proposed ordinance providing for inclusion of the City in the Hernando County Mosquito Control Municipal Service Taxing Unit (MSTU).  
[First Reading 5/21/12]

Presentation: Director of Public Works  
Recommendation: Approval of **Second Reading** of Ordinance No. 829 upon roll-call-vote  
Attachments: Memo from Director of Public Works dated 05/25/12, Proposed Ordinance, County Ordinance

2. **Ordinance No. 827 – Emergency Management**

Consideration of Ordinance updating Chapter 22 of the City's Code of Ordinances relating to Emergency Management.  
[First Reading 5/21/12]

Presentation: Fire Chief  
Recommendation: Approval of **Second Reading** of Ordinance No. 827 upon roll-call-vote  
Attachments: Memo from Fire Chief dated 05/25/12, Proposed Ordinance

## REGULAR COUNCIL MEETING – June 4, 2012

### 3. **Ordinance No. 828 – Charter Changes for the Ballot**

Consideration of Ordinance for Charter Amendments to be included on the November 6, 2012 Ballot for Voter Approval.

[First Reading 5/21/12]

Presentation: City Clerk & City Attorney  
Recommendation: Approval of **Second Reading** of Ordinance No. 828 upon roll-call-vote  
Attachments: Memo from City Clerk dated 05/22/12, Proposed Ordinance

## G. REGULAR AGENDA

### 1. **Ordinance No. 830 – Fire Assessment**

Consideration of Ordinance for the imposition and collection of Special Assessments to fund Fire Protection Services.

Presentation: Fire Chief  
Recommendation: Approval of **First Reading** of Ordinance No. 830 upon roll-call vote and schedule second reading for 06/18/12  
Attachments: Memo from Fire Chief dated 05/29/12, Proposed Ordinance

### 2. **Southern Hills Reclaimed Water Change Order #3**

Consideration of Change Order #3 for the remaining piping structures and monitor wells in Southern Hills Plantation, which will complete the City's water reclamation facility infrastructure.

Presentation: Director of Public Works  
Recommendation: Approval of Change Order  
Attachments: Memo from Director of Public Works dated 05/18/12, Exhibit D, Change Order

### 3. **Policy 3-2008 Great Brooksvillian - Criteria for Eligibility**

Consideration of changes to the policy for nominations and selection of the annual Great Brooksvillian.

Presentation: 2011 Steering Committee Chair  
Recommendation: Approval or Direction to Staff  
Attachments: Memo from the 2011 Steering Committee Chair dated 5/25/12, Policy No. 3-2008

## REGULAR COUNCIL MEETING – June 4, 2012

- H. CITIZEN INPUT
- I. ITEMS BY COUNCIL
- J. ADJOURNMENT

### CORRESPONDENCE TO NOTE

*In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk's office 48 hours in advance of the meeting at (352) 540-3853. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at [www.cityofbrooksville.us](http://www.cityofbrooksville.us).*

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

**CITY OF BROOKSVILLE  
REGULAR CITY COUNCIL MEETING  
HERNANDO COUNTY MINING ASSOCIATION  
ENRICHMENT CENTER  
800 JOHN GARY GRUBBS BOULEVARD  
BROOKSVILLE, FL 34601  
MINUTES**

April 2, 2012

6:00 P.M.

Brooksville City Council met in regular session with Mayor Joseph E. Johnston, III, Council Members Joe Bernardini, Frankie Burnett and Kevin Hohn present. Also present were Thomas S. Hogan, Jr., City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. A Member of the Hernando Times was also present.

The meeting was called to order by Mayor Johnston, who announced the Executive Session.

**ADJOURN MEETING AND RECONVENE IN EXECUTIVE SESSION**

**EXECUTIVE SESSION PURSUANT TO F.S. CHAPTER 286.011(8)**

The purpose of the Executive Session is to discuss settlement options and litigation strategy for pending City actions. The persons attending the meeting will be Council Members Joe Bernardini, Lara Bradburn, Frankie Burnett, Kevin Hohn and Joe Johnston; Attorney's for the City of Brooksville, Thomas S. Hogan, Jr., Debbie Hogan and Robert B. Battista; City Manager, T. Jennene Norman-Vacha; and court reporter C. Gail Donato of Carolyn F. Engle & Associates. The meeting is expected to last approximately sixty minutes.

**ADJOURN EXECUTIVE SESSION & RECONVENE COUNCIL MEETING**

The regular meeting of Council was adjourned to the Executive Session at 6:02 p.m. and reconvened at 7:00 p.m. followed by an invocation and Pledge of Allegiance.

**CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

**Hernando County Fair & Youth Livestock Show Update**

Presentation of an update on the annual event to be held April 6 - 14, 2012 at the Hernando County Fairgrounds.

President of Board of Directors Sandra Nicholson reviewed details of the upcoming fair. The theme this year is "All Roads Lead to the Fair".

**Adopt-A-Trail Recognition of Participation**

Recognition of Building a Foundation through the Product of My Environment for being the first organization to participate in the program.

Director of Parks, Facilities & Recreation Mike Walker recognized the first Adopt-A-Trail participants Angela Gilbert and Rico Brown and presented them with a plaque commemorating the event. He showed a video presentation detailing the work they have done.

Council Member Burnett asked that the barricades at the end be removed. All of Council thanked the organization for their efforts.

# REGULAR COUNCIL MEETING MINUTES – April 2, 2012

## Proclamation – Water Conservation Month

Consideration of proclamation designating April as “Water Conservation Month.”

Mayor Johnston read the proclamation into the record and presented it to Community Affairs Program Manager of Southwest Florida Water Management Northern District Chris Zajac. He introduced himself as the City’s contact and thanked Council for promoting water conservation in the City.

## Florida Blueberry Festival Update

Update on progress of the festival.

Florida Blueberry Festival Chair Michael Heard gave an update of the event. She explained that local businesses would have access to their businesses. She clarified there is no cost for background checks as misstated by the press. The road closures were reviewed by Cliff Manual representing the Brooksville Vision Foundation. He advised the remote parking areas would be Brooksville Regional Hospital, Hernando County Fairgrounds, Hernando High School, Brooksville Elementary School and the City’s Public Works Department, all of which will get shuttle service.

Council Member Bernardini asked that garage sale signs be picked up by the City the closer it gets to the event, remove deteriorated historic signs and for stop signs to be washed if necessary. He also felt the event should have been advertised in the water bills. He asked Cliff Manual about the digging around the canopy trees. Mr. Manual advised that under the shuffle boards was another layer of shuffle boards and they found that the roots from the large live oak had not grown in that area because of this.

## Brooksville Housing Authority Update

Update on status of Summit Villas and Hillside Estates properties owned by Brooksville Housing Authority.

Brooksville Housing Authority Executive Director Tommy Brooks updated Council on the status of the Authority, which is no longer in troubled status. The demolition disposition request has not been approved as of yet because the Department of Housing and Urban Development policies have changed, but they are optimistic.

## CITIZEN INPUT

Mayor Johnston asked for public input.

Beverly Lewis reviewed the success of raising \$1,500 from the Relay For Life’s fundraising event and distributed thank you notes to the City departments that participated. The American Cancer Society 2012 Relay for Life Walk is on the 27<sup>th</sup> of April at the Hernando High School stadium.

## CONSENT AGENDA

### Minutes

December 13, 2010 Workshop  
August 23, 2011 Workshop  
September 14, 2011 1<sup>st</sup> Budget Hearing  
February 6, 2012 Regular Meeting

### Mower Purchase

## REGULAR COUNCIL MEETING MINUTES – April 2, 2012

Consideration of purchase of three (3) mowers through State Contract for a total amount of \$12,370.

### **Quarry Golf Course Lease Assignment**

Consideration of assignment of lease to Golf the Quarry, LLC.

### **Motion:**

Motion was made by Council Member Burnett and seconded by Council Member Bernardini for approval of the Consent Agenda. Motion carried 4-0.

## REGULAR AGENDA

### **Southern Hills Plantation Home Owner's Association Request for Advance**

Consideration of an advance in the amount of \$78,930.80 to begin repairs of the Phase 2 Roadway Project.

### **Motion:**

Motion was made by Council Member Bernardini and seconded by Council Member Burnett for approval. Motion carried 4-0.

### **Alcoholic Beverage Location Permit**

Consideration of an Alcoholic Beverage Location Permit for a Country Concert at Tom Varn Park on April 20, 2012.

### **Motion:**

Motion was made by Council Member Burnett and seconded by Council Member Bernardini for approval. Motion carried 4-0.

## CITIZEN INPUT

Mayor Johnston asked for public input.

Margaret Bloomquist thanked Council for approving the Southern Hills Plantation Home Owner's Association request for advance.

## ITEMS BY COUNCIL

### **Joe Bernardini, Council Member**

Council Member Bernardini sent a greeting to coworker Charlie Schneider and wished a Happy Easter to all.

### **Frankie Burnett, Council Member**

Council Member Burnett referenced the meaning of Easter and urged all to celebrate the holiday.

He urged fellow Council Members to commit to going back to what the founding fathers built this country on.

He referenced Human Resources Specialist Telina Dowdell who earned her Bachelor of Science Degree and Fire Chief Mossgrove who is working on his Master's Degree. He thanked the City Manager and staff for their continued hard work.

# REGULAR COUNCIL MEETING MINUTES – April 2, 2012

## Kevin Hohn, Council Member

Council Member Hohn urged anyone who has some free time to help out with the First Tee Program.

He thanked City Manager Norman-Vacha and Police Chief Turner for getting facts together for some issues he had this week.

## T. Jennene Norman-Vacha, City Manager

City Manager Norman-Vacha announced there will be a Volunteer Appreciation Reception before the next Council Meeting on April 16<sup>th</sup> at 6:30 p.m.

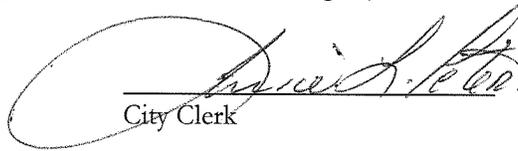
## Joe Johnston, Mayor

Mayor Johnston advised he and the City Manager attended the Congressional Art Reception in Hernando.

He urged all to take home an informational brochure provided by the Southwest Florida Water Management District

## ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:00 p.m.

  
\_\_\_\_\_  
City Clerk

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

**CITY OF BROOKSVILLE  
FINANCIAL WORKSHOP  
HERNANDO COUNTY MINING ASSOCIATION  
ENRICHMENT CENTER  
800 JOHN GARY GRUBBS BOULEVARD  
BROOKSVILLE, FL 34601  
MINUTES**

February 27, 2012

6:00 P.M.

Brooksville City Council met in workshop session with Mayor Joseph E. Johnston, III, Vice Mayor Lara Bradburn, Council Members, Joe Bernardini, Frankie Burnett and Kevin Hohn present. Also present were Robert Battista, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Steve Baumgartner, Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Interim Director of Public Works; George Turner, Police Chief and Tim Mossgrrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present.

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

## **FINANCIAL WORKSHOP**

### **Opening Remarks**

City Manager Norman-Vacha reviewed the housing market, indicating there has been a small growth movement in the City of Brooksville along with some new business, but the market continues to decline.

### **Property Assessment/Values Update**

John Emerson of the Property Appraiser's Office advised a 5-6% reduction in residential property values is expected. Actual values are expected to be available by mid-April. He next discussed advantages of the Greenbelt zoning designation. He advised there are twelve (12) properties off the tax rolls due to pending sinkholes insurance claims in the City of Brooksville.

Vice Mayor Bradburn asked if unpaid taxes are affecting the tax roll and Mr. Emerson confirmed it is definitely the case.

### **Financial Workshop Overview & Presentation**

Steve Baumgartner, Finance Director, began by referring to Vice Mayor Bradburn's remark about unpaid taxes and explained this could be significant for the tax rolls as payments are being made from the past years on Southern Hills Plantation land. Additional points made were as follows:

- The Quarry Golf Course contract has taken a lot of pressure off the General Fund with an estimated savings of \$130,000 this year.
- Progress Energy Public Service Tax Closing Agreement, with the help of the City Attorney and negotiations with the City Manager and City Council, the settlement was approximately 13% of franchise and public service annual revenues.
- Energy Loan Savings is an achievement to future spending. City Hall is currently being retrofitted with new air conditioning and the Public Works Department is complete.

## FINANCIAL WORKSHOP - FEBRUARY 27, 2012

- Health and business insurance is 19.5% lower for the first few months and annualized to be about \$78,000.
- The City has fewer employees, down about 3.4 employees from last year, which helps with taxable values decreasing.
- The City's millage rate has remained the same for the last two (2) years, although it is allowable to increase. The City of Brooksville is in the top 6.5% of cities in the State of Florida not increasing millage.
- The Florida Retirement System rates may be lowered by the legislature this year.
- The Greenbelt designation will lower the taxable values in some areas.

Director Baumgartner pointed out that health insurance costs continue to be a challenge, property insurance may increase by 5%, and gasoline prices continue to rise.

He stated, based on a 6% decrease in property value and the tax rate at 6.37 mills, it is estimated to decrease the City's budget by \$141,000 at 95% spending from FY 10/11.

He next reported that most cities are eliminating Chapter Plans for union pensions and recommended the city review and consider, although the markets are doing much better this year, which will have an effect on the plans. Mayor Johnston felt a workshop is in order to further discuss this issue.

Vice Mayor Bradburn agreed and stated the Florida Retirement System (FRS) has a better investment return. She felt current participants should be allowed to continue participation in the Chapter Plans but new hires could be put into the FRS. There are many bills before the legislature regarding reduction of Chapter Plans offered, reducing cost to cities by eliminating a high rate and negotiating benefits, as well as placing a cap on the amount owed by cities for pension liability. The urgency of moving forward with an approach was stressed.

Mayor Johnston preferred all information be presented to City Council to determine how to proceed.

Vice Mayor Bradburn favored a fire assessment to have everyone pay their fair share for fire service rather than those who pay property taxes bearing the entire burden. Mayor Johnston agreed and announced there would be another presentation before Council by the Fire Chief on this subject.

Fire Chief Mossgrove reviewed Council's options pertaining to fire assessments. Council Member Hohn asked how many calls the Fire Station responds to that are not City of Brooksville properties. Chief Mossgrove indicated he will get those numbers. It was Council's wish that the Fire Chief keep at it and try to come up with a plan that will work. Discussion of the issue continued.

Council consensus was to have the law firm Bryant, Miller Olive, P.A. come back to Council and see if they have talked to other cities and revisit the issue.

Council Member Burnett commended staff for the documented achievements.

### **Wrap-up with City Council Discussion and Direction for preparing for FY2012/13**

City Manager Norman-Vacha stated a pension reform workshop will be scheduled after further staff discussion. Council Member Burnett would like it scheduled soon, as this is time sensitive.

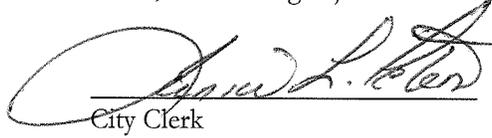
City Manager Norman-Vacha asked Council to forward to her any other methods they may be interested in.

FINANCIAL WORKSHOP - FEBRUARY 27, 2012

Mayor Johnston reminded Council of the need to turn in the City Manager Evaluation before the next meeting.

**ADJOURNMENT**

There being no further business to bring before Council, the meeting adjourned at 7:40 p.m.

  
City Clerk

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



**CONSENT  
AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL

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

**FROM:** STEPHANIE M. CHAMBERS, ESQ.  
THE HOGAN LAW FIRM, LLC  
AS CITY ATTORNEY

**SUBJECT:** COLLECTIVE BARGAINING AGREEMENT WITH BROOKSVILLE  
PROFESSIONAL FIRE FIGHTERS LOCAL 4661; SECOND  
AMENDMENT

**DATE:** MAY 21, 2012

**GENERAL SUMMARY:** The City of Brooksville entered into a collective bargaining agreement (“Agreement”) with the Brooksville Professional Fire Fighters Local 4661 of the International Association of Fire Fighters (“Union”). Pursuant to Section 19-1, Duration of Agreement, the parties agree that either party may open two Articles of this Agreement for renegotiations per contract year. The implementation of City of Brooksville Personnel Policy, Section 3.00 HOURS AND PAY has created unintended and unexpected consequences which resulted in a grievance being filed by the Union, on February 17, 2011, pursuant to Article 18 of the Agreement. The City and Union met and negotiated the attached proposed Second Amendment to the collective bargaining agreement to resolve the issues asserted in the agreement. The Union ratified the proposed Second Amendment in a vote held May 5th and 6th 2012. The Second Amendment is now brought forth to the City Council for approval.

The Second Amendment amends section 15-1 to state that employees covered by the Agreement will receive merit increases, costs of living adjustments, and financial incentives in the same manner and under the same conditions as offered to non-bargaining unit employees for the 2011-2012 budget year.

The Amendment also addresses section 15-3 to state that overtime will be paid at a rate of 1 ½ times his or her regular rate for hours worked in excess of 212 hours in a 28 day work period. The amendment to this section further states that an employee will be paid at a rate of 1 ½ times his or her regular rate for hours worked when less than 24 hours notice is given before the start of the shift.

The Amendment also adds Section 15-6, Supplemental Pay, which provides that an employee covered by this Agreement may earn two hours of supplemental pay at 1 ½ times his or her regular rate of pay for each 14-day segment within the 28-day work period that the employee does not utilize any Leave. Leave is defined as Vacation Leave, Sick Leave, Bereavement Leave, Jury Duty, and any other leave set forth in Article 10 of the Agreement. This section applies retro

actively. All employees that earned supplemental pay between January 1, 2011 and September 30, 2011 will receive vacation leave corresponding to the amount of supplemental pay earned during that period. All employees that earned supplemental pay after October 1, 2011 will receive compensation in the amount of supplemental pay.

**BUDGET NOTE:** <sup>W</sup> Adequate funds are available for the remainder of this fiscal year and will be budgeted for next fiscal year as well.

**LEGAL NOTE:** Pursuant to the requirements of Fla. Stat. 447.309, after a Union has been certified as the collective bargaining agent for the bargaining unit, the Union and the City, jointly, shall bargain collectively, and in good faith, in the determination of the wages, hours, terms and conditions of the employment of the employees in the bargaining unit.

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve the Second Amendment to the Collective Bargaining Agreement as proposed and attached; and to authorize the Mayor to sign.

**ATTACHMENTS:** Second Amendment  
Letter from Joseph Keefer, President Local 4661

# Attachment 1

Second Amendment

**SECOND AMENDMENT TO LABOR AGREEMENT  
BETWEEN THE  
CITY OF BROOKSVILLE  
AND  
BROOKSVILLE PROFESSIONAL FIRE FIGHTERS LOCAL #4661  
OF INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**THIS SECOND AMENDMENT** to the Labor Agreement (“Agreement”) between the City of Brooksville (“City”) and Brooksville Professional Fire Fighters Local #4661 of the International Association of Fire Fighters (“Union”) dated September 21, 2009 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012.

**WHEREAS**, Article 15 Section 15-1 Wages and Pay provides that the City and the Union agree to negotiate wage increases for both merit and cost of living adjustments annually in conjunction with the City’s annual budget cycle for each fiscal year; and,

**WHEREAS**, the City and Union commenced and concluded negotiations of Article 15, Section 15-1; and,

**WHEREAS**, Section 15-3 of the Agreement provides that any time not worked by members of the Union will not be counted as Hours Worked for purposes of determining overtime compensation; and,

**WHEREAS**, the City fully implemented the provisions of City of Brooksville Personnel Policy, Section 3.00 HOURS AND PAY with the first pay period of the new calendar year for 2011; and

**WHEREAS**, the implementation of City of Brooksville Personnel Policy, Section 3.00 HOURS AND PAY has created unintended and unexpected consequences which resulted in a grievance being filed by the Union, on February 17, 2011, pursuant to Article 18 of the Agreement; and

**WHEREAS**, the City and Union commenced and concluded negotiations to resolve the issues asserted in the grievance; and,

**WHEREAS**, the parties have agreed on a resolution that will mitigate the unintended effects of implementing City of Brooksville Personnel Policy, Section 3.00 HOURS AND PAY and resolve the grievance in its entirety; and

**WHEREAS**, Article 19, Section 19-1 Duration of Agreement provides that, except as otherwise specified in the Agreement, the parties agree that either party may open up no more than two Articles of this Agreement for renegotiations per contract year; and,

**WHEREAS**, the City and Union desire to amend the Agreement to address the agreement of the parties regarding Article 15.

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

1. The parties agree that the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.

2. Article 15, Section 15-1 is hereby amended and restated as follows:

The City and Union agree that wage increases for both merit and cost of living adjustments will be negotiated annually in conjunction with the City's annual budget cycle for each fiscal year. The City agrees to initiate bargaining under this Section on or before July 1, of each year. The City and Union agree for the 2010-2011 budget year, beginning October 1, 2010 and ending September 30, 2011, and for the 2011-2012 budget year, beginning October 1, 2011 and ending September 30, 2012, that the Employees covered under this Agreement shall receive merit increases, costs of living adjustments, and financial incentives in the same manner and under the same conditions as offered to non-bargaining unit employees.

3. Article 15-3 is hereby amended and restated as follows:

Employees shall be paid overtime at the rate of one and one-half ( $1\frac{1}{2}$ ) times their regular rate of pay for such time worked in excess of two hundred and twelve (212) hours in a twenty-eight (28) day work period.

In the event that an employee is called in to work outside his or her regularly scheduled shift, where notice is given less than twenty-four (24) hours prior to start time, the employee shall be paid overtime at the rate of one and one-half ( $1\frac{1}{2}$ ) times his or her regular rate of pay for all hours worked for such time.

4. Article 15 is hereby amended to add Section 15-6 Supplemental Pay. Section 15-6 shall read as follows:

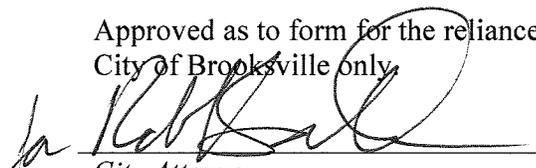
Employees covered under this Agreement shall be eligible for Supplemental Pay as follows:

Each 28-day work period shall be divided into two fourteen-day segments. In any fourteen (14) day segment ("Segment") of a 28-day work period, if an Employee works as scheduled and Leave is not utilized during that Segment, then the Employee shall earn two (2) hours of Supplemental Pay paid at one and one-half times the Employee's Regular Rate of Pay. In any Segment of a 28-day work period, if an Employee utilizes any Leave during that Segment, then the Employee shall not be eligible for Supplemental Pay during that Segment. Any Supplemental Pay earned shall be paid to the Employee in the pay period which ends immediately after the end of each 28-day work period. For purposes of this Section 15-6, Leave is defined as paid or unpaid leaves of absences including, but not limited to, Vacation Leave, Sick Leave, Bereavement Leave, Jury Duty and any other leave set forth in Article 10 of this Agreement.

5. The provisions of Section 15-6 shall become effective immediately upon adoption of this Amendment and shall be retroactively applied as follows:

- a. For each 28-day work period commencing after February 1, 2011, Employees who earned Supplemental Pay, as defined in Section 15-6, shall receive credit in their Vacation Leave balance in an amount equivalent to the amount of supplemental pay earned (e.g. 2 hours of Supplemental Pay at 1.5 times = 3 hours of Vacation Leave balance credit).
- b. Beginning with the first 28-day work period commencing after October 1, 2011, Employees who earned Supplemental Pay, as defined in Section 15-6, shall receive compensation for the amount of Supplemental Pay earned.
- c. Retroactive Supplemental Pay, whether compensation or Vacation Leave credit, shall be paid and/or credited to the Employee in the pay period immediately following the end of the 28-day work period which occurs after adoption of this Second Amendment.

6. The parties agree that all terms and conditions specified in the Agreement of September 21, 2009 shall remain in full force and effect, unless specifically modified by this Second Amendment.

<b>Brooksville Professional Firefighters IAFF Local 4661</b>	<b>City of Brooksville</b>
<i>Signature</i>	<i>Signature</i>
Joseph W. Keefer	Joseph E. Johnston III
<i>Printed Name</i>	<i>Printed Name</i>
President	Mayor, City Council
<i>Title</i>	<i>Title</i>
<i>Date</i>	<i>Date</i>
Brad Sufficool, Secretary–Treasurer Brooksville Professional Firefighters IAFF Local 4661	<p style="text-align: center;"><i>ATTESTED to by the City Clerk, Janice Peters, CMC</i></p> <p style="text-align: center;">Approved as to form for the reliance of City of Brooksville only.</p> <div style="text-align: center;">   <hr style="width: 100%;"/>           City Attorney         </div>

# Attachment 2

Letter from Joseph Keefer, President

Local 4661



**Brooksville Professional Fire Fighters**  
**Local 4661**  
of  
International Association of Fire Fighters

T. Jennene Norman-Vacha  
City Manager  
City of Brooksville  
201 N. Howell Ave.  
Brooksville, Florida 34601

Dear: Ms. Norma-Vacha;

I would like to take this opportunity to inform you that an election for ratification by the Union to include the changes in language for the Second Amendment to the Labor Agreement between the City of Brooksville and the Brooksville Professional Firefighters Local 4661 was held May 5 and 6, 2012.

There was a majority vote by our membership to accept the amendment as negotiated. This resolves the grievance filed by the Union reference to Article 15.

Respectfully Submitted;

  
Joseph W Keefer  
President

Copies; Manly Bolin 1<sup>st</sup> D.V.P IAFF, Business Agent  
Brad Sufficool, Secretary-Treasurer Local 4661  
City Attorney



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO:** THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*  
**FROM:** RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR *[Signature]*  
**SUBJECT:** BIO-SOLIDS REMOVAL, TRANSPORT & LEGAL DISPOSAL  
 FROM THE COBB ROAD WRF – BID NO. UD2012-04  
**DATE:** May 18, 2012

**GENERAL SUMMARY/BACKGROUND:** On Friday, May 4, 2012, staff posted a bid for the aforementioned project. Three (3) bids were received and opened on Friday, May 18, 2012. Of the bidders, Appalachian Material Services, Inc. (AMS), who is our current vendor, was the overall lowest bidder as detailed below.

BIDDER	BID PER GALLON	TOTAL ANNUAL ESTIMATE*
Appalachian Material Services, Inc.	\$0.0348	\$26,100
T. Wayne Hill Trucking, Inc.	\$0.1075	\$80,625
Merrell Brothers	\$0.1193	\$89,475

\*BASED ON 750,000 GALLONS PER YEAR

The bid of Appalachian is lower than their bid of four (4) years ago by \$ 0.0050 per gallon. Staff recommends Council approve a 2-year contract (with two (2) one-year renewals, if mutually agreeable) with AMS to be effective beginning July 6, 2012.

**BUDGET IMPACT:** Adequate funds are available in Account No. 401-027-536-53400 for the sludge hauling needed for the remainder of this fiscal year and will be budgeted for next fiscal year as well.

**LEGAL NOTE:** Pursuant to the City's Charter, Article V, Sec. 5.04., Competitive Bidding, City Council is authorized to approve the award for procurement of personal property or services via the bid process within the statutory categories and limits established pursuant to Florida Statutes, Chapter 287. Only after all additional documents are received, reviewed and approved by Legal Counsel will the City sign an Agreement for Consultant/Contractor Services.

**STAFF RECOMMENDATION:** Award Bid No. UD2012-04 to AMS, in the amount of \$0.0348 per gallon and authorize the Mayor to sign the contract for services following review and approval of the Certificate of Insurance and bonds by the City Attorney.

- ATTACHMENTS:**
1. AMS Bid Certification
  2. Bid Opening Minutes
  3. Contract with AMS

# Attachment 1

AMS Bid Certification

**City of Brooksville BID/CERTIFICATION FORM**  
**BIO-SOLIDS REMOVAL, TRANSPORT & LEGAL DISPOSAL FROM COBB RD.**  
**WATER RECLAMATION FACILITY**  
**BID NO: UD2012-04**

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

1. The undersigned warrants that: (A) this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any), the Minimum Technical Specifications, Plans, Addendum, Exhibits, Agreement, Bonds and Insurance requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Bidder.
2. Please check one:
  - Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.
  - Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)
3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.
4. Bidder proposes and agrees to provide all materials, services or equipment required for the BIO-SOLIDS REMOVAL, TRANSPORT & LEGAL DISPOSAL FROM COBB RD. WATER RECLAMATION FACILITY, for the Total Bid Sum of zero point zero three four eight cents Dollars per gallon (\$ 0.0348 ).
5. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.
6. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS:  
  
\_\_\_\_\_

Bidder/Company Name: Appalachian Material Service, Inc.

Name of Bidder: Bernie L. Thompson III

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

If a Partnership: \_\_\_\_\_

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

If a Corporation: Appalachian Material Service, Inc.

Incorporated in State of: Florida Date of Incorporation: June 9, 1989

Business Address: PO Box 97

City: Terra Ceia State FL Zip 34250

Telephone Number: (941) 776-8706 Fax (941) 776-8707

Submitted By: Bernie L. Thompson III  
(Print)

Title: Vice Pres. of Operations

Signature: *Bernie L. Thompson III*

ATTEST: *K.M. Smith*  
Secretary

By: Kathleen M. Smith  
Print Name

Affix Corporate Seal  
(If Corporation)

State of Florida  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this 17 day of Mar, 2012, by Bernie L. Thompson III who is personally known to me or who presented \_\_\_\_\_ as identification, and who (did) (did not) take an oath.

*William D. Hauser*  
[Signature of Notary Public]

William D. Hauser  
[Printed, typed or stamped name of Notary Public]  
COMMISSION # DD772022  
EXPIRES: MAY 21, 2012  
WWW.AARONNOTARY.com  
[Commission Number of Notary Public]



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

# Attachment 2

Bid Opening Minutes

## BID OPENING MINUTES

### BIO-SOLIDS REMOVAL, TRANSPORT & LEGAL DISPOSAL FROM COBB RD WRF BID NO. UD2012-04

May 18, 2012

3:00 p.m.

A Bid Opening was held at approximately 3:00 p.m. on Friday, May 18, 2012, in City Hall for the BIO-SOLIDS REMOVAL, TRANSPORT & LEGAL DISPOSAL FROM COBB RD WRF BID NO. UD2012-04. Janice L. Peters, City Clerk, Richard Radacky, Director of Public Works and Kim Harsin, Deputy City Clerk/Recording Secretary were in attendance.

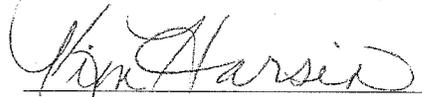
City Clerk Peters advised that an Invitation to Bid was published in the May 4, 2012, edition of the Tampa Bay Times, Hernando Section with a closing date and time set for 3:00 p.m. on Friday, May 18, 2012.

As a result, 3 sets of bids were received, all properly sealed and notated. The bids were to include a Bid Certification Form with equipment list, \$100 Bid Bond or Cashier's Check, Proof of Insurance in amounts required by the City, Signed Agreement for Contractor Services, Public Entity Crime Statement, Drug-Free Workplace Certification, Proof of State of Florida Contractor License and one (1) signed original with three (3) signed copies.

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

1. Merrell Bros., Inc., Kokomo, IN \$ .1193/gal  
All required documentation included; Drug Program Implemented
  
2. Appalachian Material Services, Inc., Terra Ceia, FL \$ 0.0348/gal  
All required documentation included; Drug Program Implemented
  
3. T. Wayne Hill Trucking Inc., Bartow, FL \$ 0.1075/gal  
All required documentation included; Drug Program Implemented

City Clerk Peters informed bidders that the packets would be reviewed by staff and presented to City Council on June 4, 2012. The bid opening meeting closed at 3:10 p.m.



Kim Harsin  
Deputy City Clerk

# Attachment 3

Contract with AMS

**AGREEMENT FOR CONTRACTOR SERVICES for  
BIO-SOLIDS REMOVAL, TRANSPORT & LEGAL DISPOSAL FROM  
COBB RD. WATER RECLAMATION FACILITY  
BID NUMBER: UD2012-04**

This Agreement made as of this \_\_\_\_ day of, \_\_\_\_\_, 20\_\_ by and between the City of Brooksville, Florida - (the "CITY"), and Appalachian Material Service, Inc., authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is PO Box 97 Terra Ceia, FL 34250, phone: 941-776-8706, fax: 941-776-8707.

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

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Agreement is to furnish, materials, labor, and equipment and to perform all operations in accordance with the specifications and as listed in the Bid Documents and Minimum Technical Specifications.

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

**ARTICLE 2 - SCHEDULE**

This contractor shall commence services on \_\_\_\_\_, 2012, and complete all services by \_\_\_\_\_, 2014.

The term of a contract resulting from this solicitation will be for two (2) years from the date of execution with an option of two (2) 1-year extensions, for a total of forty-eight (48) months. The City will notify the Vendor in writing, no later than ninety (90) days prior to expiration of the Contract as to its desire for extension. Any request by the Vendor for consideration of a price adjustment must be made to the City at the time of renewal, and must only be based on increased costs to the Vendor. Verification of these increases shall be furnished to the City upon request. Any upward price adjustment approved by the City shall impose upon the Vendor the requirement to advise and extend to the City price reductions when costs similarly decrease.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed \$ 0.0348, per gallon which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed.

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

#### ARTICLE 4 - TERMINATION

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

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

#### ARTICLE 5 - PERSONNEL

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

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

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

#### ARTICLE 6 - SUBCONTRACTING

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

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

#### ARTICLE 7 - FEDERAL AND STATE TAX

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

#### ARTICLE 8 – INSURANCE & BONDS

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

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$100,000/\$500,000/\$1,000,000 or \$1,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$500,000/\$1,000,000 or \$1,000,000 combined single limit coverage for bodily injury.

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

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

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

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

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least \$1,000,000 each employee/\$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverages required by law.

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

- C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Council or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

#### ARTICLE 9 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

#### ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of \$200.00 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

#### ARTICLE 11 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

#### ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

#### ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

#### ARTICLE 15 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

#### ARTICLE 16 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 18 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 20 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 21 - CONTRACT DOCUMENTS

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- A. Advertisement for Bids.
- B. Special Instructions and Conditions

- C. General Instructions and Conditions
- D. Minimum Technical Specifications
- E. Bid Forms
  - Bid Certification Form
  - Drug-Free Workplace Certification
  - Public Entity Crimes Statement
- G. Addendums (if any)
- H. Performance & Payments Bonds (if required)
- I. Change Orders (if any)

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply to consideration and award of any bid/proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Hernando County, Florida, or the United States District Court for the Middle District of Florida, as applicable.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601  
Attention: City Clerk  
Phone: (352) 540-3853  
Fax: (352) 544-5424  
Email: [jpeters@cityofbrooksville.us](mailto:jpeters@cityofbrooksville.us)

With a copy to: City Attorney  
c/o The Hogan Law Firm  
P.O. Box 485  
Brooksville, Florida 34605

and if sent to the CONTRACTOR shall be mailed to:

Appalachian Material Service, Inc.

PO Box 97

Terra Ceia, Florida 34250-0097

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

CITY CLERK

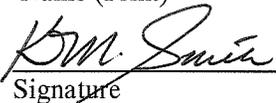
CITY OF BROOKSVILLE, FLORIDA

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

By: \_\_\_\_\_  
Joe Johnston, Mayor

Contractor Witnesses:  
(2 REQUIRED)

Contractor: Appalachian Material Service, Inc.

Witness Kathleen M. Smith  
Name (Print)  
  
Signature

Appalachian Material Service, Inc.  
Business Name  
By   
Signature

Witness Rick Goglas  
Name (Print)  
  
Signature

Bernie L. Thompson III  
Print Name and Title  
VP of Operations

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

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



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

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

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

**SUBJECT: INMATE WORK SQUAD CONTRACT WS 715 RENEWAL**

**DATE: May 25, 2012**

**GENERAL SUMMARY/BACKGROUND:** Attached is the annual renewal inmate work squad Contract No. WS715 "Addendum A", from the Florida Department of Corrections. This agreement is for one (1) of two (2) budgeted work squads the city utilizes to maintain the street right-of-ways and water retention areas throughout the city. The contract will provide the city with one (1) correctional officer and up to five (5) inmates.

There are no changes in the agreement from last year; it is for a total contract cost of \$58,004. This program is a very important part of the Public Works Department workforce.

**BUDGET IMPACT:** The agreement is for a total of \$58,004 and will be requested in the upcoming proposed Streets Division 2012/13 Budget, in Line Item Account No. 001-020-572-53400, Other Contractual Services. Contract provisions require a 60 day notice for termination if funding is not available.

**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 that Council approve the proposed inmate work squad contract with the Florida Department of Corrections, Contract No. WS715, not to exceed \$58,004.

**ATTACHMENTS:** Work Squad Contract No. WS 715

RECEIVED MAY 23 2012



FLORIDA  
DEPARTMENT of  
CORRECTIONS

Governor  
**RICK SCOTT**

Secretary  
**KENNETH S. TUCKER**

*An Equal Opportunity Employer*

501 South Calhoun Street • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

May 18, 2012

Mr. T. Jennene Norman-Vach  
City of Brooksville  
City Manager  
201 Howell Avenue  
Brooksville, Florida 34601-2041

Subject: Contract WS715 – City of Brooksville

Dear Ms. Norman-Vacha:

Contract WS715 between the Department of Corrections and the City of Brooksville will expire on November 4, 2012. Accordingly, I am enclosing a draft Amendment for renewal, and a draft Addendum A for your review and a Contract Expiration Notification (CEN) Form.

Please complete the Contract Expiration Notification Form indicating your desire to either renew or allow the contract to expire and mail it back to me by Friday, June 15, 2012.

Once the completed CEN is received from both you and Hernando CI, a final contract will be forwarded for signature.

If you have any questions, please feel free to contact me at (850) 717-3966.

Sincerely,

A handwritten signature in cursive script, appearing to read "Emily M. Phelps".

Emily M. Phelps  
Correctional Services Consultant

/emp  
Enclosures

**DEPARTMENT OF CORRECTIONS  
BUREAU OF PROCUREMENT & SUPPLY  
CONTRACT EXPIRATION NOTIFICATION**

**DATE:** May 18, 2012

**TO:** T. Jennene Norman-Vacha, City Manager  
**FROM:** Emily M. Phelps, Correctional Services Consultant

**RE:** Contract WS715: Hernando Correctional Institution – City of Brooksville  
Work Squad: 1 Correctional Officer, 5 Inmates  
Expires: November 4, 2012

---

**NOTE:** The above-referenced contract will expire on the above listed date.

Please advise as to your preference:

- Do not renew. **Note:** Contract will expire on date specified.  
 Process renewal of contract.

1. Did the Work Squad provide services (according to the scope of service) outlined in the above-referenced contract:

- a. were necessary reports provided in the required timeframe?  Yes  No  N/A  
b. were invoices submitted in the required timeframe?  Yes  No  N/A  
c. were services delivered in accordance with the terms & conditions?  Yes  No

2. Please explain any “negative” responses and attach documentation, if applicable.

3. Rate the overall performance of service as outlined in the Scope of Service under the contract identified above:

\_\_\_\_\_ Excellent \_\_\_\_\_ Good \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unacceptable  
90% or better compliance 89%-75% compliance 74%-60% compliance 59% or below

**If Unacceptable is checked, you are requested to provide an explanation.**

SIGNED: \_\_\_\_\_ (Date) \_\_\_\_\_  
Agency Representative

If you have any questions, please contact Emily Phelps at (850) 717-3966.

**PLEASE RETURN THIS FORM AS SOON AS POSSIBLE TO:**  
**Emily Phelps, Bureau of Institutional Support Services**  
**501 South Calhoun Street**  
**Tallahassee, Florida 32399-2500**

**DRAFT**

CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS  
AND  
CITY OF BROOKSVILLE

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and City of Brooksville (“Agency”) to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I, B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I, A., Contract Term**; and
- replaces Addendum A with Revised Addendum A, effective November 5, 2012.

Original contract period: November 5, 2011 through November 4, 2012

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I, A., Contract Term**, is hereby revised to read:

A. This Contract began November 5, 2011 and shall end at midnight on November 4, 2013.

This Contract is in its final renewal year.

2. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective November 5, 2012.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on November 5, 2012 or the last date of signature by all parties, whichever is later.

**BALANCE OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY: CITY OF BROOKSVILLE**

SIGNED BY:                     DRAFT - DO NOT SIGN                      
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
FEID #: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality,  
subject to execution.**

SIGNED BY: \_\_\_\_\_  
NAME: **Kenneth S. Tucker**  
TITLE: **Secretary  
Department of Corrections**  
DATE: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_  
NAME: **Jennifer A. Parker**  
TITLE: **General Counsel  
Department of Corrections**  
DATE: \_\_\_\_\_

Revised Addendum A

Inmate Work Squad Detail of Costs for City of Brooksville  
 Interagency Contract Number WS715 AMD#1 Effective November 5, 2012

\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\*

	Per Officer Annual Cost	Total Annual Cost
Officers Salary	\$ 54,194.00	\$ 54,194.00
Salary Incentive Payment	\$ 1,128.00	\$ 1,128.00
Repair and Maintenance	\$ 121.00	\$ 121.00
State Personnel Assessment	\$ 399.00	\$ 399.00
Training/Criminal Justice Standards	\$ 200.00	\$ 200.00
Uniform Purchase	\$ 400.00	\$ 400.00
Uniform Maintenance	\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *	\$ 1,642.00	\$ 1,642.00
Technology Fee	\$ 462.00	\$ 462.00
<b>TOTAL - To Be Billed By Contract To Agency</b>	<b>\$ 58,896.00</b>	<b>\$ 57,254.00</b>

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

Officers Salary # Officers: Multiplier 1

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

- Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

Number Squads	Total Annual Cost
1	\$ 750.00
<b>TOTAL - To Be Billed By Contract To Agency</b>	<b>\$ 750.00</b>

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES  NO   
 ENCLOSED TRAILER REQUIRED: YES  NO

**Revised Addendum A**  
**Inmate Work Squad Detail of Costs for City of Brooksville**  
**Interagency Contract Number WS715 AMD#1 Effective November 5, 2012**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:		Per Unit Cost	Number of Units
Hand Held Radio	MACOM \$4833.00		
Vehicle Mounted Radio	MACOM \$5119.00		1
<b>TOTAL Operating Capital To Be Advanced By Agency</b>			

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

- Operating Capital - from Section IV.
- Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**

- Correctional Officer Salaries and Position-Related Expenses - from Section I.
- Other Related Expenses and Security Supplies - from Section II.
- Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$57,254.00
\$750.00
\$58,004.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**  
**(Total of Sections V. and VI.)**

\$58,004.00
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**VIII. OVERTIME COSTS:**

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs for City of Brooksville**  
**Interagency Contract Number WS715 AMD#1 Effective November 5, 2012**

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.  
**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



**AGENDA ITEM  
MEMORANDUM**

**To:** The Honorable Mayor and City Council Members  
**Via:** T. Jennene Norman-Vacha, City Manager  
**From:** Richard W. Radacky, Director of Public Works  
**Subject:** Ordinance No. 829 - Mosquito Control Municipal Service Taxing Unit  
**Date:** May 25, 2012

**GENERAL SUMMARY/BACKGROUND:** In the final hearings of the Fiscal Year 2011-12 budget process, the Hernando County Board of County Commissioners approved for the creation and adoption of a new Municipal Service Taxing Unit (MSTU) for mosquito control services. The Mosquito Control MSTU millage initially established by Hernando County Board of County Commissioners is 0.1 mil. County code as adopted (Attachment 1), allows for municipality inclusion in the MSTU when, "...such municipality consents by ordinance in accordance with the provisions of Section 125.01 (1)(q), Florida Statutes, as may be amended from time to time, to the imposition of the MSTU within the municipality."

Additionally, the Hernando County Board of County Commissioners adopted Resolution 2012-25 (Attachment 2) on January 24, 2012, calling for a ballot referendum asking whether County voters want the County Commission to continue to levy a property tax of up to 0.1 of one mil to fund mosquito control activities. The ballot question will appear on the General Election ballot, Tuesday, November 6, 2012, for consideration by voters within the County.

In order for the City to be included in Hernando County's MSTU for mosquito control services, the City Council must adopt the attached Ordinance 829 (Attachment 3), and file it with the Hernando County Property Appraiser's Office, not later than June 5, 2012.

Please note that the City Council can decide not to "opt in" to the Hernando County Mosquito Control MSTU, if the Council desires to seek other service delivery options for mosquito control services. However, staff has learned, since the first reading, that if Council decides to "opt in" it cannot "opt out" for one (1) year. Service delivery options could include contracting with Hernando County for such service or another public/private provider/vendor. This approach would require an allocation from the City's General Fund Budget.

Council, at its May 21, 2012, meeting approved the first reading of Ordinance No. 829.

**BUDGET IMPACT:** Considering the 2011-12 property values of the City at 95%, a tax of 0.1 mil would generate \$37,052. As values are projected to decrease for FY 2012-13, we project that approximately \$35,000 would be generated through the City's portion of the MSTU.

**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, to enact ordinances; and pursuant to Section 1.03 and Section 2.13 of the Charter, the City has the power to enable it to conduct municipal functions and to adopt ordinances to carry out those functions.

**STAFF RECOMMENDATION:** Staff recommends consideration of and direction to staff for Ordinance 829 upon second reading upon roll-call vote.

**ATTACHMENTS:** 1) County Code – Article VIII – Mosquito Control  
2) Hernando County Resolution 2012-25  
3) City Ordinance 829

**ORDINANCE NO. 829**

**AN ORDINANCE OF THE CITY OF BROOKSVILLE,  
CONSENTING TO BE INCLUDED IN THE  
HERNANDO COUNTY MOSQUITO CONTROL  
MUNICIPAL SERVICE TAXING UNIT CREATED BY  
HERNANDO COUNTY ORDINANCE NO. 2011-11;  
PROVIDING FOR CONFLICT AND SEVERABILITY;  
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Hernando County Board of County Commissioners created the Hernando County MOSQUITO CONTROL MUNICIPAL SERVICE TAXING UNIT (hereinafter, "the Unit") by its Ordinance No. 2011-11; and,

WHEREAS, Section 6 of the Hernando County Ordinance No. 2011-11 provides that "The provisions of this ordinance creating a MSTU shall not be effective within any municipality in Hernando County unless and until such municipality consents by ordinance in accordance with the provisions of Section 125.01(1)(q), Florida Statutes, as it may be amended from time to time, to the imposition of the MSTU within the municipality;" and,

WHEREAS, the City of Brooksville anticipates the approval of an interlocal agreement with Hernando County which will provide for the development of a comprehensive long-range county-wide mosquito control program with project funding and implementation schedules; and,

WHEREAS, the City of Brooksville City Council deems it to be advisable to consent to inclusion of the City of Brooksville in the Unit for the purposes of mosquito control;

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

SECTION 1. Inclusion of City in Unit. The City of Brooksville, by this Ordinance, hereby consents to the inclusion of the City of Brooksville in the Hernando County Mosquito Control Municipal Service Taxing Unit created by Hernando County Ordinance No. 2011-11.

SECTION 2. Conflict. Any ordinance or code of the city, or any portion thereof, in conflict with the provisions of this ordinance, is hereby repealed to the extent of such conflict.

SECTION 3. Severability. In the event that any portion or section of this ordinance is determined to be invalid, unlawful or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this ordinance, which shall remain in full force and effect.

SECTION 4. Effective Date. This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

CITY OF BROOKSVILLE

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

By: \_\_\_\_\_  
Joseph E. Johnston, III, Mayor

PASSED on First Reading May 21, 2012  
NOTICE Published on May 25, 2012  
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 COUNCILMEN

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

**FROM:** TIMOTHY MOSSGROVE, FIRE CHIEF *Timothy Mossgrove*

**SUBJECT:** ORDINANCE NO. 827 EMERGENCY MANAGEMENT  
ORDINANCE UPDATE

**DATE:** May 25, 2012

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**GENERAL SUMMARY/BACKGROUND:** At the May 21, 2012, meeting of Council, Ordinance No. 827 was approved for first reading updating Chapter 22 of the code of ordinances Article II States of Emergency created by Ordinance 540. It outlines certain lines of authority in declaring a state of local emergency. Revisions to section 6 have been made that allow local government to impose certain emergency measures as permissible and adopted in Florida Statue 252.

As subsequently stated Hernando County Comprehensive Emergency Management Plan (CEMP) as currently adopted by Hernando County Board of County Commissioners recognizes and includes the City of Brooksville as it relates to declared emergencies such as natural, technological, manmade disaster, emergency or imminent threats. We have been working as part of a county-wide team on updating the current CEMP as applicable under Florida Statue 252. The update will be approved in the upcoming months by the Hernando County Board of County Commissioners.

**BUDGET IMPACT:** In staff's view, the adoption of this Ordinance has no current budget impact.

**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. Please see attached memo (Attachment 1) regarding additional legal review.

**STAFF RECOMMENDATION:** Staff recommends approval of Ordinance 827 on second reading upon roll-call vote.

**ATTACHMENTS:**

1. Memo from City Attorney dated 03/24/12
2. Ordinance No. 827

# Attachment 1

Memo from City Attorney dated 03/24/12



*We mean business<sup>SM</sup>*

**MEMORANDUM**

**TO: MAYOR JOSEPH E. JOHNSTON, III**

**FROM: ROBERT B. BATTISTA, ESQ.**  
**THE HOGAN LAW FIRM AS CITY ATTORNEY**

**CC: THOMAS S. HOGAN, JR.**

**RE: PROPOSED ORDINANCE NO. 827**

**DATE: MARCH 24, 2012**

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Chapter 22, State of Emergency, Brooksville Code of Ordinances (adopted 1988) currently provides guidance in the area of emergency response when the City Council is unable to meet and take collective action. The proposed ordinance reflects changes that have occurred in the area of emergency management since September 11, 2001 and Hurricane Katrina.

A national emergency response system has been established with standardized command control, communication and flexible response modules designed to meet emergency situations from the national level to the local level. In Florida, Chapter 252, Florida Statutes provides direction and authority for all levels of government to respond to emergency situations. The local action plan is the Hernando County Comprehensive Emergency Management Plan (CEMP). The City is a fully integrated subset within the plan and participated in the development of the local plan as well as the plan update process.

The revisions reflected in the proposed ordinance reflect the integration of the City in the CEMP, and the numerous amendments (7) to Chapter 252, Florida Statutes since 1988.

# Attachment 2

Ordinance No. 827

ORDINANCE NO. 827

**AN ORDINANCE RELATING TO DECLARATION OF A STATE OF LOCAL EMERGENCY IN THE EVENT OF A NATURAL, TECHNOLOGICAL OR MANMADE DISASTER OR THE IMMINENT THREAT THEREOF; PROVIDING THE PURPOSE AND INTENT OF THE ORDINANCE; PROVIDING DESIGNATION OF CERTAIN CITY OFFICIALS WITH AUTHORITY TO DECLARE A STATE OF LOCAL EMERGENCY; PROVIDING DEFINITION OF EMERGENCY; PROVIDING FOR LENGTH OF TIME AUTHORIZED FOR A DECLARED STATE OF LOCAL EMERGENCY AND PROVISIONS FOR EXTENSION AND/OR TERMINATION OF SAME; PROVIDING FOR ACTIVATION OF DISASTER EMERGENCY PLANS; PROVIDING FOR IMPOSITION OF CERTAIN EMERGENCY MEASURES OR REGULATIONS; PROVIDING DISCLAIMER OF LIMITATION OF AUTHORITY; PROVIDING PENALTIES; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN 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**, the City Council has previously adopted Ordinance No. 540 relating state of local emergency; and,

**WHEREAS**, the City Council of the City of Brooksville, Florida desires to amend its Code of Ordinances, relating to its local state of emergency and repealing Ordinance No. 540 in it's entirety; and,

**WHEREAS**, With the possibility of the occurrence of natural, manmade, technological or other disasters and or emergencies resulting in destruction of property, and in order to ensure the readiness of the City of Brooksville to adequately respond to such disasters and provide for the protection of the life safety, health, property, welfare or the public peace of the people of the City of Brooksville, it is hereby determined to be in the best interests of the City of Brooksville that the following Ordinance be adopted.

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

**SECTION 1. PURPOSE AND INTENT OF ORDINANCE**

It is the intent of the City to designate a City official to declare a state of local emergency in conjunction with Hernando County Emergency Management Comprehensive Emergency Management Plan (CEMP) as currently adopted and updated in accordance with Florida Statutes, Chapter 252, in the event of a natural, technological or manmade disaster or emergency, or the imminent threat thereof, and to authorize certain actions relating thereto when a quorum of the City Council is unable to meet.

SECTION 2. DESIGNATION OF CERTAIN CITY OFFICIALS WITH AUTHORITY TO DECLARE A STATE OF LOCAL EMERGENCY

Pursuant to Chapter 252, Florida Statutes, which authorizes the waiver of procedures and formalities otherwise required of political subdivisions to take whatever prudent action is necessary to ensure the health, safety and welfare of the community in the event of a state of emergency, when a quorum of the city council is unable to meet, the Mayor of the City Council, or the Vice Mayor in his absence, or the Senior Council Member in succession, in the absence of the Mayor and Vice Mayor, is hereby designated and empowered to declare a state of local emergency whenever he or she shall determine that a natural, manmade disaster, technological or emergency has occurred or that the occurrence or threat of one is imminent and requires immediate and expeditious action.

SECTION 3. DEFINITION OF "EMERGENCY"

As defined in Florida Statutes, Chapter 252.34(3), "Emergency" means any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

SECTION 4. LENGTH OF TIME AUTHORIZED FOR A DECLARED STATE OF LOCAL EMERGENCY AND PROVISIONS FOR EXTENSION AND/OR TERMINATION OF DECLARED EMERGENCY

A state of local emergency shall be declared by proclamation by the City Official designated in Section 2 herein for a period of time up to seven (7) days, which may be extended as necessary in seven (7) day increments by subsequent proclamation, pursuant to Florida Statutes, Chapter 252.38(3)(a)5. The state of local emergency shall continue until terminated by proclamation by the designated City Official when he finds that the threat or danger no longer exists and/or until an emergency meeting of a quorum of the City Council can take place to terminate the state of local emergency.

SECTION 5. ACTIVATION OF DISASTER EMERGENCY PLANS

A declaration of a state of local emergency shall activate the disaster emergency plans applicable to the City of Brooksville as described in Hernando County's CEMP and shall be the authority for emergency measures such as evacuation orders and declaration of certain areas as being off limits, as well as authorize the use or distribution of any supplies, equipment, materials, and facilities assembled or arranged to be made available pursuant to such plans.

SECTION 6. IMPOSITION OF CERTAIN EMERGENCY MEASURES OR REGULATIONS

Upon the declaration of a state of local emergency pursuant to this Ordinance, emergency measures may be imposed by proclamation by the City official designated in Section 2, or duly approved and adopted by City Council when available pursuant to Brooksville City Charter or Code to protect the life, health, property, welfare, or public peace of the community. The purpose of this Ordinance is to provide authority and enforcement power as adopted and updated in Florida Statues, Chapter 252.

SECTION 7. DISCLAIMER OF LIMITATION OF AUTHORITY

Nothing in this Ordinance shall be construed to limit the authority of the City Council to declare or terminate a state of local emergency and take any action authorized under Florida Statue 252 when sitting in regular or special session.

SECTION 8. PENALTIES

Any person, firm or corporation who refuses to comply with or violates any section of this Ordinance, or the emergency measures or regulations which may be made effective pursuant to this Ordinance, shall be punished according to law and upon conviction for such offense, shall be punished by a fine not to exceed Five Hundred Dollars (\$500.00) or by imprisonment not to exceed sixty (60) days in the County Jail, or both. Each day of continued non-compliance or violation shall constitute a separate offense.

Nothing herein contained shall prevent the City from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this Ordinance or the emergency measures or regulations which may be made effective pursuant to this Ordinance. Such other lawful action shall include, but shall not be limited to, an equitable action for injunctive relief or an action at law for damages.

SECTION 9. CONFLICT AND SEVERABILITY

In the event this Ordinance conflicts with any other Ordinance of the City of Brooksville or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION 10. EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption.

**CITY OF BROOKSVILLE**

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

By: \_\_\_\_\_  
Joseph E. Johnston, III, Mayor

PASSED on First Reading May 21, 2012

NOTICE Published on May 25, 2012

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 \_\_\_\_\_

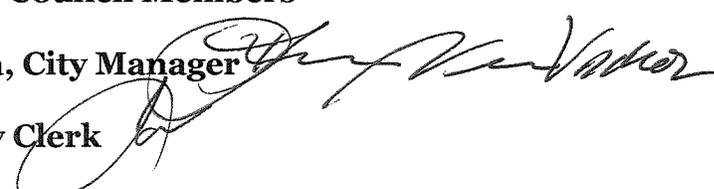
Johnston \_\_\_\_\_

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



AGENDA ITEM NO. F-3  
6/4/12

## AGENDA ITEM MEMORANDUM

**To:** Honorable Mayor and City Council Members  
**Via:** T. Jennene Norman-Vacha, City Manager   
**From:** Janice L. Peters, CMC, City Clerk  
**Subject:** Ordinance No. 828 – Referendum Charter Changes  
**Date:** May 22, 2012

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**GENERAL SUMMARY / BACKGROUND:** Council, at its May 21<sup>th</sup> meeting, approved Ordinance No. 828, which provides the ballot layout for referendum to be included in the November 6, 2012, General Election as recommended by the Charter Review Committee.

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

*yes* **LEGAL IMPACT:** 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:** Council adoption of Ordinance No. 828 upon second reading upon roll-call vote.

**ATTACHMENT:** Ordinance No. 828

**ORDINANCE NO. 828**

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF ORDINANCE NO. 287 RELATING TO THE GOVERNMENT OF THE CITY OF BROOKSVILLE; PROMULGATING, ESTABLISHING AND PROVIDING FOR A REVISED CHARTER OF THE CITY OF BROOKSVILLE; PROVIDING FOR A REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, there is hereby promulgated, established, and provided for amendments to the existing Charter of the City of Brooksville, and said amendments hereto are as set forth herein.

SECTION 1. The following charter sections 2.02 and 2.04 are hereby amended to read as follows:

Sec. 2.02. Qualification of city council members; term of office.

- (a) Any elector who has continuously resided in the City of Brooksville for at least one (1) year, immediately prior to qualifying, shall be eligible to hold the office of city council member.
- (b) Members shall be elected for a four-year term. Consecutive terms shall be limited to three (3), full, four (4) year terms with a minimum of a one-year period of time out of office before being allowed to run for council subsequently.

Sec. 2.04. Disqualification and forfeiture of office.

The council shall be the judge of the disqualification of its members and of the grounds for forfeiture of their office. Forfeiture of office by a council member shall be limited to the following:

- (1) Permanent inability to perform official duties.
- (2) Conviction of a felony.
- (3) Neglect of duty for failure to attend a majority of council meetings within the immediate prior six (6) months' term of office without just cause.
- (4) Council member no longer meets residency requirements of having primary residence within the city limits.

SECTION 2. This ordinance shall be posted and published as provided by law and each of the new or amended charter provisions set out in SECTION 1 hereof shall become effective and operative when and only if it is approved by a majority vote of the electors of the City of Brooksville voting on the question of the approval or disapproval of the same in and at the General Election to be held in the City of Brooksville on the 6<sup>th</sup> day of November, 2012.

SECTION 3. The form of the ballot questions in the referendum shall be as follows:

**NO. 1**  
**CHARTER AMENDMENT**  
**SECTION 2.02**

Increases consecutive term limits for Council Members to three (3) full four (4)-year terms of office.

Shall the amendment to the Charter as set out and proposed by City of Brooksville Ordinance No. 828, enacted by the City Council on the 2<sup>nd</sup> day of July, 2012, be ratified and approved?

YES - FOR THE AMENDMENT  
NO - AGAINST THE AMENDMENT

**NO. 2**  
**CHARTER AMENDMENT**  
**SECTION 2.04**

Allows for forfeiture of office should the Council member no longer meet residency requirements of having primary residence within the city limits.

Shall the amendment to the Charter as set out and proposed by City of Brooksville Ordinance No. 828, enacted by the City Council on the 2<sup>nd</sup> day of July, 2012, be ratified and approved?

YES - FOR THE AMENDMENT  
NO - AGAINST THE AMENDMENT

SECTION 4. If a majority of the electors of the City of Brooksville actually voting on such questions in such referendum shall vote for the approval of any of such amendments to the Charter, the Charter amendments so approved shall become operative and effective at 0001 a.m. of the 1st day of January, 2013; if a majority vote against the approval of any of such amendments to the Charter, then this ordinance, as to such amendments, shall not become effective and shall be no further force and effect.

SECTION 5. A certified copy of this Ordinance shall be submitted to the Hernando County Supervisor of Elections, and the Supervisor of Elections is requested to take such steps necessary to place the foregoing questions on the ballot for the General Election on the 6th day of November, 2012.

SECTION 6. This ordinance shall take effect immediately upon being passed and adopted by the City Council of the City of Brooksville, Hernando County, Florida.

**CITY OF BROOKSVILLE**

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

By: \_\_\_\_\_  
Joseph E. Johnston, III, Mayor

PASSED on First Reading May 21, 2012

NOTICE Published on May 25, 2012

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 Council Members

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

**From:** Tim Mossgrove, Fire Chief *[Signature]*

**Subject:** Ordinance No. 830 – Home Rule procedure for the imposition and collection of Special Assessments to fund Fire Protection Services

**Date:** May 29, 2012

**GENERAL SUMMARY:** Attached for consideration is Ordinance No. 830 which provides a home rule procedure for the imposition and collection of special assessments by the City of Brooksville to fund fire protection services. The procedure for initial implementation of an assessment generally involves adoption of an Annual Assessment Resolution following a duly noticed public hearing (the public hearing for consideration of the Annual Assessment Resolution for Fiscal Year 2012-13 is scheduled for June 18, 2012, immediately following second reading of this ordinance; the assessment roll has been posted to and is currently available for review on the City website).

In the future, City Council would consider subsequent Annual Assessment Resolutions as a part of and during its annual budget adoption process to establish the amount of the assessment for the forthcoming fiscal year. The ordinance also provides for collection of the assessments, either by direct billing of affected property owners or by inclusion of the assessment on the annual property tax bill administered by the county tax collector.

Since Ordinance No. 830 contemplates imposition of the assessments by the City through its home rule powers, staff has determined that there is no need for the continued existence of the Brooksville Fire District (the "BFD"), a dependent special district created in 2004 by City Ordinance No. 682 for the primary purpose of administering a special assessment program to fund fire protection services. Dissolving the BFD will eliminate an unnecessary layer of governmental administration. Ordinance No. 830 repeals Ordinance No. 682 as well as Ordinance No. 788 which established the procedure for the imposition of assessments by the BFD. That procedure is no longer necessary and could be a potential source of confusion if it remains in the City Code.

**BUDGET IMPACT:** The ordinance is purely procedural in nature and does not by its own operation impose any assessments. It merely sets forth the process to be followed to enable the City Council to consider the imposition of and collection of special assessments to fund fire protection services. The ordinance provides that such assessments may only be imposed by resolution after a duly noticed public hearing. Accordingly, the ordinance itself will have no impact on the budget.

**LEGAL IMPACT:** The City possesses home rule authority for the levy and collection of special assessments and has considerable latitude with respect to adopting a home rule procedure for the levy and collection of special assessments.

**RECOMMENDATION:** After careful review, staff recommends enactment of Ordinance No. 830 upon first reading upon roll-call vote and schedule second reading for June 18, 2012.

**ATTACHMENTS:** Ordinance No. 830

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**CITY OF BROOKSVILLE, FLORIDA**

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**FIRE SERVICE ASSESSMENT ORDINANCE**

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**FIRST READING JUNE 4, 2012**

**SECOND READING AND ADOPTION JUNE 18, 2012**

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ORDINANCE NO. 830

AN ORDINANCE RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF BROOKSVILLE, FLORIDA; AUTHORIZING THE IMPOSITION AND COLLECTION OF FIRE SERVICE ASSESSMENTS AGAINST PROPERTY THROUGHOUT THE CITY; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE PROCEDURES FOR IMPOSING AND COLLECTING FIRE SERVICE ASSESSMENTS; PROVIDING THAT FIRE SERVICE ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, COUNTY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS; PROVIDING FOR VARIOUS RIGHTS AND REMEDIES OF THE HOLDERS OF SUCH OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS WILL NOT CREATE A GENERAL DEBT OR OBLIGATION OF THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CITY ORDINANCE NOS. 682 AND 788; AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I  
INTRODUCTION

**SECTION 1.01. DEFINITIONS.** As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

**“Annual Assessment Resolution”** means the resolution described in Article II hereof, establishing the rate at which an Assessment for a specific Fiscal Year will be computed; and the adoption of which, after a duly noticed public hearing, shall be the final proceeding for the imposition of assessments for fire protection services and facilities.

**“Assessed Property”** means all parcels of land included in the Fire Service Assessment Roll that receive a special benefit from the continual availability of fire protection services and facilities.

**“Assessment”** or **“Fire Service Assessment”** means a special assessment imposed by the Council pursuant to this Ordinance, after a public hearing, to fund the Fire Service Assessed Cost. The term “Assessment” and the reference to special assessments or non-ad valorem assessments herein means those assessments which are not based solely upon millage and which can become a lien against a homestead as permitted by Article X, Section 4 of the Florida Constitution, as amended.

**“Assessment Coordinator”** means the City Manager, or such person’s designee, responsible for coordinating calculation and collection of Assessments as provided herein.

**“Assessment Ordinance”** or **“Ordinance”** means this Ordinance.

**“Assessment Roll”** or **“Fire Service Assessment Roll”** means the special assessment roll relating to an Assessment confirmed by the City Council after a public hearing required in Article II hereof.

**“City”** means the City of Brooksville, Florida.

**“City Clerk”** means the Clerk to the City Council, or such person’s designee.

**“City Council”** means the governing body of the City of Brooksville, Florida.

**“City Manager”** means the chief administrative office of the City.

**“Fire Service Assessed Cost”** means that portion of the annual budget for any Fiscal Year representing all or some portion of the cost of maintaining continual readiness to provide fire protection to Tax Parcels within the City which will be funded through the imposition of Fire Service Assessments. In the event the City also imposes an impact fee upon new growth or development for capital improvements related to fire protection, the Fire Service Assessed Cost shall not include costs attributable to capital improvements necessitated by new growth or development which were included in the computation of such impact fee or which are otherwise funded by such impact fee.

**“Fiscal Year”** means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

**“Government Property”** means property owned by the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

**“Obligations”** means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligation issued or incurred to finance fire protection facilities and equipment and secured, in whole or in part, by proceeds of the Assessments.

**“Pledged Revenue”** means, as to any series of Obligations, (A) the proceeds of such Obligations, including investment earnings, (B) proceeds of the Assessments pledged to secure the payment of such Obligations, and (C) any other legally available non-ad valorem revenue pledged, at the City Council's sole option, to secure the payment of such Obligations, as specified by this Ordinance and any resolution authorizing such Obligations.

**“Property Appraiser”** means the Property Appraiser of Hernando County, Florida.

**“Tax Collector”** means the Tax Collector of Hernando County, Florida.

**“Tax Parcel”** means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

**“Tax Roll”** means the real property ad valorem tax assessment roll and data base maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

**“Uniform Assessment Collection Act”** means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

**SECTION 1.02. INTERPRETATION.** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this Ordinance; and the term “hereafter” means after, and the term “heretofore” means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

**SECTION 1.03. FINDINGS.** It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the City Council has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law and such power may be exercised by the enactment of City ordinances.

(B) The City Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the City Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to fire protection services, facilities or programs.

(C) The special benefits to affected lands provided as a result of an Assessment include by way of example and not limitation, the continual availability and use of fire protection services to each tax parcel within the City, protection of public safety, stable or decreasing insurance costs, a potential increase in value to property, and an assured level of service to landowners and tenants.

(D) The constant and continued preparedness to provide fire protection services, facilities and programs possess a logical relationship to the value, use and enjoyment of real property by: (1)

protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (2) protecting the life and safety of intended occupants in the use and enjoyment of real property; (3) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (4) providing protection for uninsured or underinsured property and property owners; and (5) containing the spread of fire incidents, sometimes occurring on vacant or undeveloped property, with the potential to spread and endanger the structures and occupants of nearby improved property, thereby limiting liability.

(E) The combined fire control and associated basic life support emergency medical services of the City under its existing consolidated fire protection program enhances and strengthens the relationship of such services to the value, use and enjoyment of the parcels of property within the City.

(F) The Assessment imposed pursuant to this Ordinance is imposed by the City Council, not the Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Ordinance shall be construed as ministerial.

(G) The annual Assessments to be imposed pursuant to this Ordinance are special assessments and may also constitute and be described as non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(H) The purpose of this Ordinance is to: (1) provide procedures and standards for the imposition of city-wide Assessments under the home rule powers of a municipality to impose special assessments, (2) authorize a procedure for the funding of fire protection services, facilities, or programs providing special benefits to property within the City, and (3) establish a significant tax equity tool which can be used to reduce a dependence on property taxes alone as a source of funding for fire protection services, facilities and programs, reduce demand on other legally available funds, allow for local policy discretion as difficult overall budget choices are made by the City Council each year, and give the community a more equitable, balanced, sustainable and dedicated means of funding essential fire protection related services and capital improvements.

[Remainder of page intentionally left blank.]

**ARTICLE II**  
**ANNUAL FIRE SERVICE ASSESSMENTS**

**SECTION 2.01. GENERAL AUTHORITY.**

(A) The City Council is hereby authorized to impose an annual Assessment to fund all or any portion of the Fire Service Assessed Cost upon benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of fire protection services, facilities, or programs. For purposes of this Ordinance, references to 'benefit', 'special benefit', 'benefitted property' or the like also include the relief of a burden to continually stand in readiness created by real property as well as improvements thereon. All Assessments shall be imposed in conformity with the procedures set forth in this Article II.

(B) The amount of the annual Assessment imposed each Fiscal Year against each parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a fair and reasonable apportionment of the Fire Service Assessed Cost among properties on a basis reasonably related to the special benefit provided by fire protection services, facilities, or programs funded with Assessment proceeds. The amount of the annual Assessment imposed each Fiscal Year shall include administration and collection costs associated with the annual Assessment. In the event the Assessments are collected pursuant to the Uniform Assessment Collection Act, the amount of the annual Assessment will also include fees imposed by the Property Appraiser and Tax Collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the Assessments annually on the same bill as property taxes. Nothing contained in this Ordinance shall be construed to require the imposition of Assessments against Government Property.

**SECTION 2.02. PROCEEDINGS.** The proceedings for the imposition of an Assessment shall include a public hearing noticed in the manner set forth in Section 2.04 hereof, and the adoption at or anytime thereafter of an Annual Assessment Resolution which shall (A) contain a brief and general description of the fire protection services, facilities or programs to be provided, (B) describe the method or methods of apportioning the Fire Service Assessed Cost among affected Tax Parcels, (C) describe the Tax Parcels, if any, to be exempted from the Fire Service Assessment for legal or public policy purposes, (D) identify the rate or rates of assessment and approve and adopt the annual Assessment Roll, consistent with the requirements of Section 2.03 hereof, and (E) determine the method of collecting the Fire Service Assessment.

**SECTION 2.03. ASSESSMENT ROLL.**

(A) The Assessment Coordinator shall prepare, or direct the preparation of, the Assessment Roll, which shall contain the following:

- (1) A summary description of all Assessed Property by Tax Parcel conforming to the description contained on the Tax Roll.
- (2) The name of the owner of the Assessed Property.
- (3) The extension or application of the rates of the proposed Assessment to be imposed against each such Tax Parcel of Assessed Property.

(B) The Assessment Roll shall be retained by the Assessment Coordinator and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Assessment for each Tax Parcel of property can be determined by use of the internet, a computer terminal available to the public or similar technology available to the public.

**SECTION 2.04. NOTICE.** At least twenty (20) days prior to the public hearing, the City shall notice the public hearing by publication in a newspaper generally circulated within the boundaries of the City. The notice shall provide the date, time and place of the hearing. The notice shall contain a general statement that the City Council will consider a special assessment throughout the City on the various parcels of property within the City to fund all or a portion of the cost to continually be available and stand ready to provide fire protection services, facilities and programs, the proposed rates or explanation of the schedule of Assessments and include general information pertaining to the proposed apportionment methodology, the method of collection and a statement that all affected property owners have a right to appear at the public hearing and the right to file written objections within twenty (20) days of the publication of the notice. The notice shall direct all interested persons to the Assessment Roll and information concerning the amount of the proposed Assessment applicable to each parcel of property; provided, however, that such Assessment Roll need not be in printed form if the amount of the Assessment for each parcel of property can be determined by use of the internet, a computer terminal available to the public, or similar technology available to the public.

**SECTION 2.05. ANNUAL ASSESSMENT RESOLUTION.** At the time named in such notice, or to which an adjournment or continuance may be taken by the City Council, the City Council shall receive any written comments or objections of interested persons and may then, or at any subsequent meeting of the City Council, adopt the Annual Assessment Resolution which shall (A) establish the rate of assessment to be imposed in the designated Fiscal Year; (B) approve and adopt the Assessment Roll, with such amendments and directions as it deems just and right; and (C) provide

direction as to the method of collection. All parcels assessed shall derive a special benefit from the fire protection services, facilities, or programs to be provided or constructed and the Assessment shall be fairly and reasonably apportioned between the properties that receive the special benefit. All objections to the Annual Assessment Resolution shall be made in writing, and filed with the Assessment Coordinator at or before the time or adjourned time of such hearing. The Annual Assessment Resolution as confirmed shall constitute the final action necessary annually to impose or re-impose Assessments hereunder.

**SECTION 2.06. EFFECT OF ANNUAL ASSESSMENT RESOLUTION.**

The Assessments for the initial Fiscal Year and each subsequent Fiscal Year shall be established upon adoption and confirmation of the Annual Assessment Resolution. The adoption and confirmation of the Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the rate of assessment, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of the City Council action confirming on the Annual Assessment Resolution. The initial Assessment Roll, as approved by the Annual Assessment Resolution, shall be delivered for collection using the traditional direct billing method of collection described in Section 3.02 hereof to collect the Assessments, or such other method as the City Council by resolution shall designate.

**SECTION 2.07. ADOPTION OF SUBSEQUENT ANNUAL ASSESSMENT RESOLUTIONS.**

The City Council may adopt subsequent Annual Assessment Resolutions as a part of and during its budget adoption process for each Fiscal Year following the initial Fiscal Year for which an Assessment is imposed hereunder. The Annual Assessment Resolution shall approve the Assessment Roll for the upcoming Fiscal Year. The Assessment Roll may be prepared in accordance with the methods of apportionment set forth in the prior Assessment Resolution but may include modifications as a matter of policy as to what, if any, portion or portions of the City's budget is paid for from legally available funds other than Assessment revenues. Failure to adopt an Annual Assessment Resolution during the budget adoption process may be cured at any time.

**SECTION 2.08. ALTERNATIVE USE OF UNIFORM ASSESSMENT COLLECTION ACT.**

(A) The City may determine to use the uniform method of collection provided for in the Uniform Assessment Collection Act; provided, however that all of the extraordinary procedures required by the Uniform Assessment Collection Act can be and are timely complied with.

(B) In the event the uniform method of collection provided for in the Uniform Assessment Collection Act is determined to be used, the Assessment Coordinator shall publish notice which shall conform to the requirements set forth in the Uniform Assessment Collection Act and, in addition to the requirements set forth in this Ordinance, the Assessment Coordinator shall provide notice of the proposed Assessment by first class mail to the owner of each parcel of property subject to the Assessment which shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such mailed notice may be provided by including the Assessment in the Property Appraiser's notice of proposed property taxes and proposed or adopted non-ad valorem assessments under s. 200.069, Florida Statutes, or its successor in function. The Assessment Coordinator may provide proof of such notice by affidavit. Failure of the owner to receive notice due to mistake or inadvertence shall nevertheless not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of an Assessment imposed by the City Council pursuant to this Ordinance.

(C) The City Council may also establish by resolution or directive such reasonable procedures or directions to confirm and comply with the Uniform Assessment Collection Act as may be practicable and necessary.

(D) Nothing herein shall preclude the City Council from establishing by resolution a maximum rate of assessment provided that notice of such maximum assessment rate is provided pursuant to the Uniform Assessment Collection Act. In the event that the uniform method of collection provided for in the Uniform Assessment Collection Act is used and (1) the proposed Assessment for any Fiscal Year exceeds the maximum rate of assessment adopted by the City Council and included in notice previously provided to the owners of Assessed Property pursuant to the Uniform Assessment Collection Act, (2) the method of apportionment is changed or the purpose for which the Assessment is imposed is substantially changed from that represented by notice previously provided to the owners of Assessed Property pursuant to the Uniform Assessment Collection Act, (3) Assessed Property is reclassified in a manner which results in an increased Assessment from that represented by notice previously provided to the owners of Assessed Property pursuant to the Uniform Assessment Collection Act, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice and opportunity to be heard shall be provided to the owners of such Assessed Property. Such notice shall substantially conform to the notice requirements set forth in the Uniform Assessment Collection Act and inform the owner of the time, date and place for adoption of the Annual Assessment Resolution. The failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor

release or discharge any obligation for payment of an Assessment imposed by the City Council pursuant to this Ordinance.

(E) The Assessment Roll, as approved by the Annual Assessment Resolution, shall be certified and delivered to the Tax Collector as required by the Uniform Assessment Collection Act.

**SECTION 2.09. LIEN OF FIRE SERVICE ASSESSMENTS.** Upon the adoption of the Assessment Roll, all Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, until paid such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims. The lien for an Assessment shall be deemed perfected upon adoption by the City Council of the Annual Assessment Resolution. The lien for an Assessment collected under the Uniform Assessment Collection Method shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the Tax Roll. The lien for an Assessment collected under the traditional method of collection provided in Section 3.02 hereof shall be deemed perfected upon adoption and confirmation by the City Council of the Annual Assessment Resolution, after a public hearing, and shall attach to the property on such date of each such Annual Assessment Resolution.

**SECTION 2.10. REVISIONS TO FIRE SERVICE ASSESSMENTS.** If any Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the City Council is satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the City Council has omitted any property on the Assessment Roll which property should have been so included, the City Council may take all necessary steps to impose a new Assessment against any property benefited by the Fire Service Assessed Costs, following as nearly as may be practicable, the provisions of this Ordinance and in case such second Assessment is annulled, vacated, or set aside, the City Council may obtain and impose other Assessments until a valid Assessment is imposed.

**SECTION 2.11. PROCEDURAL IRREGULARITIES.** Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Assessment as finally approved shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all other proceedings adequate to such Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured

thereby. Notwithstanding the provisions of this Section, any party objecting to an Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

**SECTION 2.12. CORRECTION OF ERRORS AND OMISSIONS.**

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, Assessment Coordinator, City Council, or their deputies, employees, or agents shall operate to release or discharge any obligation for payment of an Assessment imposed by the City Council under the provision of this Ordinance.

(B) When it shall appear that any Assessment should have been imposed under this Ordinance against a parcel of property specially benefited by the provision of fire protection services, facilities, or programs, but that such property was omitted from the Assessment Roll, the City Council may, upon provision of notice to the owner by first class mail, impose the applicable Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Assessment due for the prior two Fiscal Years. Such total Assessment shall become delinquent if not fully paid upon the expiration of sixty (60) days from the date of the adoption of said resolution. The Assessment so imposed shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved and may be collected as provided in Article III hereof.

(C) The Assessment Coordinator shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the owner of any property subject to an Assessment, based upon presentation of competent and substantial evidence, to correct any error in applying the Assessment apportionment method to any particular parcel of property not otherwise requiring the provision of mailed notice pursuant to this Ordinance or the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Ordinance. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the Assessment Coordinator and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the Assessment Coordinator.

**SECTION 2.13. INTERIM ASSESSMENTS.**

(A) An interim Assessment shall be imposed against all property for which a Certificate of Occupancy is issued after adoption and confirmation of the Annual Assessment Resolution. The amount of the interim Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Assessment Resolution for the Fiscal Year in which the Certificate of Occupancy is issued. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Assessment shall also include an estimate of the subsequent year's Assessment. No Certificate of Occupancy shall be issued until full payment of the interim Assessment is received by the City. Issuance of the Certificate of Occupancy by mistake or inadvertence, and without the payment in full of the interim Assessment, shall not relieve the owner of such property of the obligation of full payment. For the purpose of this provision, such interim Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all State, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved.

(B) Exclusive of property for which an interim Assessment was paid pursuant to subsection (A) hereof, an interim Assessment shall also be imposed against any property which for any reason was omitted from the Fire Service Assessment Roll or was not listed on the Tax Roll as an individual Tax Parcel as of the effective date of the Assessment Roll approved by the Annual Assessment Resolution for any upcoming Fiscal Year. For the purpose of this provision, such interim Assessment shall be deemed due and payable and shall constitute a lien against such property for which it is imposed. Said lien shall be equal in rank and dignity with the liens of all State, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved.

[Remainder of page intentionally left blank.]

**ARTICLE III**  
**COLLECTION OF FIRE SERVICE ASSESSMENTS**

**SECTION 3.01. COLLECTION.**

(A) The process of collection is driven by many equitable, practical and economic factors. The traditional direct billing method is initially far less expensive and provides fair and adequate notice and opportunity to be heard through publication in a newspaper of general circulation. The uniform method of collection additionally provides extraordinary notice by individual mailing, but such notice is many times more expensive than published notice. The individually mailed notice required by the Uniform Assessment Collection Act is extraordinary and unique to collection of an Assessment occurring along with and included on the same bill as for ad valorem taxes.

(B) Unless otherwise directed by the City Council, the Assessments shall be collected pursuant to the traditional direct billing method provided in Section 3.02 hereof. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by this Ordinance or the Uniform Assessment Collection Act.

**SECTION 3.02. TRADITIONAL METHOD OF COLLECTION.** The City may elect to collect the Assessments by any other method which is authorized by law or provided by this Section as follows:

(A) The City shall provide Assessment bills by first class mail to the owner of each affected parcel of property, other than Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Assessment is due, and (7) a statement that the Assessment constitutes a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Assessments throughout the City may be recorded in the Official Records of the County. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The City shall have the right to appoint or retain an agent to foreclose and collect all delinquent Assessments in the manner provided by law.

(D) An Assessment shall become delinquent if it is not paid within thirty (30) days from the date any installment is due. The City or its agent shall notify any property owner who is delinquent in payment of his or her Assessment within ninety (90) days from the date such assessment was due. Such notice shall state in effect that the City or its agent may either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property; or (2) cause an amount equivalent to the delinquent Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(E) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or corporation. The City may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(F) In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses attributable thereto, may be collected subsequently pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(G) Any City Council action required in the collection of Assessments may be by resolution.

**SECTION 3.03. UNIFORM METHOD OF COLLECTION.**

(A) In lieu of utilizing any other method of collection available to the City, the City may elect to collect Assessments using the uniform method pursuant to the Uniform Assessment Collection Act; and, for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, or program provided, (1) the collection method used in connection with the prior year's

assessment did not employ the use of the uniform method of collection authorized by the Uniform Assessment Collection Act, (2) notice is provided to the owner, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

(B) If the City Council determines the Assessments are to be collected on the same bill as for ad valorem taxes, then the Assessment coordinator shall comply and conform to the extraordinary requirements of the Uniform Assessment Collection Act.

**SECTION 3.04. GOVERNMENT PROPERTY.**

(A) To the extent permitted by law, the City reserves the right to impose a charge or fee comparable in amount to Assessments on Governmental Property. As used in this section, the context of the term 'Assessment' shall refer to such a charge or fee. If Assessments are imposed against Government Property, the City shall provide Assessment bills by first class mail to the owner or agent of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Assessment is due.

(B) Assessments imposed against Government Property shall be due on the same date as all other Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) An Assessment shall become delinquent if it is not paid within thirty (30) days from the date any installment is due. The City shall notify the owner of any Government Property that is delinquent in payment of its Assessment within sixty (60) days from the date such assessment was due. Such notice shall state that the City will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, an Assessment imposed against Government Property may be collected as a surcharge on a utility bill provided to such Government Property in twelve installments with a remedy of a mandamus action in the event of non-payment. The City Council may also contract for such billing services with any utility not otherwise owned by the City.

[Remainder of page intentionally left blank.]

**ARTICLE IV  
ISSUANCE OF OBLIGATIONS**

**SECTION 4.01. GENERAL AUTHORITY.**

(A) The City Council shall have the power and is hereby authorized to provide by ordinance or resolution, at one time or from time to time in series, for the issuance of Obligations to fund fire protection facilities and equipment and any amounts to be paid or accrued in connection with issuance of such Obligations including but not limited to capitalized interest, transaction costs and reserve account deposits.

(B) The principal of and interest on each series of Obligations shall be payable from Pledged Revenue. The City Council may agree, by ordinance or resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The City Council may also provide, by ordinance or resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such ordinance or resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

**SECTION 4.02. TERMS OF THE OBLIGATIONS.** The Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by ordinance or resolution of the City Council, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions, all as may be fixed by the City Council. Said Obligations shall mature not later than forty (40) years after their issuance. The City Council shall determine by ordinance or resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the City Council shall determine by ordinance or resolution. The Obligations may be delivered to any contractor to pay for the provision of fire protection facilities and equipment or may be sold in such manner and for such price as the City Council may determine by ordinance or resolution to be for the best interests of the City.

**SECTION 4.03. VARIABLE RATE OBLIGATIONS.** At the option of the City Council, Obligations may bear interest at a variable rate.

**SECTION 4.04. TEMPORARY OBLIGATIONS.** Prior to the preparation of definitive Obligations of any series, the City Council may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The City Council may also provide for the replacement of any Obligations which shall become mutilated, destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things other than those proceedings, conditions or things which are specifically required by this Ordinance.

**SECTION 4.05. ANTICIPATION NOTES.** In anticipation of the sale of Obligations, the City Council may, by ordinance or resolution, issue notes and may renew the same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Assessments, the proceeds of the notes and such other legally available moneys as the City Council deems appropriate by ordinance or resolution. Said notes shall mature within five (5) years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The City Council may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

**SECTION 4.06. TAXING POWER NOT PLEDGED.** Obligations issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the City within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue and, if applicable, proceeds of the Assessments, in the manner provided herein and by the ordinance or resolution authorizing the Obligations. The issuance of Obligations under the provisions of this Ordinance shall not directly or indirectly obligate the City to levy or to pledge any form of ad valorem taxation whatsoever. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Revenue.

**SECTION 4.07. TRUST FUNDS.** The Pledged Revenue received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the ordinance or resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the City, or its designee, in the manner provided by the ordinance or resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the

City shall be subject to the lien and pledge of the holders of any Obligations or any entity other than the City providing credit enhancement on the Obligations.

**SECTION 4.08. REMEDIES OF HOLDERS.** Any holder of Obligations, except to the extent the rights herein given may be restricted by the ordinance or resolution authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the state or granted hereunder or under such ordinance or resolution, and may enforce and compel the performance of all duties required by this part, or by such ordinance or resolution, to be performed by the City.

**SECTION 4.09. REFUNDING OBLIGATIONS.** The City may, by ordinance or resolution of the City Council, issue Obligations to refund any Obligations issued pursuant to this Ordinance, or any other obligations of the City issued to finance fire protection facilities and equipment, and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Assessments set forth in an Annual Assessment Resolution or other resolution, the City Council shall provide notice to the affected property owners and conduct a public hearing in the manner required by this Ordinance.

[Remainder of page intentionally left blank.]

**ARTICLE V**

**GENERAL PROVISIONS**

**SECTION 5.01. APPLICABILITY** This Ordinance and the City's authority to impose assessments pursuant hereto shall be applicable throughout the City.

**SECTION 5.02. SEVERABILITY.** The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

**SECTION 5.03. ALTERNATIVE METHOD.** This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

**SECTION 5.04. REPEALER.** City Ordinance Nos. 682 and 788 are hereby repealed. All ordinances, resolution or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5.05. EFFECTIVE DATE.** This Ordinance shall be in force and take effect immediately upon its passage and adoption by the City Council.

**CITY COUNCIL OF THE  
CITY OF BROOKSVILLE, FLORIDA**

(SEAL)

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

By: \_\_\_\_\_  
Joseph E. Johnston, III, Mayor

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

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

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

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

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 COUNCIL MEMBERS**

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

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

**SUBJECT: SOUTHERN HILLS PLANTATION-CHANGE ORDER NUMBER 3**

**DATE: MAY 29, 2012**

**GENERAL SUMMARY/BACKGROUND:** The construction of improvements at the Cobb Road Water Reclamation Facility to accomplish reclaimed water standards is nearing completion. Substantial completion has been achieved and the contractor, Encore Construction Company, is correcting punch-list items. The reclaimed water project has taken almost 10 years to complete and is a monumental achievement involving the City, a developer that went bankrupt, a new developer, and numerous government agencies.

The remaining task for completion of the reclaimed water project is construction of structures for "Delivery"/"Acceptance" of reclaimed water on the Southern Hills' property (Reference Exhibit D, Attachment 1). This final task has been divided into two (2) parts. "Delivery" pertains to piping/structures needed to deliver reclaimed water to Pond 8AA (the onsite water storage facility) from the current reclaimed water transmission pipe that terminates within the developer's property near the guard house exit location. "Delivery" costs equate to approximately \$85,355. "Acceptance" pertains to structures that need to be built within the existing pond system(s) that are required to dispense reclaimed water to the distribution system (residential reclaimed water lines and golf course irrigation system) and construction of four (4) ground-water monitoring wells. "Acceptance" costs equate to approximately \$108,395.

"Delivery"/"Acceptance" includes construction of approximately 165 feet of piping, construction of a water level control structure, installation of valves, water meter, a telemetry monitoring system, and construction of ground-water monitoring wells. The anticipated construction cost is \$173,250 and design is \$20,500. The City will directly purchase the telemetry components for \$7,500, for a total of \$201,250. In meeting with representatives for GreenPointe, it was generally agreed that "Delivery" costs would be the responsibility of the City and "Acceptance" costs would be the responsibility of the developer. GreenePointe has indicated that it does not have the liquid capital to complete the "Acceptance" improvements at this time.

It is staff's opinion that construction of the "Delivery"/"Acceptance" structures can be best accomplished by the City. Encore is under contract with the City for construction of the Cobb Road Water Facility improvements. Having Encore perform the remaining work can be accomplished faster than having GreenPointe complete the work. Also, the Cooperative Funding Contract for construction of reclaimed water facilities with the Southwest Florida Water Management District (SWFWMD) is with the City. As such, SWFWMD will hold the City responsible for timely completion. They are also holding the City's retainage fee—approximately \$500,000.

For consideration of the City funding the “Delivery”/”Acceptance” costs and constructing the same, staff recommends reducing the time for supplying free reclaimed water to Southern Hills by three (3) years in the Utilities Service Agreement. (A six-year, free-water clause is stipulated in the Development Agreement between the City and GreenPointe). With the City funding costs, this would allow for the City to begin charging for reclaimed water three (3) years earlier than originally anticipated.

The SWFWMD estimates that reclaimed water is “affordable” at \$0.22 per 1,000 gallons. Hernando County has adopted an ordinance establishing a reclaimed water rate of \$0.26 per 1,000 gallons delivered to the property line. If the City were to adopt a similar bulk rate of \$0.26 per 1,000 gallons, the 3-year cost at 400,000 gallons per day would be \$113,800. Staff believes this is an acceptable “trade-off” with GreenPointe. It is also believed that the per 1,000 gallon rate and quantity are conservative numbers for estimation purposes.

In order to complete the project within the SWFWMD Construction Closeout Date (August 31, 2012) and Project Closeout Date (December 31, 2012), and to save costs, staff is recommending that Encore Construction Company, the contractor for construction of the Cobb Road improvements, be approved for construction of “Delivery” and “Acceptance” structures. Encore advised staff that if they were selected to complete the remaining work, they would not charge an additional mobilization cost (approximately \$20,000) since they have already mobilized to Brooksville. This is conditioned on them being given a notice to proceed by early June.

Attached is Change Order Number 3 which has been signed by Encore Construction Company, in the amount of \$201,250. Staff is of the opinion that approving Encore to do the work, now, will result in the completion of construction on time, thereby eliminating the risk of losing \$500,000 in retainage fees and saving \$20,000 in mobilization costs, all of which are in the best interests of the City.

**BUDGET IMPACT:** It is recommended that the \$201,250 be transferred from the Bond Settlement Fund Number 313 to our Water & Sewer Construction Fund Number 409. The current Cash Reserves in the Bond Settlement Fund Number 313 are \$241,829, which does not include this request. Fund Number 409 is the Enterprise Fund where the Cobb Road Reuse project is budgeted. A 2011/12 Budget Amendment is required for the transfer of the funds from the Bond Settlement Fund to our Water & Wastewater Construction Fund. In addition, a budget amendment for the capital expenditures of the “Delivery”/”Acceptance” structures is also required. The requested 2011/12 Budget Amendment is attached for your review. Should Council approve this request, the Bond Settlement Fund Number 313 balance will be \$40,579.

**LEGAL REVIEW:** The City Council has Home Rule Authority, pursuant to Article VIII, Section 2(b), Florida Constitution, that enables the Council to conduct municipal government, perform municipal functions and provide municipal services such as are proposed herein.

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve Change Order Number 3 with Encore Construction Company, in the amount \$173,250, for construction of “Delivery”/”Acceptance” structures for reclaimed water within Southern Hills Plantation. Also, that the City Council approve \$7,500 for purchase and installation of the telemetry system for the City. Further, that the Council amend the contract with Coastal Engineering Associates, Inc., in the amount of \$20,500, for the required additional design services. The amount for the costs of completing the Southern Hills’ onsite storage ponds would total \$201,250. In addition, staff recommends approval of the 2011/12 Budget Amendment attached.

**ATTACHMENTS:**

1. Exhibit D to the proposed Utilities Service Agreement
2. Executed Change Order Number 3
3. 2011/12 Budget Amendment

# Attachment 1

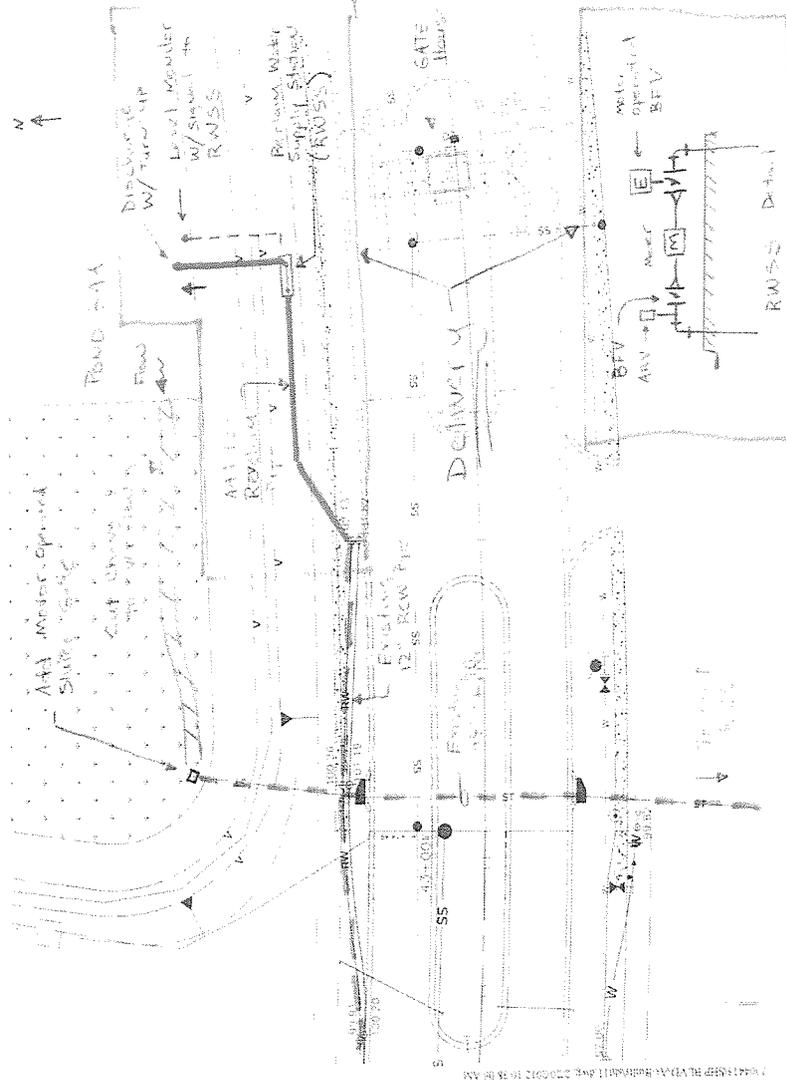
Exhibit D to the Proposed  
Utility Service Agreement

Cost Summary

Reclaimed Water Description	Construction Cost (Encore 3/19/12)	Delivery	Acceptance
Bonds / Insurance	\$4,250	\$2,000	\$2,250
12" RCW piping to Pond 8AA	\$65,000	\$65,000	\$0
Effluent Channel, Mechanical Gate, Electrical	\$63,000	\$0	\$63,000
Structure Modifications	\$25,000	\$12,000	\$13,000
Restoration	\$10,000	\$0	\$10,000
Monitor Well Installation	\$6,000	\$0	\$6,000
Subtotal	\$173,250	\$79,000	\$94,250
Professional Services	\$20,500	\$6,355	\$14,145
Total	\$193,750	\$85,355	\$108,395

Notes:

- 1) Construction costs assume pond 8AA can be lowered by pumping to pond 8CC.
- 2) Sampling of monitor wells shall be provided by the City.
- 3) Construction costs assume work can be completed within contract time for the Cobb Road WRF improvements.



# Attachment 2

Change Order No. 3

City of Brooksville  
201 Howell Av  
Brooksville, FL 34601

CHANGE ORDER #3

Project: City of Brooksville Cobb Road  
WRF Modifications

Date: 5/14/2012

TO: Encore Construction Company  
P.O. Box 771599  
Winter Garden, FL 34777-1599

The Contract is hereby amended as follows:

Adjustments to Contract Price per Section 4.0.1A. of Contract and Section 9.01 of General Conditions:

**1. The scope of Work is modified as follows:**

The Work is adjusted in accordance with the scope of work  
Described in the Attachment "Southern Hills Plantation Reuse  
System Proposal" dated March 19, 2012 attached hereto and  
incorporated herein.

**2. The Contract Price is modified as follows:**

Contract Price to Date	\$	3,117,000.00
Change Order #3 (Addition)	\$	173,250.00
Credits to Date (Deduction)	\$	(9,150.00)
Adjusted Contract Amount	\$	3,341,100.00

**3. The Contract Time is changed as follows:**

No additional contract time is required if approved by June 6, 2012.

City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601

Encore Construction Company LLC  
P.O. Box 771599  
Winter Garden, FL 34777

By Richard W. Radackey  
Signed [Signature]

Date 05-18-2012

By Timothy M. Behler  
Signed [Signature]

Date 5/15/12

\_\_\_\_\_  
Joseph E. Johnston, III, Mayor

\_\_\_\_\_  
Date

March 19, 2012

Coastal Engineering Associates, Inc.  
966 Candlelight Blvd.  
Brooksville, FL 34601

Attn: Mr. Burt Bennett

Reference: Cobb Road WRF – Reuse Expansion  
Southern Hills Plantation Reuse System

Dear Mr. Bennett:

As requested, Encore Construction Company is providing a revised proposal for the cost change associated with the modifications to the Southern Hills Planation Reuse System. Our price for the additional scope of work as show on the attached layout sketches is **\$173,250.00**.

In preparing our proposal, we have included the following Clarifications, Exclusions, and Exceptions in our price.

1. Encore will provide the following:
  - a. 1 – 36” Aluminum Sluice Gate with modulating EMO at Overflow Structure in Pond 8AA
  - b. 1 – Level Monitor near the Reclaim Water Discharge Point into Pond 8AA
  - c. 1 – 10” Water Specialties Propeller Flow meter at the Reclaim Water Supply Station
  - d. 1 – 12” Butterfly valve with modulating EMO and 1 – 12” Butterfly with Hand wheel Operator at the Reclaim Water Supply Station
  - e. 1 – Control Panel at the Reclaim Water Supply Station
2. Price excludes supplying of the two (2) DFS RTU panels required for communication to the City of Brooksville and the Southern Hills Planation Reuse Systems. Installation of Owner supplied panels is included.
3. Price includes all piping, metals walkways and handrail, electrical, painting and rip rap lined channel as required for a complete system
4. Restoration of the site shall be to the existing conditions prior to construction activities.
5. Price assumes that the water level in Pond 8AA will be lowered by pumping and discharging into the existing Overflow Structure. If the pond cannot be lowered, then an adder price of \$40,000.00 is required to install a temporary damn to allow for installation of pipe into Pond 8AA.
6. Price include the installation of 4 EA – 15’ Depth Monitoring wells as noted on attached layout sketch and PSI proposal.
7. Price assumes that existing soil will be utilized for all backfill.

8. Price assumes that all excess excavated material will be left onsite.
9. Price assumes that work can be completed within the original project time's completion. If work extends beyond the original completion due to processing/approval of the quotation by the Owner, an adder of \$21,000 will be required.

Thank you for your cooperation. Please confirm this change is acceptable by 4/15/12 and include this proposal with a Change Order.

Sincerely

Encore Construction Company, LLC



Don Trujillo  
Project Manager

Attach: Quote Breakdown  
Layout Sketches  
PSI Monitoring Well Proposal  
Monitoring Well Layout/Specs

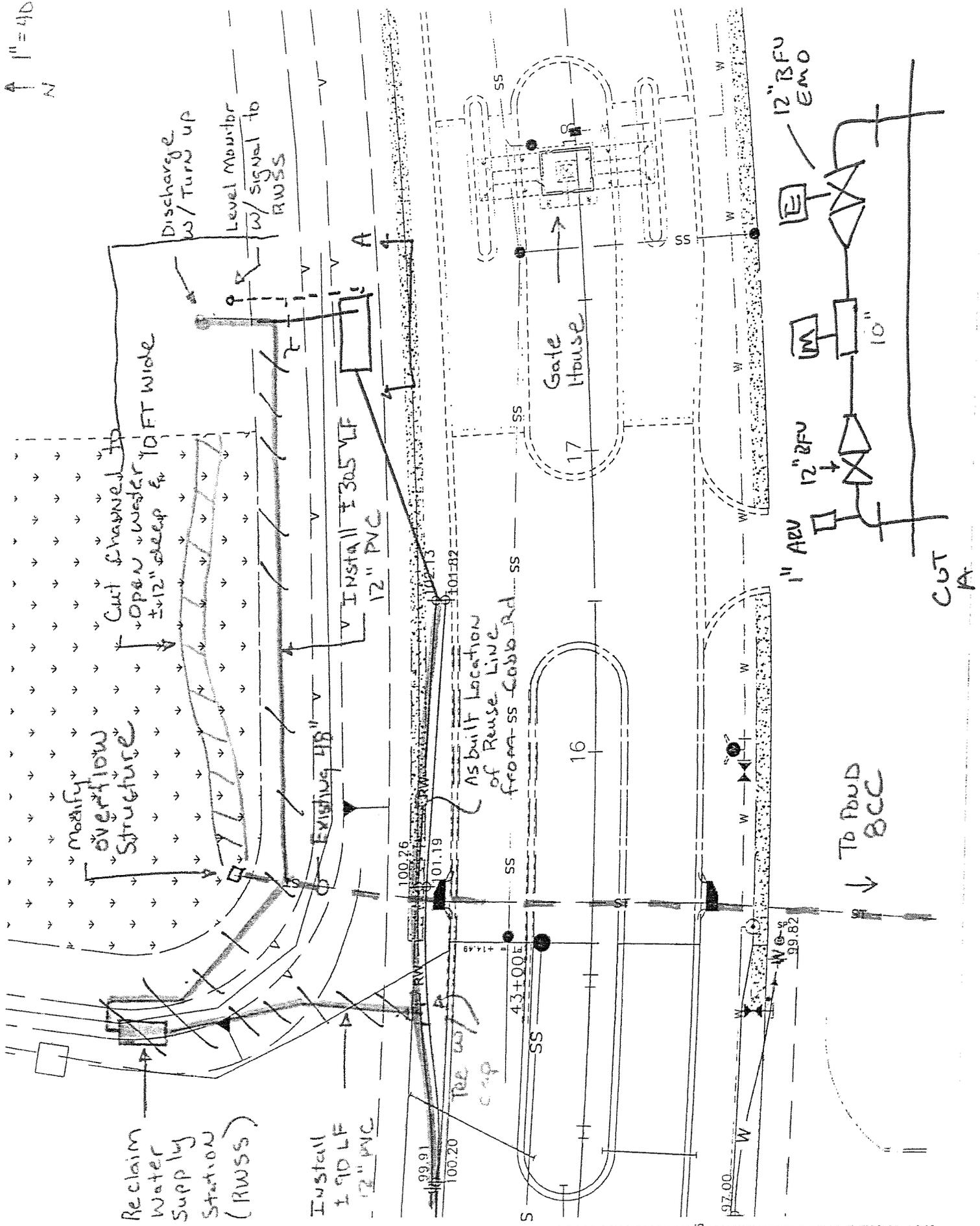
Cc: SLF

<b>Quote Breakdown</b>	<b>Value</b>
<b>Original Contract Amount</b>	<b>3,177,000</b>
Bonds & Insurance	4,250
12" Piping into Pond 8AA	65,000
Effluent Channel & Gate	63,000
Electrical	25,000
Restoration	10,000
Monitoring Wells	6,000
<b>Base Change Order Amount</b>	<b>173,250</b>

**ADDERS**

Temp. Dam Pond 8AA	40,000
1 Month Project Supervision	21,000
<b>Change Order Amount</b>	<b>234,250</b>

1" = 40'  
N



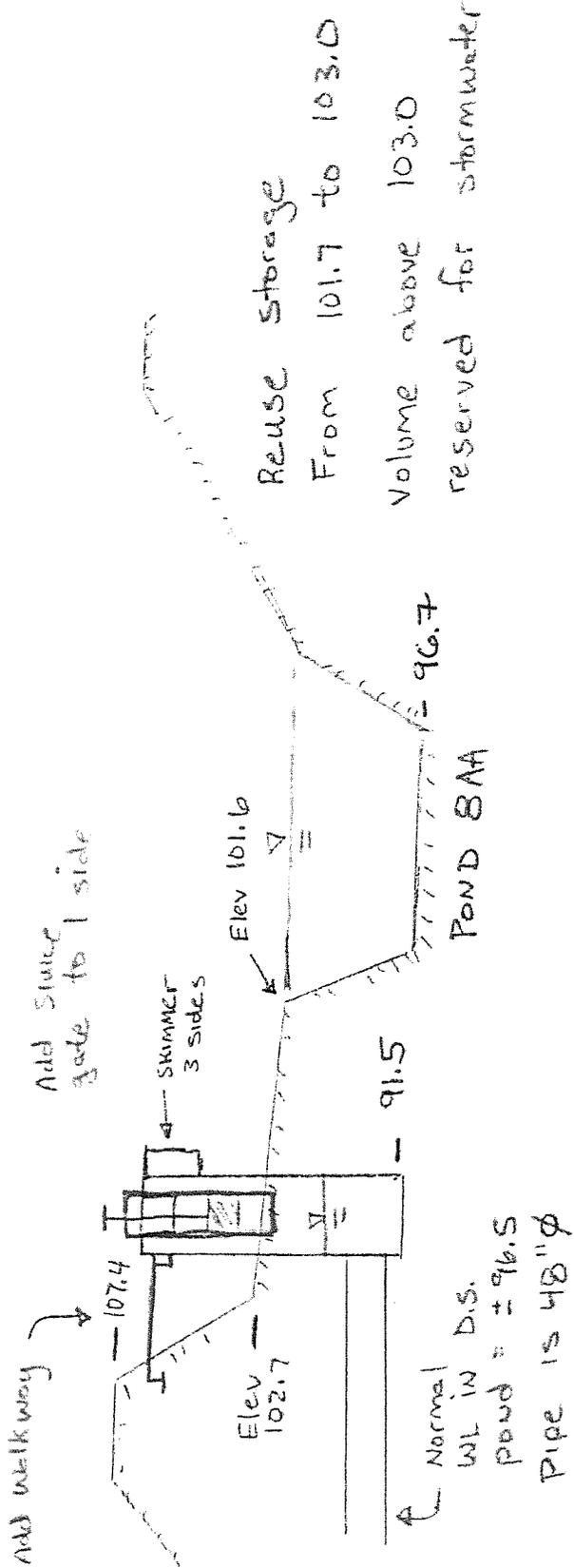
Modify overflow structure  
Cut channel to open water 10 FT wide  
12" deep

Reclaim Water Supply Station (RWSS)

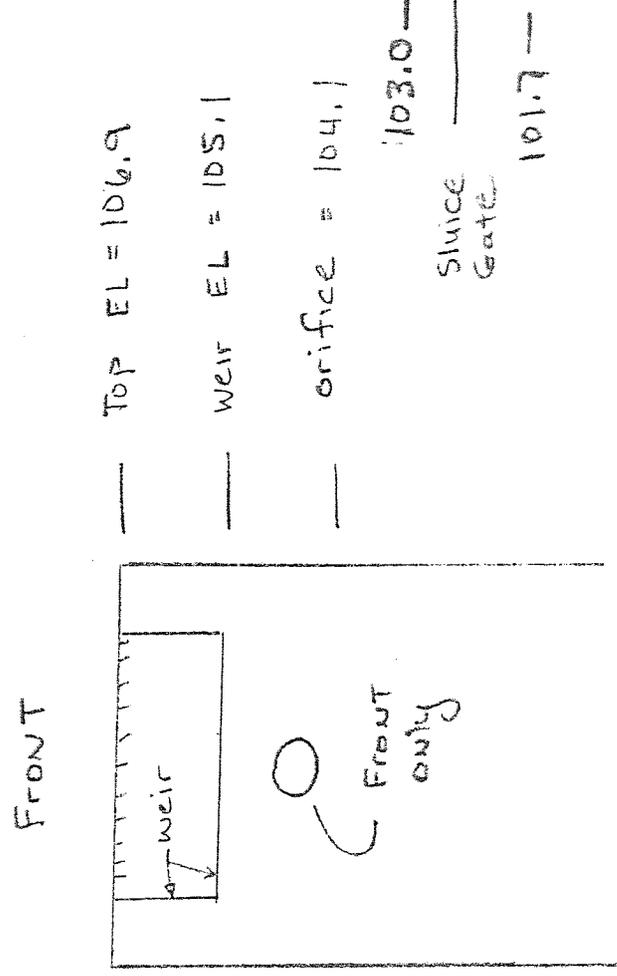
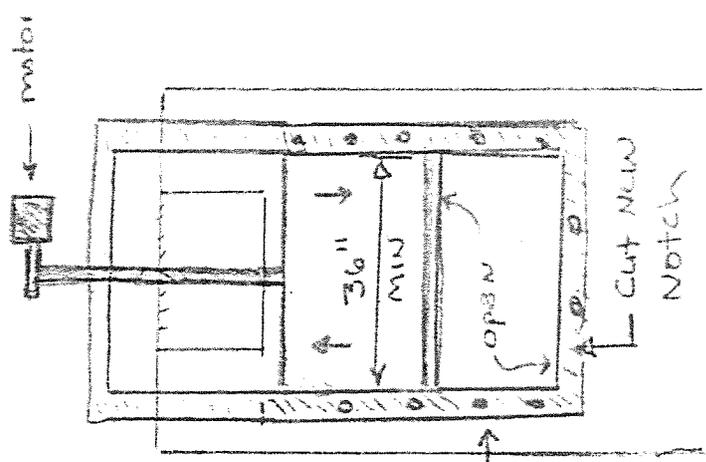
Install 150 LF 12" PVC

Install 305 LF 12" PVC

As built location of Reuse Line from SS Cobble Rd



NOTE: Sluice gate control tied to level of Pond BCC



Inside Dimen of box 5' x 7'  
 Weir width 6' on front 2.5' on sides

March 16, 2012

Encore Construction  
370 East Crown Point Road  
Winter Garden, Florida, 34787

Attention: Mr. Don Trujillo

Re: Geotechnical Engineering Services Proposal  
Cobb Road Wastewater Treatment Plant  
Groundwater Monitoring Well Installation at Southern Hills  
Hernando County, Florida  
PSI Proposal No. 65402

Dear Mr. Trujillo:

As per your request, Professional Service Industries, Inc. (PSI) is pleased to submit the following proposal for the installation of four (4) monitoring wells at the site of the referenced project.

**PROJECT INFORMATION**

The site of the requested monitoring wells is inside the Southern Hills Golf Community in Brooksville, Hernando County, Florida. The wells MW-1A and MW-1B are planned on the north end of the pond at the northwest corner of the intersection of Southern Hills Boulevard with Summit View Drive. The wells MW02A and MW-2B are planned near the intersection of Sheltered Hill Drive and Southern Valley Loop. The site lies within Sections 4 and 9, Township 23 South and Range 19 East.

The wells are associated with plans for the Southern Hills development to utilize reuse water produced by the Cobb Road Wastewater Treatment Plant. The approximate location of the wells was provided by Encore, Inc. in a drawing titled Figure 6, Groundwater Monitoring Plan which was attached to an email to Thomas Harper dated 3/16/2012. This proposal assumes the precise locations of the wells will be provided by Encore Construction prior to mobilization. This proposal assumes that the final monitoring well locations will be accessible to truck/track mounted equipment. The requested depth of the wells is 15 feet below grade.

If any of this information is incorrect please contact PSI as soon as possible so that our proposal can be revised if needed.

## SCOPE OF SERVICES

PSI proposes to install four (4) monitoring wells. The requested well parameters are described below. The wells will be installed to a depth of fifteen (15) feet below grade. The well's screen length will be 10 feet of 0.010 inch slotted PVC. The filter pack will be 20/30 silica sand with a bentonite seal and grout to the surface. The above grade well casing will be protected by a lockable metal riser embedded into an approximately 2ft. by 2ft. concrete pad. Prior to well installation Standard Penetration Testing (SPT) will be performed at the well locations to determine the soil stratigraphy. PSI will obtain the necessary well installation permit from the Southwest Florida Water Management District. Additionally, PSI will provide copies of well construction permits and well completion reports for submission to FDEP to Encore Construction, Inc. Surveying services to obtain accurate locations and elevations of finished monitoring wells are not included in this scope. Also, it is our understanding that ground water sampling will be provided by others. Upon completion of the installation, a brief report will be prepared to provide finished well depths, construction details and approximate locations of the monitoring wells. Soil cuttings will be generated as a result of the well installation. PSI will remove soil cuttings from the well location to a spot within 100 feet from the well. Removal of the cuttings from the site, if required, will be done by others. PSI will develop the wells for up to 1.5 hours per well. If additional time is required to produce clear water from the well, the additional time will result in additional costs in accordance with our attached schedule of services and fees. PSI will use a hollow stem auger drilling techniques to advance the borehole and install the monitoring wells.

The area is not known to be contaminated. PSI proposes to clean drill tools prior to mobilization and to rinse the tools with clean water between borings. This proposal does not include steam cleaning between borings or the storage and removal of cuttings or the water used for rinsing or well development.

## SCHEDULE

Assuming normal weather conditions, approximately 5 to 7 days will be required to complete the field work. The report will require an additional week.



Encore Construction  
Cobb Road WWTP  
Groundwater Monitoring Well  
Installation at Southern Hills  
PSI Proposal No. 65402

**SERVICE FEE**

It is proposed that the fee for the performance of the above-outlined services be determined on a unit price basis, in accordance with our attached Schedule of Services and Fees, and that the work be performed pursuant to our General Conditions for Geotechnical Services. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated by reference into this proposal. On the basis of the estimated quantities and the Schedule of Services and Fees, it is estimated that the total fee will be **\$6,035.00**.

We appreciate the opportunity to offer our services to you for your project. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully submitted,  
**Professional Service Industries, Inc.**

*TH*  
 Thomas B. Harper, E.I.  
 Staff Engineer

*MEM For*  
 Martin E. Millburg, P.E.  
 Senior Engineer  
 Florida License No.: 36584

Attachments:      Schedule of Services and Fees  
                           General Conditions

<b>AUTHORIZED BY:</b>		<b>INVOICE TO:</b>	
Signature		Firm	
Name		Name	
Title			
Date		Address	



Encore Construction  
 Cobb Road WWTP  
 Groundwater Monitoring Well  
 Installation at Southern Hills  
 PSI Proposal No. 65402

**TASK 1  
SCHEDULE OF SERVICES AND ESTIMATED FEES**

**PSI QUOTE**

<u>ITEM</u>	<u>EST. QTY.</u>	<u>UNIT RATE</u>	<u>TOTAL FEES</u>
<b><u>Mobilization</u></b>			
Truck/Trailer Mounted Equipment, ea. CME 75/D-120/CME-45 Truck/Trailer Mounted Drill Rig and Crew	2	\$400.00	\$800.00
SPT Borings, Ft.	80	\$11.00	\$880.00
<b><u>Auger borings</u></b>			
(per foot)	0	\$11.00	\$0.00
<b><u>Concrete Coring</u></b>			
(Up to 24" deep, Each)	0	\$125.00	\$0.00
<b><u>Monitoring Wells</u></b>			
2" Diameter Monitoring Well Installation (0-50 feet)	60	\$35.00	\$2,100.00
2" Diameter Monitoring Well Installation (50-75 feet)	0	\$45.00	\$0.00
2" Diameter Monitoring Well Installation (75-100 feet)	0	\$55.00	\$0.00
(Installed using 4-1/4" or 6-1/4" HAS or mud rotary bit)			
(Per foot includes up to 20' of 2" PVC Schedule 40 Casing, up to 30' of PVC Schedule 40 Screen (0.010" slot), PVC Point, 20/30 Sand Pack, 30/65 fine sand seal, Portland Grout, up to 0.50 hr. for well development per each well), SPT sampling at 5' intervals			
Casing (ft)	0	\$6.00	\$0.00
<b><u>Additional Items Not Covered in Above Well Installation Prices</u></b>			
4" Protective Aluminum Riser	4	\$75.00	\$300.00
Concrete Pad, ea.	4	\$150.00	\$600.00
IDW Management/Site Cleanup and Transporting of Drums on site, hr.	0	\$145.00	\$0.00
(Decontamination or Decon Station Setup, If. (Includes decontamination of equipment and tools, does not include material costs for decon station, add \$250.00 per decon station)	0	\$150.00	\$0.00
Drill Crew Standby, hr. (Includes standby for site meetings, boring layout and staking, difficult access, hauling of water, site cleanup and repairs, safety orientation, minimum onsite equipment mob .5 hrs. each and other standby at site for reasons other than for equipment failure or inclement weather)	0	\$200.00	\$0.00
Well Development, Site Cleanup hr.	6	\$130.00	\$780.00
SWFWMD Permit / Well Completion Rpts, hr.	2	\$65.00	\$130.00
<b><u>Engineering Time</u></b>			
Senior Engineer	1	\$145.00	\$145.00
Staff Engineer	4	\$75.00	\$300.00
55 Gallon Drums with Lids - (Unit price does not include handling or transportation of drums on or off-site)	0	\$65.00	\$0.00
Well Abandonment (per foot)	0	\$7.00	\$0.00
Bollard & Pad Removal 2'x2'x4"	0	\$175.00	\$0.00
Pump Rental for Deep Well Development (Day)	0	\$200.00	\$0.00
<b>ESTIMATED TOTAL PROJECT COST</b>			<b>\$6,035.00</b>

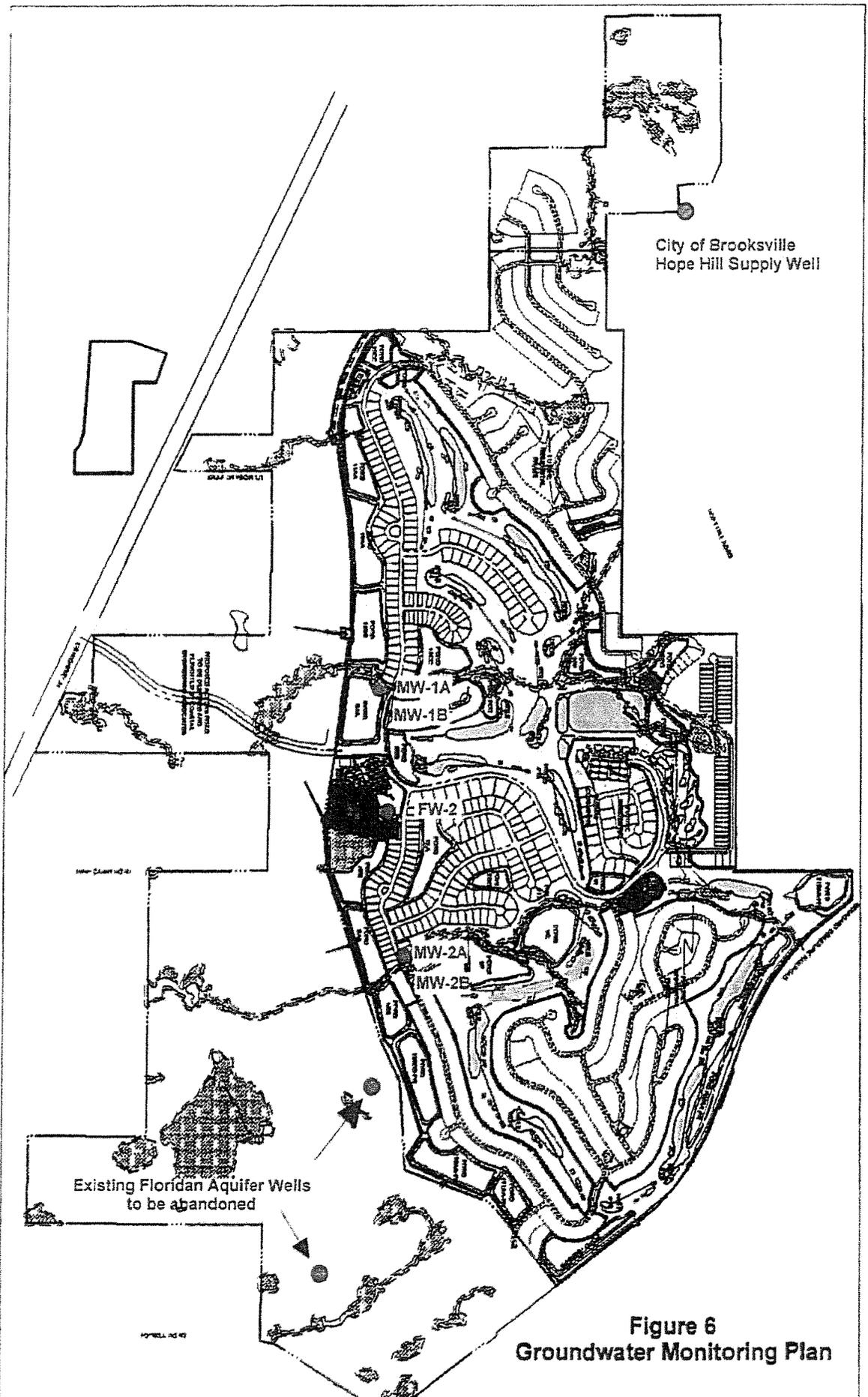


## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**
- SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

B-900-11 (9)





City of Brooksville  
Hope Hill Supply Well

MW-1A  
MW-1B

FW-2

MW-2A  
MW-2B

Existing Floridan Aquifer Wells  
to be abandoned

**Figure 6**  
**Groundwater Monitoring Plan**

available at the project site for placement of a background monitoring well up-gradient from the golf course and from residential lots. The highest topographic elevations above the golf course areas are planned for residential development with irrigation using reclaimed water.

An SPT boring will be conducted to a maximum depth of 20 feet to determine the thickness of clays at each site prior to setting shallow well screens. The top of the well screen will be set about 5 foot below land surface. A 10-foot length of 2-inch diameter PVC screen (0.01-inch slot) will be used. The shallow screens will be packed with 20/30 silica sand and finished with 6 inches of bentonite to land surface. The 1-foot riser pipe will be completed with a 2ft by 2ft cement pad and fitted with a steel protective housing. Construction details for the monitoring wells are outlined in the summary table at the end of this section.

Monitoring of the Floridan aquifer is proposed since the surficial sediments in the area are unsaturated. Monitoring well FW-2 is an existing irrigation supply well installed about 100 feet from residential irrigation areas adjacent to Pond 8CC. FW-2 will be a vertical compliance monitoring well to be sampled quarterly. Copies of the driller's completion reports for the existing supply wells at Southern Hills Plantation are enclosed.

Either well MW-1A or MW-2A will be tested to provide background concentrations, prior to irrigation with reclaimed water, for Chapter 62-550 drinking water parameters including primary inorganics, secondary parameters, and pesticides/PCBs. Quartering sampling at the monitoring wells will be initiated, if saturated conditions occur, when reclaimed water flows begin at the facility. Field testing will include measurements for water level, temperature, pH, and specific conductance. Laboratory analyses will be conducted for nitrate, TDS, and chloride. Shallow wells are expected to be dry and will be noted as such in the quarterly report. An application for Monitoring Plan Approval is enclosed.

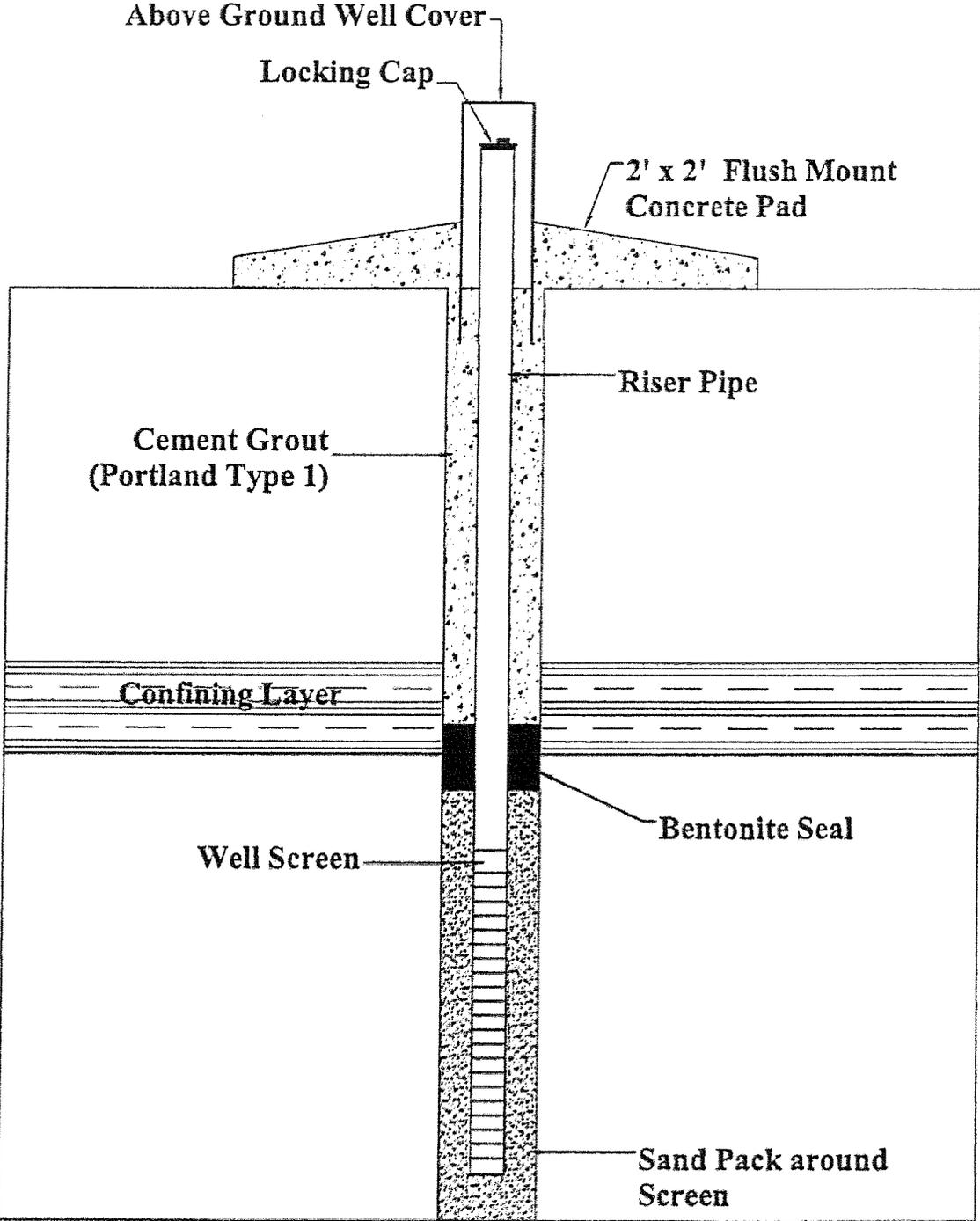
**Monitoring Well Schedule  
Southern Hills Plantation, Hernando County**

Well Type	Well Name	Casing Depth (ft)	Total Depth (ft)	Diameter (in)	Status
Compliance	MW-1A	5	15	2	Proposed
Intermediate	MW-1B	5	15	2	Proposed
Compliance	MW-2A	5	15	2	Proposed
Intermediate	MW-2B	5	15	2	Proposed
Background	<i>no feasible up-gradient site</i>				
Vertical-Compliance	FW-2 (Irr. Well 2)	168	300	12	Existing

*Downgradient* (with arrows pointing to MW-1A, MW-1B, MW-2A, MW-2B)

*within zone of discharge* (with arrow pointing to FW-2)

Figure 1: Typical Monitor Well Construction, Single-Cased Monitor Well



# Attachment 3

2011/12 Budget Amendment

# BUDGET AMENDMENT FORM

## Fiscal Year 2011 - 2012

Account Name/Dept	Account Number	Approved Budget FY 2011-12		Debit	Credit	Amended Budget FY 2011-12
Fund 313 Bond Settlement Fund Transfer Out to Fund 409	313-009-581-56409	\$0		\$201,250		\$201,250
Fund 313 Bond Settlement Fund Balance-Restricted	313-000-281-30007	\$1,285,676	*		\$201,250	\$1,084,426
Fund 409 Transfer In from Fund 313	409-000-381-49313	\$0			\$201,250	-\$201,250
Fund 409 Construction in Progress	409-000-169-19049	\$3,174,916		\$201,250		\$3,376,166
Fund 409 Retained Earnings-Unreserved	409-000-272-30070	\$1,470,240	**		\$0	\$1,470,240
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
<b>TOTAL</b>		<b>\$5,930,832</b>		<b>\$402,500</b>	<b>\$402,500</b>	<b>\$5,930,832</b>

\*Approved 11/12 Budget reserves at 10 01 11  
 \*\*No change in Reserves....monies transferred in are expensed.

Reason for Amendment: Please refer to Southern Hills Plantation Change Order #3 Memorandum  
for complete explanation.

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

\_\_\_\_\_  
 Department Director Signature  
*Stacy B. Baugher*

\_\_\_\_\_  
 Finance Director Signature

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date  
 5-25-12

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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

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# AGENDA ITEM MEMORANDUM

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

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

**From:** John Tucker, 2011 Screening Committee Chairman

**Subject:** Policy 3-2008 "Great Brooksvillian of the Year"

**Date:** May 25, 2012

**GENERAL SUMMARY/BACKGROUND:** The Screening Committee, during the 2011 meetings for review of the nominations for the "Great Brooksvillian", made recommended changes to the Policy for nominations.

There were four (4) recommended changes to the policy as follows:

1. Would allow a person to be nominated whose contributions are generally known and readily recognizable by our residents, or the contribution for which they are being recognized would reflect a significant contribution to the City, whether they are, or ever were, a resident of the City.
2. The recommended revision would reduce the number of required copies to be submitted from six (6) to one (1).
3. Regarding the Screening Committee appointments, the number would be increased from 3 to 5 members.
4. Submission of recommendations would be presented to Council at the first meeting in July for consideration.

**BUDGET IMPACT:** There is no budget impact associated with accepting the recommended changes to the policy.

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

**RECOMMENDATION:** Council consideration of the Screening Committee's recommendation or direction to staff.

**ATTACHMENTS:** Policy No. 3-2008

# CITY OF BROOKSVILLE

## OFFICIAL POLICY NO. 3-2008

### "Great Brooksvillian"

#### CRITERIA FOR ELIGIBILITY

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

#### Criteria for eligibility:

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

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

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

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

family.

General Guidelines:

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

Staff shall advertise for nominations beginning the first of March through the end of April each year with weekly press releases to the media and advertisement on the City's website.

A Screening Committee shall be established by the Brooksville City Council at their first meeting in May to review the applications to make sure the applicants meet the selection criteria. The Screening Committee shall be representatives of the City at large, consisting of at least one (1) member from the Historical Association and ~~two (2)~~ four (4) members appointed by City Council. The Screening committee will submit the nominees and their recommendations to City Council at their first meeting in July for selection at least three (3) months prior to selection.

The Great Brooksvillian will be recognized annually during the City's Founder's Week Celebration, or at a date/time as directed by Council.

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

**For questions or assistance, contact:**

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

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

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

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

Instructions for Completing

"GREAT BROOKSVILLIAN"

NOMINATION INSTRUCTIONS

1. Please type or clearly print in black ink.
2. ~~If possible, please send a photograph or electronic image reproduction of the nominee~~
3. Please be sure your nomination package includes the following:

\_\_\_\_\_ One (1) original and ~~(6)~~ copies of the completed Nomination Form

\_\_\_\_\_ If available, a photograph or electronic image reproduction of the nominee, (no Polaroid pictures, please). This is not subject to return.

Please note: Any materials submitted with a "Great Brooksvillian" nomination become the property of the City of Brooksville, Florida. Therefore, please do not send anything that must be returned.

34. Nominations will be accepted through \_\_\_\_\_  
at 5:00 p.m. No application postmarked after  
will be accepted. Submissions early in this period are  
encouraged.

45. Send nominations to:

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

56. Questions, contact:

The Office of the City Clerk  
City of Brooksville, Florida  
(352) 540-3853, E-mail: [jpeters@cityofbrooksville.us](mailto:jpeters@cityofbrooksville.us)

**"Great Brooksvillian"**

**NOMINATION FORM**

(Please type or print clearly in black ink)

1. "Great Brooksvillian" Nominee:

\_\_\_\_\_

- a) Address & Contact Information for nominee or family representative:

Name if representative:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email address (If available): \_\_\_\_\_

- b) Nominee Year of Birth \_\_\_\_\_

Nominee Year of Death (if applicable) \_\_\_\_\_

- c) A photo or image of the nominee is

Enclosed ( ) Date taken \_\_\_\_\_

Not enclosed ( )

- d) Please describe the nominee's overall contributions to the community.

When and where were those contributions made? Was this person a resident of the City at the time of their contribution?

(Attach additional sheet if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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e) Did the contributions of this nominee also benefit outside the community? If so, how?

(Attach additional sheet if necessary):

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2. List any additional resources available for background information such as articles, books, etc.

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3. Name and contact information for person sponsoring the nomination:

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Phone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_

Email address (If available): \_\_\_\_\_

Send Completed Applications ~~(Original & 6 Copies)~~ to:

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

**CORRESPONDENCE-TO-NOTE**  
**REGULAR COUNCIL MEETING – June 4, 2012**

1.     **TYPE:**                     Letter  
       **DATED:**                 May 8, 2012  
       **RECEIVED FROM:**     Florida League of Cities  
       **ADDRESSED TO:**     Municipal Key Officials  
       **SUBJECT:**             86<sup>th</sup> Annual Florida League of Cities Conference
  
2.     **TYPE:**                     Letter  
       **DATE RECEIVED:**     May 21, 2012  
       **RECEIVED FROM:**     Bradley W. Sufficool  
       **ADDRESSED TO:**     Steve Baumgartner, Finance Director  
       **SUBJECT:**             2011 Annual Report for the Firefighters' Pension Trust Fund
  
3.     **TYPE:**                     Letter  
       **DATE RECEIVED:**     May 23, 2012  
       **RECEIVED FROM:**     Joint Legislative Auditing Committee  
       **ADDRESSED TO:**     Joseph E. Johnston, III, Mayor  
       **SUBJECT:**             Special Districts Verification



301 South Bronough Street, Suite 300 ♦ Post Office Box 1757 ♦ Tallahassee, FL 32302-1757  
(850) 222-9684 ♦ Fax (850) 222-3806 ♦ Web site: www.flcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 8, 2012

SUBJECT: 86th Annual FLC Conference – *FLC University; A Commitment to Life Long Learning*  
VOTING DELEGATE AND RESOLUTION INFORMATION  
August 23-25, 2012 – Westin Diplomat, Hollywood

As you know, the Florida League of Cities' Annual Conference will be held at the Westin Diplomat, Hollywood, Florida on August 23-25. This year we are celebrating *FLC University; A Commitment to Life Long Learning*, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2011.

Registration materials will be sent to each municipality the week of June 1<sup>st</sup>. Materials will also be posted on-line. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. **Proposed resolutions must be received by the League no later than July 18, 2012.**

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 15, 2012.**

Attachments: Form Designating Voting Delegate  
Procedures for Submitting Conference Resolution

CTN  
06.04.12  
MS

**86th Annual Conference  
Florida League of Cities, Inc.  
August 23-25, 2012  
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_

Title: \_\_\_\_\_

Municipality of: \_\_\_\_\_

**AUTHORIZED BY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Return this form to:

Gail Dennard  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Fax to Gail Dennard at (850) 222-3806 or email [gdennard@flcities.com](mailto:gdennard@flcities.com)

**Procedures for Submitting Resolutions  
Florida League of Cities' 86th Annual Conference  
Westin Diplomat  
Hollywood, Florida  
August 23-25, 2012**

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 18, 2012, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.

## **Important Dates**

**May 30, 2012**

Notice to Local and Regional League Presidents and Municipal Associations  
regarding the Resolutions Committee

**June 29**

Appointment of Resolutions Committee Members

**July 18**

Deadline for Submitting Resolutions to the League office

**August 23**

League Standing Council Meetings  
Resolutions Committee Meeting  
Voting Delegates Registration

**August 25**

Immediately Following Breakfast – Pick Up Voting Delegate Credentials  
Followed by Annual Business Session

# FIREFIGHTERS' PENSION TRUST FUND BOARD OF TRUSTEES

85 Veterans Ave, Brooksville, Fl. 34601  
352-540-3840 Fax- 352-544-5462

May 18, 2012

Steve Baumgartner, Finance Director  
City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601

Dear Mr. Baumgartner:

Our annual report for the year 2011 was submitted this date to the Division of Retirement.

Information from our Actuarial Valuation as of October 1, 2011, which was previously sent to you, copy enclosed herewith, indicates the City's shortfall in contributions in the amount of \$2,284.36 (see Page 5) and on the Balance sheet in the Trust Fund Section of the report (page 22). Before the state will approve the report and distribute the Premium Tax money to the firefighters fund, we must provide to the State the date of the deposit for the additional city contribution. Please provide us with the information when the transaction has been completed so that we can notify the Division of Retirement.

Thank you for your assistance in this matter.

Sincerely,



**BRADLEY W. SUFFICOOL**  
Secretary

cc: ~~T. Jennene Norman-Vacha, City Manager~~  
Kathy O'Brien, Foster and Foster  
Jeanine Bettinger, Davidson, Jamieson and Cristini  
Scott Christiansen, Christiansen and Dehner  
Patricia Shoemaker, Division of Retirement

ATA  
06-04-12  
JW

05-23-12 10:36 RCVD

MIKE HARIDOPoulos  
President

DEAN CANNON  
Speaker



THE FLORIDA LEGISLATURE  
JOINT LEGISLATIVE AUDITING COMMITTEE

Representative Debbie Mayfield, Chair  
Senator Jim Norman, Vice Chair

Senator Arthenia L. Joyner  
Senator Evelyn J. Lynn  
Senator Maria Lorts Sachs  
Senator Stephen R. Wise

Representative Larry Ahern  
Representative Daphne D. Campbell  
Representative Jeff Clemens  
Representative Bryan Nelson  
Representative Kenneth Roberson

May 21, 2012

Honorable Joseph Johnston, III, Mayor  
City of Brooksville  
201 Howell Avenue, Suite 300  
Brooksville, Florida 34601-2042

Dear Mayor Johnston:

When a new special district is created, Section 189.418(1), Florida Statutes, requires the special district to file specified information with the Department of Economic Opportunity (DEO) within 30 days after the adoption of its creation document. [Note: Prior to October 1, 2011, this notification was provided to the Department of Community Affairs (DCA).]

The DEO uses this information to maintain the *Official List of Special Districts Online* which helps to ensure the transparency of information about Florida's special districts. In addition, numerous organizations, including state and local agencies, use this information to coordinate activities, compile financial and other information, and monitor special districts for compliance purposes. Timely and accurate reporting of this information by local governmental entities is very important.

Recently, state officials became aware of a special district that was created by a county more than two decades ago, yet it was not reported to the DCA until 2011 when a citizen called the DCA to inquire about the lack of financial reports for the special district. DCA staff then contacted the county regarding the inquiry and discovered that this particular special district had never filed any of the required financial reports with the state. Since its existence was not known by the state offices that track financial reporting, this special district had never been subject to state action by the Joint Legislative Auditing Committee (Committee) pursuant to Section 11.40, Florida Statutes, for failure to file these reports.

To help ensure that the state is aware of all special districts created by counties and municipalities, I am asking each county and each municipality to review the list of special districts that already appear on the *Official List of Special Districts Online* and verify whether it is complete and accurate or needs updating. Enclosed is the list of special districts located, in whole or in part, in **Hernando** County. To verify, please complete the enclosed attestation form to indicate whether all special districts that have been created by the **City of Brooksville** are included on the list. Please add, in the space provided on the form, any special districts, or potential special districts, that have not been included.

Kathryn H. DuBose, Coordinator  
111 West Madison Street, Room 876, Claude Pepper Building, Tallahassee, Florida 32399-1400  
Telephone (850) 487-4110 Fax (850) 922-5667  
jlac@leg.state.fl.us

CTN  
06-04-12  
THW  
HLK

Honorable Joseph Johnston, III, Mayor  
City of Brooksville  
May 21, 2012  
Page Two

**What is/is not a special district?**

Section 189.403, Florida Statutes, defines a special district as a unit of local special-purpose government operating in a limited geographical area (i.e., one or more counties, one or more municipalities, a neighborhood, etc.) and created by general law, special act, local ordinance, or by rule of the Governor and Cabinet. A special district has limited, explicit authority that is specified in its charter and/or the laws under which it operates. In addition, its governing board has policy-making powers as opposed to an advisory function. Special districts provide approximately 70 specialized governmental functions in Florida, including community development, community redevelopment, neighborhood improvement, industrial development, housing finance, health facilities, educational facilities, fire control, and library services.

Special districts do not include school districts; community college districts; Municipal Service Taxing or Benefit Units (MSTU/MSBU); Seminole and Miccosukee Tribe Special Improvement Districts; or, boards providing electrical services that are political subdivisions of a municipality or part of a municipality. Enclosed is an alphabetical list of select entities from across the State that the DEO and the DCA have determined are not special districts.

If there are any entities created by your municipality that are not included on the enclosed list of special districts, and you are unsure whether they meet the definition of a special district, please call Jack Gaskins with DEO's Special District Information Program Office at (850) 717-8430. Also, if you believe that an entity created by your municipality that is included on the enclosed list of non special district entities meets the definition of a special district in Section 189.403, Florida Statutes, please call Mr. Gaskins.

Oversight and accountability for all levels of government are very important issues for me. Unless state officials are informed of all local governmental entities that are created, those charged with enforcement cannot effectively perform their jobs. Again, I respectfully request that you review the enclosed list of special districts, complete the attestation form, and return the form to the Committee's office at your earliest convenience. I thank you in advance for your attention to this matter. If you have any questions, please do not hesitate to contact either Kathy DuBose or Debbie White, Committee staff, at (850) 487-4110.

Best Regards,



Representative Debbie Mayfield  
Chair

cc: T. Jennene Norman-Vacha, City Manager

Enclosures: List of Special Districts in Hernando County  
Attestation Form  
DEO Non-District Report

**ATTESTATION**

*Verification of the Official List of Special Districts Online (April 2012)*

The enclosed list of special districts for **Hernando** County (*please select one*):

\_\_\_\_\_ **is complete.** *All special districts that have been created by the City of Brooksville are included.*

\_\_\_\_\_ **is NOT complete.** *One or more special districts created by the City of Brooksville are not included.*

If the list is NOT complete, please provide the name and contact information for each omitted special district. Attach additional pages as needed.

Name of Special District      Registered Agent's Name      Registered Agent's Phone #

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NOTE: Please see Section 189.418, F.S., for statutory requirements for registering these special districts with the DEO. This form does not satisfy the statutory requirements.

I \_\_\_\_\_ (NAME), \_\_\_\_\_ (POSITION TITLE) attest  
that, to the best of my knowledge, the above information is complete and accurate as of the  
\_\_\_\_\_ (DATE) of \_\_\_\_\_ (MONTH), 2012. \_\_\_\_\_  
(SIGN HERE)

Also, please list the name of any other special district *located, in whole or in part, in your county* that you are aware of and is not included on the enclosure.

Name of Special District      Who do you believe created the Special District?  
*(i.e., the Board of County Commissioners or name of municipality)*

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**PLEASE RETURN TO THE JOINT LEGISLATIVE AUDITING COMMITTEE**

E-Mail: [jlac@leg.state.fl.us](mailto:jlac@leg.state.fl.us)

Fax: 850.922.5667

Address: 111 West Madison St., Rm. 876; Tallahassee, FL 32399-1400

**Hernando County: Special Districts  
City of Brooksville**

District's Name	Active or Inactive	County(ies)	Local Governing Authority
Brooksville Fire District	Active	Hernando	City of Brooksville
Brooksville Housing Authority	Active	Hernando	City of Brooksville
City of Brooksville Community Redevelopment Agency	Active	Hernando	City of Brooksville
Four Seasons at Crystal Springs Community Development District	Active	Hernando	Hernando County
Hernando County Aviation Authority	Active	Hernando	Hernando County
Hernando County Housing Authority	Active	Hernando	Hernando County
Hernando County Law Library	Active	Hernando	Hernando County
Hernando County Port Authority	Active	Hernando	Hernando County
Hernando County Water and Sewer District	Active	Hernando	Hernando County
Nature Coast Soil and Water Conservation District	Inactive	Citrus, Hernando	Multi
Southern Hills Plantation I Community Development District	Active	Hernando	City of Brooksville
Southern Hills Plantation II Community Development District	Active	Hernando	City of Brooksville
Southern Hills Plantation III Community Development District	Active	Hernando	City of Brooksville
Southwest Florida Water Management District	Active	Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Lake, Levy, Manatee, Marion, Pasco, Pinellas, Polk, Sarasota, Sumter	Multi
Spring Ridge Community Development District	Active	Hernando	Hernando County
Sterling Hill Community Development District	Active	Hernando	Hernando County
Tampa Bay Area Regional Transportation Authority	Active	Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas, Sarasota	Multi
Withlacoochee Regional Water Supply Authority	Active	Citrus, Hernando, Marion, Sumter	Multi

Number of Special Districts in Hernando County: 18

Date of Report: 4/26/12