

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

AGENDA

August 20, 2012

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Presentation to the City of Brooksville from the Wilson Family

Presentation: The Wilson Family

2. Fire Department and Police Department Meritorious Service Awards

Presentations: Fire Chief & Police Chief

D. CITIZEN INPUT

E. CONSENT AGENDA

1. Minutes

- a. February 1, 2010 Executive Session
 - i. Application of Skyland Utilities
 - ii. Bond Safeguard Ins. Co.
- b. April 19, 2010 Executive Session
 - i. Application of Skyland Utilities
 - ii. Bond Safeguard Ins. Co.

2. Surplus

Consideration to surplus items determined to be obsolete, inoperable or no longer useful.

- a. Department of Public Works
- b. Parks & Recreation

3. Policy 1-1997D – Council Chambers Use Agreement

Consideration of policy update to allow rental of Council Chambers for use by commercial and for-profit entities.

REGULAR COUNCIL MEETING – August 20, 2012

4. **Brooksville Vision Foundation Request**
Consideration of request to sell alcoholic beverages in a designated, age restricted zone for the Uptown Block Party to be held on August 30, 2012.
5. **Public Risk Management Final Proposal and Renewal For 2012-13 Policy Year**
Consideration of final approval of renewal proposal from Public Risk Management of Florida for property, liability and workers' compensation insurance coverage for 2012/13 Policy Year in the amount of \$485,922.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Minutes; 2) Memo from City Clerk dated 08/07/12, Memo from Director of Parks, Facilities & Recreation dated 08/03/12, Pictures of Surplus; 3) Memo from City Clerk dated 08/02/12, Policy; 4) Memo from Brooksville Vision Foundation President dated 08/03/12; 5) Memo from Director of Finance dated 08/09/12

F. REGULAR AGENDA

1. **Resolution No. 2012-09 – Florida Department of Transportation (FDOT) – Annual Veteran's Appreciation Parade Route**

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

Presentation: City Clerk
Recommendation: Approval of Resolution No. 2012-09 upon roll-call-vote
Attachments: Memo from City Clerk dated 8/20/12, Proposed Resolution, State Road Closure Application, Map

2. **Energy Systems Group – Change Order 6**

Consideration to approve Change Order 6 to allow for the completion of an additional Energy Conservation Measure (Police Department HVAC) to be completed through the Guaranteed Energy Savings Performance Contract in the amount of \$132,825.

Presentation: Director of Parks, Facilities & Recreation
Recommendation: Approval of Change Order
Attachments: Memo from Director of Parks, Facilities & Recreation dated 8/10/12

REGULAR COUNCIL MEETING – August 20, 2012

3. Villas of Southern Hills Plantation, LLC

Consideration of a proposed Preliminary Plat for a 4.2 acre tract located in the Southern Hills Plantation development. The proposal is to create 3 lots from the 4.2 acre parent parcel.

Presentation:	Director of Community Development
Recommendation:	Approval of Project or direction to staff
Attachments:	Memo from Director of Community dated 08/20/12, Preliminary Plat, Map

G. CITIZEN INPUT

H. ITEMS BY COUNCIL

I. ADJOURNMENT

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.

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.

8/20/12

ORIGINAL

CITY OF BROOKSVILLE
CITY COUNCIL
EXECUTIVE SESSION

PROCEEDINGS: Executive Session Re:
**In Re: Application of Skyland
Utilities
Case No. 090478-WS**

DATE: February 1, 2010

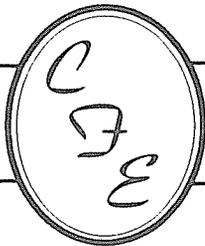
PLACE: 201 Howell Avenue
Brooksville, Florida

REPORTED BY: C. GAIL DONATO, RPR
Notary Public - State of
Florida at Large

APPEARANCES: THOMAS S. HOGAN, JR. ESQUIRE
JENNIFER REY, ESQUIRE
DEBBIE HOGAN, ESQUIRE
20 South Broad Street
Brooksville, Florida 34601
Counsel for City of Brooksville

COUNCIL MEMBERS:
LARA BRADBURN, Mayor
RICHARD E. LEWIS, Vice Mayor
JOE BERNARDINI
JOSEPH E. JOHNSTON, III
FRANKIE BURNETT

STAFF: T. JENNENE NORMAN-VACHA
City Manager

*Carolyn F. Engel & Associates*Registered Professional and
Certified Verbatim Reporters

309 South Main Street - Brooksville, Florida 34601

(352) 754-1182

P R O C E E D I N G S

1
2 MR. HOGAN: Madam Court Reporter, we
3 will move to In Re: Application of Skyland
4 Utilities, LLC to operate a water and
5 wastewater utility in Hernando and Pasco
6 Counties, Case Number 09-0478-WS; State of
7 Florida Public Service Commission.

8 This is an application by Skyland, who
9 has a presentation before you tonight to
10 operate a wastewater management system, a
11 utility. It's outside the city limits, but
12 it borders our first right to serve area. So
13 we joined the County in objecting to their
14 application, and they've asked to come before
15 you tonight to make a presentation. That's
16 why I wanted it added to this list.

17 What I'm asking you to think about
18 tonight is when they make their presentation,
19 you might want to, if you have comments, keep
20 in mind this is a litigated matter. It's
21 going before the Public Service Commission, I
22 think, on February 19 for our Motion to
23 Dismiss their application. Ms. Rey?

24 MS. REY: The City and County both filed
25 objections to the application for the

1 certification of their utility on certain
2 distinct parcels. Since that time, the
3 County has filed a subsequent Motion to
4 Dismiss arguing jurisdictional issues that
5 the Public Service could -- it's not within
6 the jurisdiction of the Public Service
7 Commission to hear this particular
8 application. That motion is scheduled to be
9 heard in a couple of weeks.

10 In the meantime, Skyland Utilities has
11 provided the City with a settlement agreement
12 for the City to consider and review, and
13 that -- we are in the process of looking at
14 that. The basis of the settlement agreement
15 that's been provided is that Skyland, in
16 exchange for the City willing to remove its
17 objection to their application, would agree
18 to limit their utility strictly to the
19 parcels identified in their application. And
20 that's additional information that may or may
21 not be provided to you this evening in the
22 context of their presentation to you.

23 COUNCILMAN BERNARDINI: The context of
24 their presentation, there is no action
25 required by us?

1 MAYOR BRADBURN: No.

2 MS. REY: As I understand it, they're
3 seeking a utility for five distinct parcels
4 that have been identified, at least two of
5 which are in close proximity to the City's
6 first right to serve area under your current
7 first right to serve agreement with the
8 County. And because in the event that the
9 County chose not to provide utilities in that
10 area, the City then has the next option to
11 provide them, that the City has an interest
12 in this particular application.

13 MR. HOGAN: This process developed rather
14 quickly. We didn't have a chance to come
15 back before Council to discuss this prior to
16 either entering the objection with the Public
17 Service Commission or losing our opportunity
18 to object. So we wanted some direction from
19 Council.

20 We may have to have another meeting after
21 you hear the presentation, give us some
22 thoughts on which way you want us to go, but
23 we wanted to preserve your right to object.

24 MAYOR BRADBURN: Well, did they make an
25 offer to the County as well?

1 MS. REY: I don't know

2 MAYOR BRADBURN: What is the issue about
3 selling to both? Obviously, I haven't seen
4 their offer. I guess we'll hear more about
5 that tonight. I guess I don't know how to
6 intelligently question about that.

7 MR. HOGAN: Well, I don't know how to
8 give you much more information than that.
9 The Motion to Dismiss on Lack of Jurisdiction
10 is set for, I think, the nineteenth. Anyway,
11 the next couple weeks, before the Public
12 Service Commission. They are having a
13 presentation, Skyland's presentation is
14 tonight.

15 My advice would be to listen to their
16 presentation, let's look at their settlement
17 offer, but I wanted to warn you this was in
18 litigation before the presentation tonight so
19 you did not engage in conversation with them
20 without knowing that this was a litigated
21 matter.

22 MAYOR BRADBURN: And my thought was as
23 well to get the public involved and just
24 accept their presentation.

25 MR. HOGAN: Any other comment or

1 direction with regard to this matter?

2 That's all the pending litigated matters
3 that we have to bring before you tonight,
4 Mayor.

5 MAYOR BRADBURN: Now, upon appointment
6 of a new member of Council tonight --

7 MR. HOGAN: Let's don't make a record of
8 that.

9 MAYOR BRADBURN: Okay.

10 MR. HOGAN: Anything else about these
11 particular matters, particularly Skyland?

12 COUNCILMAN JOHNSTON: No.

13 MAYOR BRADBURN: Can I have a motion to
14 adjourn?

15 COUNCILMAN LEWIS: Motion to adjourn.

16 COUNCILMAN BERNARDINI: Second.

17 MAYOR BRADBURN: So moved.

18 MR. HOGAN: Let the record reflect we've
19 adjourned this executive session.

20 (Proceedings concluded.)

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STATE OF FLORIDA)
COUNTY OF HERNANDO)

I, CARLA GAIL DONATO, Registered Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true record of said proceedings.

Dated this 13th day of April, 2011.


CARLA GAIL DONATO, RPR

ORIGINAL

CITY OF BROOKSVILLE
CITY COUNCIL
EXECUTIVE SESSION

PROCEEDINGS: Executive Session Re:
City of Brooksville v. Bond
Safeguard Insurance Company
Case No. CA-09-2388

DATE: February 1, 2010

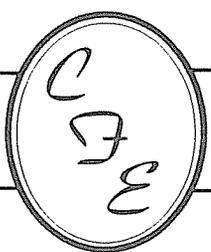
PLACE: 201 Howell Avenue
Brooksville, Florida

REPORTED BY: C. GAIL DONATO, RPR
Notary Public - State of
Florida at Large

APPEARANCES: THOMAS S. HOGAN, JR. ESQUIRE
JENNIFER REY, ESQUIRE
DEBBIE HOGAN, ESQUIRE
20 South Broad Street
Brooksville, Florida 34601
Counsel for City of Brooksville

COUNCIL MEMBERS:
LARA BRADBURN, Mayor
RICHARD E. LEWIS, Vice Mayor
JOE BERNARDINI
JOSEPH E. JOHNSTON, III
FRANKIE BURNETT

STAFF: T. JENNENE NORMAN-VACHA
City Manager



Carolyn F. Engel & Associates

Registered Professional and
Certified Verbatim Reporters

309 South Main Street - Brooksville, Florida 34601
(352) 754-1182

P R O C E E D I N G S

1
2 MR. HOGAN: The next matter on the agenda
3 is City of Brooksville versus Bond Safeguard
4 Insurance Company, Case Number CA-09-2388,
5 Fifth Judicial Circuit, in and for Hernando
6 County, Florida. Ms. Rey?

7 MS. REY: The City of Brooksville filed
8 suit against Bond Safeguard to foreclose on
9 two performance bonds that were securing
10 plat -- securing public works improvements
11 that were associated with the plat for
12 Cascades Phase I. It's Bond Number 5010541
13 and Bond Number 5017617, in a total amount of
14 \$452,555.80. Each of these bonds, again,
15 secures road work, earth work, sidewalks, and
16 other public works improvements associated
17 with Cascades Phase I.

18 At this point the bond company has
19 conducted a site visit and made an assessment
20 about the improvements, and discovery
21 requests on behalf of the City have been
22 served on Bond Safeguard to gather additional
23 information.

24 Current negotiations have indicated that
25 the City's directed Bond Safeguard to

1 complete the remaining improvements. The
2 remaining improvements include a second
3 surfacing of the road, as well as the
4 completion of sidewalks throughout the
5 development in accordance with the
6 development agreement ordinance that was
7 adopted for the plat.

8 There is a possibility that the cost of
9 completing the improvements may exceed the
10 value of the bond, in which case the bond
11 company may seek some type of settlement or
12 other negotiation. In that case, we would
13 recommend that Council consider agreeing to
14 completion of the roads and adequate
15 improvement of the roads, because there's
16 some question as to whether or not the
17 foundation or the base needs to be re-worked
18 before the second lift of asphalt is
19 completed, as an alternative to requiring
20 them to complete the sidewalks as well.

21 Currently this case is not set for trial.
22 We are awaiting an offer of some sort from
23 Bond Safeguard for the City to consider to
24 move forward.

25 MR. HOGAN: What is the state of the

1 pleadings?

2 MS. REY: At this point we have filed a
3 complaint and they have filed an answer, and
4 we are in discovery.

5 MAYOR BRADBURN: Did the City accept the
6 first phase work?

7 MR. HOGAN: Yes. The first phase of the
8 work was accepted and the bond was reduced to
9 its current amount, around \$200,000. The
10 direction that we need is -- it's possible
11 that the \$200,000 won't cover the needed
12 asphalt work and the sidewalks. So we have
13 to maybe choose between asphalt or sidewalks,
14 or make some other kind of compromise. But
15 the bonding company's not going to be liable
16 for any more than the face of the bond.

17 COUNCILMAN BERNARDINI: Question.

18 MR. HOGAN: Yes, sir?

19 COUNCILMAN BERNARDINI: If the road was
20 substandard, is there not a warranty on that
21 part of the work? I mean, if it's
22 substandard it's got to be redone?
23 Somebody -- I mean, we shouldn't have to
24 suffer the consequences for that.

25 MR. HOGAN: Well, there's two issues

1 with the first lift of asphalt. Number One,
2 I'm not certain that it was efficient as far
3 as a first lift goes. But from what I know
4 about pavement -- paving, is there's -- there
5 is a base limerock, then you have the base
6 lift, and then you have the second lift or
7 finishing lift, which usually is an inch or
8 more, depending on whether it's a state road
9 or residential road.

10 So I went out to the site with Emory
11 Pierce a long time back, when I first took on
12 this job, and Emory didn't think there was a
13 problem with it, but it has deteriorated over
14 time. And the reason that there may not be a
15 warranty claim here is because, once again,
16 the developer in that project has filed
17 bankruptcy. So there may not be anybody
18 there for us to go after to enforce the
19 warranty claim. We don't have a -- we're not
20 in direct privity with the original paving
21 company. In other words, the original paving
22 company would have given their warranty to
23 the developer, who's no longer there. That
24 was Levitt and Sons.

25 COUNCILMAN BERNARDINI: Just seems to me

1 like there's a very important lesson to be
2 learned through all this litigation.

3 MAYOR BRADBURN: You think?

4 COUNCILMAN BERNARDINI: We don't come out
5 as winners in this.

6 MR. HOGAN: It's a rare occasion when
7 you complete a litigation and have a really
8 good feeling you won.

9 COUNCILMAN LEWIS: Question? Is this the
10 main entrance road to Southern Hills?

11 MR. HOGAN: No, sir. This is into the
12 development that's to the south off of the
13 main road. It's Cascades, I believe is the
14 name of the development. It was developed by
15 Levitt and Sons. It's a parcel that was sold
16 off by LandMar. The project was originally
17 undertaken.

18 COUNCILMAN LEWIS: I may be wrong, but I
19 don't think that road was ever turned over to
20 the City because that's an internal road, and
21 it is by their homeowners. They've got a CDD
22 in there, and that's a community development
23 district, and they're responsible for all of
24 those roads in there.

25 MR. HOGAN: I think that the plan was

1 that the road was to be dedicated to the City
2 upon completion.

3 COUNCILMAN LEWIS: And it was never
4 completed.

5 MR. HOGAN: Right. That's correct.

6 COUNCILMAN LEWIS: So is that going to be
7 a problem, that it was never accepted by the
8 City, about it being substandard like that?

9 MR. HOGAN: It's not going to be a
10 problem in litigation because the road was
11 bonded to the City to be completed. And they
12 got as far as the first lift and then never
13 completed it. The manhole covers are
14 sticking up this high above the pavement.

15 COUNCILMAN LEWIS: My question, to go
16 back to Councilman Bernadini's question and
17 sort of reiterate, the fact that we wouldn't
18 be necessarily looking for any type of
19 restitution from the developer, but the
20 actual person who had the contract to build
21 the road, the contractor.

22 MR. HOGAN: The problem is you're not in
23 privity with that contractor, and the other
24 problem is that the contractor would say that
25 the first lift of asphalt was adequate and

1 had you put the second lift on in a timely
2 manner, it would not have deteriorated.

3 COUNCILMAN LEWIS: Okay.

4 MAYOR BRADBURN: Which brings it back to
5 my original question: Did we accept the
6 construction of the first phase? And it
7 seems like we did.

8 MS. REY: As a point of clarification,
9 the bonds were initially issued in a higher
10 value, and then sometime around March 26 of
11 2007 the City authorized a reduction in the
12 value of the bond to the \$251,000 amount, and
13 then again to the \$201,000 amount. So they
14 were originally issued for higher dollar
15 values, and at some point a reduction in the
16 bond value occurred.

17 MAYOR BRADBURN: And as I recall, that
18 was not a unanimous vote. Mr. Johnston?

19 COUNCILMAN JOHNSTON: Once again, is this
20 for informational purposes? You mentioned
21 something earlier about possibly making a
22 decision about whether we want to complete
23 the road or sidewalks if push came to shove.
24 Do you want that from us in advance of that
25 being offered, or do you want to wait until

1 the offer is made by them?

2 MR. HOGAN: We would like to have some
3 guidance on what the City -- what the City
4 Council would like us to do. Because in all
5 likelihood, the bonding company is going to
6 come back and offer to either finish the road
7 or do the sidewalks or some combination
8 thereof.

9 COUNCILMAN JOHNSTON: Well, my personal
10 preference would be that the road get
11 finished, simply because, to me, that's a
12 little more important than sidewalks. If
13 you've got manhole covers sticking up several
14 inches above the roadbed, that's a potential
15 liability that we've got sitting out there
16 that no matter who owns the roads, they're
17 going to come looking for us. So that would
18 be my preference, to have the road finished
19 first and then whatever's left over, go
20 toward sidewalks, or however we do it.

21 MS. REY: Part of the reason why we're
22 seeking guidance and direction is that the
23 sidewalk requirement is pursuant to the
24 ordinance specific to this project. And so
25 because it will require, if that ends up

1 being the settlement the City goes with, it
2 will require some type of modification to the
3 ordinance. Without direction from Council,
4 we try not to enter into negotiations without
5 having clear direction on those type matters.

6 MAYOR BRADBURN: Councilman Bernardini,
7 what is your preference?

8 COUNCILMAN BERNARDINI: I would say that
9 I would rather have the roads, but if we
10 haven't accepted it, then it's really not our
11 road. So I don't know, I'm just kind of -- I
12 mean, we got to go with, I guess, with the
13 road, but if we don't like it, we don't ever
14 have to accept it. Then we could have taken
15 the money and built sidewalks with it. I
16 mean, of course, with the price of
17 construction going down, maybe we can get
18 both. But if we have to choose one, I would
19 go with the roads.

20 MAYOR BRADBURN: Vice Mayor?

21 COUNCILMAN LEWIS: Definitely with the
22 roads, Mayor. My concern is with changing
23 the ordinance, too, also. I know we can
24 change it, but do we really need to, because
25 it does say that the sidewalks will be in

1 there and in place before CO is issued for
2 the homes once a home is built in there. And
3 if you build those sidewalks in there right
4 now, you put them across vacant lots, they're
5 going to be busted all to pieces when they
6 come in there and build those homes because
7 they're going to be driving across them with
8 cement trucks, tractors, clearing the
9 property. Those sidewalks aren't going to
10 have a chance.

11 And they're not going to know where the
12 driveway is. They're not going to know if
13 the house is a left-hand garage, right-hand
14 garage, side garage, or what. So I'm like
15 Councilman Johnston and Bernadini, I
16 definitely go with the streets. Go ahead and
17 do the streets.

18 One point of clarification, I heard
19 Mr. Hogan say \$200 000 and I heard \$453,000
20 from down here. I like the 453,000 much
21 better down here, if we can work towards that
22 settlement.

23 MS. REY: There are two bonds, and each
24 is approximately --

25 COUNCILMAN LEWIS: Okay. Both are around

1 two hundred?

2 MS. REY: Correct.

3 COUNCILMAN LEWIS: Just for
4 clarification. Thank you.

5 MAYOR BRADBURN: And my preference would
6 be the road. As far as the sidewalk goes, I
7 think it would behoove us to look at those
8 plans again and see where we could get the
9 biggest bang for the buck. If we have three
10 miles of road -- or three miles of sidewalk
11 that needs laying and we could do a good mile
12 that is strategically placed, then we should
13 do that instead of just saying, oh, we're
14 going to do the right side and leave it at
15 that.

16 MR. HOGAN: Okay. Any other comments
17 about City of Brooksville versus Bond
18 Safeguard?

19 (Proceedings concluded.)
20
21
22
23
24
25

1 STATE OF FLORIDA)

2 COUNTY OF HERNANDO)

3 I, CARLA GAIL DONATO, Registered Professional
4 Reporter, certify that I was authorized to and did
5 stenographically report the foregoing proceedings
6 and that the transcript is a true record of said
7 proceedings.

8 Dated this 13th day of April, 2011.

9 
10 _____
11 CARLA GAIL DONATO, RPR

12
13
14
15
16
17
18
19
20
21
22
23
24
25

ORIGINAL

CITY OF BROOKSVILLE
CITY COUNCIL
EXECUTIVE SESSION

PROCEEDINGS: Executive Session Re:
**Application of Skyland
Utilities, LLC**
Case No. 090478-WS

DATE: April 19, 2010

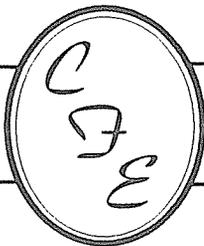
PLACE: 201 Howell Avenue
Brooksville, Florida

REPORTED BY: C. GAIL DONATO, RPR
Notary Public - State of
Florida at Large

APPEARANCES: DERRILL McATEER, ESQUIRE
JENNIFER REY, ESQUIRE
20 South Broad Street
Brooksville, Florida 34601
Counsel for City of Brooksville

COUNCIL MEMBERS:
LARA BRADBURN, Mayor
RICHARD E. LEWIS, Vice Mayor
JOE BERNARDINI
JOSEPH E. JOHNSTON, III
FRANKIE BURNETT

STAFF: T. JENNENE NORMAN-VACHA
City Manager



Carolyn F. Engel & Associates

Registered Professional and
Certified Verbatim Reporters

309 South Main Street - Brooksville, Florida 34601

(352) 754-1182

P R O C E E D I N G S

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

MAYOR BRADBURN: So we move on to Skyland Utilities. I believe Mr. McAteer is going to take us through that one.

MR. McATEER: Yes. Derrill McAteer, Hogan Law Firm on Item E. It is the application of Skyland Utilities, LLC to operate a water and wastewater utility in Hernando and Pasco Counties before the State of Florida Public Service Commission.

Back in October we received notice, not from the PSC or through the applicant, but through the Hernando County Attorney's office that Skyland Utilities, LLC had applied before the Public Service Commission to authorize a utility service in a specific area. They're, in effect, requesting a certificate for a utility system under Section 367.021 Florida Statutes.

Basically, this is the multi-county, multi-jurisdictional certification process, review certification process, for a utility in the state of Florida before the Public Service Commission. We got notice of the application on the day the objection was due,

1 so we filed an objection, after receiving
2 direction from the City Manager, and later
3 followed up with an amended objection.

4 The initial objection incorporated mostly
5 Hernando County's objections, to the point
6 they were relevant to the City, as far as
7 demands on infrastructure and our concern
8 about the financial capability of this
9 company, which, I think is well known. It's
10 the Evans family, the Evans property, which
11 is behind Skyland Utilities, LLC.

12 We got more specific with the City in the
13 amended objection filed under a motion --
14 after receiving a -- granted a Motion to
15 Amend, in which we attached two documents.
16 One was a document that Bill Geiger provided,
17 which was just simply an overview map showing
18 the two parcels were within less than three
19 miles of the City's first right to serve
20 boundary, and really almost basically less
21 than three miles from the southernmost
22 boundary of the City, about three miles from
23 the southernmost boundary of the City.

24 We also attached the interlocal service
25 boundary agreement between the City of

1 Brooksville and Hernando County. That
2 agreement draws a boundary around the City.
3 It says that the City shall have the first
4 right to serve for water and wastewater
5 utilities within a boundary, the southernmost
6 boundary of which is Powell Road.

7 However, the document also states that
8 if the County refuses to serve a parcel or is
9 not capable of serving, perhaps is a better
10 way to put it, outside of the City's first
11 right to serve boundary, then the City has
12 the first right to serve.

13 So I had a concern with that and thought
14 that was a point worth raising with the PSC,
15 because as a City, possibly, whatever
16 Council's intentions are at that time, if the
17 City decides to grow southward and has the
18 capability of growing southward, that they
19 could rub elbows with Skyland and possibly be
20 a competitor with Skyland, if the City wants
21 to expand its utility service to the south
22 and enters into Hernando County agreements to
23 do so.

24 And then I met with staff, because
25 discovery became an issue. There were large

1 scale discovery requests from Skyland, and
2 Richard Radacky -- Radacky is how I should
3 pronounce it -- Mr. Radacky was very
4 informative and very enthusiastic about the
5 issue of bulk water sale, and basically
6 multi-jurisdictional bulk water sales to
7 governmental and private entities out of
8 county, and basically laying pipes and having
9 miniature well fields, and the drawdown
10 issues. And he's far more than I -- it's not
11 really a legal issue, it's a factual issue --
12 he informed me of the way -- of the aquifer
13 flow under the City and how pumping could
14 affect the potable water supply for the City
15 of Brooksville, and that being a concern.

16 So we -- after we went through discovery
17 and met with staff, we had a conference call
18 with Skyland's attorney and a local engineer,
19 Cliff Manuel, and we raised that issue with
20 them. Now, Skyland had already proposed a
21 settlement agreement to the City in a very
22 skeletal form. That settlement agreement
23 would need to be amended significantly. Our
24 office would not suggest that anything
25 proposed from Skyland be accepted. I want to

1 be clear on the record on that. It would be
2 something that would have to be amended
3 significantly.

4 But one thing they did propose, the point
5 was to confine their residential or customer
6 service to those parcels, but they wouldn't
7 confine both water or bulk water type sales,
8 which are two different things, but bulk
9 water sales. They would not restrict or
10 agree to any restriction on bulk water sales,
11 which threw up a flag, I believe, to staff.
12 Staff can speak for itself, but that was a
13 concern of the staff.

14 And the way I set up this outline was to
15 try to note that there are legal concerns on
16 our part in staying in it. However, there
17 are policy and political concerns and perhaps
18 benefits to staying in it for Council. And
19 it's kind of an interesting thing. It's
20 different than most litigation we've worked
21 for you. Most litigation we've had before
22 you, the City is -- it involves a piece of
23 City dirt; with the City's annexing, the City
24 is clearly a party.

25 In this case we may have standing issues

1 because these parcels are all outside the
2 City's not only incorporated boundaries, but
3 also the interlocal service boundary
4 agreement. The southernmost first right to
5 serve area is three miles, basically, south
6 of that; 2.7, to be exact.

7 So I have a concern with that because if
8 there is no settlement agreement issue and a
9 certificate is issued, then Skyland can do
10 basically whatever it wants within the
11 purview of the Florida Statutes, which is
12 fairly broad. However, it is not my point to
13 tell Council how they want to work with
14 Hernando County or how they want to pursue
15 the bulk water issue, which is an issue of
16 policy, pertinent policy concern.

17 I have to advise Council that if no
18 settlement is entered into with Skyland, that
19 we could possibly have no restrictions
20 whatsoever if the PSC finds that Brooksville
21 does not have proper standing to stay in, or
22 if Hernando and Pasco Counties and the City
23 of Brooksville were to lose outright the
24 certificates issue.

25 So that is, I guess, the balance, the

1 counterweight that you're looking at, is
2 staying in it to show -- as my understanding,
3 there was some interest from staff in showing
4 support for Hernando County and its issues in
5 this, and riding, for lack of a better term,
6 shotgun with the County on this issue, and
7 also the bulk water issue, versus the fact if
8 we're going to get anything out of it, I
9 would say now might be the time. Now, on
10 Friday there was a stay. A settlement may be
11 the way to do it.

12 The reason I bring up the stay is
13 Hernando County has filed an appeal. It's a
14 very convoluted piece of litigation.
15 Hernando has filed what amounts to an
16 interlocutory appeal with the First District
17 Court of Appeal, because it's an
18 administrative action, and that's where
19 jurisdiction lies, with the First District
20 Court of Appeal. Because they don't want the
21 Public Service Commission to even have
22 jurisdiction over this matter. So they're
23 still fighting the Public Service
24 Commission's jurisdiction. So it's a fairly
25 juvenile matter.

1 MAYOR BRADBURN: Is that because of the
2 commissioner assigned to the case?

3 MR. McATEER: You mean the current
4 chairman of the Public Service Commission?

5 MAYOR BRADBURN: Well, I understand it's
6 been assigned to Commissioner Argenziano.

7 MR. McATEER: Yes, that's the current
8 chairman, also, of the Public Service
9 Commission. But they -- I don't know if
10 that's what the political reasons are for the
11 County. They are not happy with the Public
12 Service Commission having jurisdiction. They
13 don't believe it's really truly
14 multi-jurisdictional because there's not even
15 a plan where -- how the pipes would run
16 between Hernando and Pasco, how these --
17 basically frozen out orange groves, is what
18 these are. Evans Properties is a big orange
19 grower, or they were. These frozen out
20 orange groves, how are they linked together
21 between Hernando and Pasco County?

22 There's nothing in the application that
23 shows it. They allege they're going to link
24 them. They haven't even said how yet. And
25 so Hernando County doesn't believe they've

1 met the threshold for jurisdiction of the
2 PSC, and that's going to be a fight at the
3 First District Court of Appeal level.

4 Again, we got that at five o'clock on
5 Friday after I had already written this memo,
6 so that is an issue which takes some of the
7 pressure off of this case. The case is
8 automatically stayed pending First District
9 Court of Appeal action. How long it takes an
10 administrative action is somewhat news to me,
11 because I haven't -- hopefully they deal with
12 them faster than they deal with regular
13 Circuit Court appeals to District Courts of
14 Appeal, which usually take about a year.
15 Hopefully it's a faster process than that,
16 but I can't promise you that it is, and I
17 don't know that it's to our detriment that it
18 might be a slow thing. In this case having
19 the DCA take its time may be a good thing
20 because then it gives Council some time to
21 consider this issue, if that's your
22 indication.

23 But it's my job to point out that if this
24 goes to a conclusion, whether we're dismissed
25 out or whether we lose outright, we stay in,

1 lose outright with Hernando County and Pasco
2 County, that we could lose any chance of
3 securing any rights, which we might have in a
4 settlement agreement.

5 MAYOR BRADBURN: Bernardini, Councilman
6 Bernardini?

7 COUNCILMAN BERNARDINI: Well, I
8 understand what we have to lose, but on the
9 bulk water side, this about bulk water. This
10 ain't about serving a few customers up here
11 with some houses. It's about bulk water.
12 It's about getting that bulk water and right
13 now transporting it to the south.

14 And I think that we should stick behind
15 Hernando and Pasco County, stay with them on
16 this issue. I know that our water runs from
17 east to west. You take and you dam up the
18 other side of our water flow, and look what
19 happens to us, they can dry us up, just like
20 they did down in Pasco County with those
21 lakes and everything that happened down in
22 there. And I just think we need to stick
23 into this fight and stay with them as long as
24 we can and not let that water flow to the
25 south.

1 Because that's what it's about. It's not
2 about serving a few residential customers and
3 a few businesses that they have along the
4 line. They don't even want to talk about the
5 bulk water, and that's why they don't want to
6 talk about it.

7 COUNCILMAN LEWIS: I concur, Mayor, with
8 everything Joe said.

9 COUNCILMAN BURNETT: Concur.

10 MAYOR BRADBURN: Well, as you know, I
11 know a thing or two about the water wars. I
12 also know a thing or two about the leadership
13 of SWFWMD wanting to become a greater
14 regional water regulator, and that, I don't
15 believe, will bode well for the City's local
16 resources.

17 I also know about the support favored by
18 some leaders of SWFWMD to diminish the 2005
19 legislation on local sources first. Those
20 all play a part in this. While I don't think
21 that we should exert great legal effort to
22 this matter, I think that we can mirror the
23 County's a lot and do the legal responses
24 necessary to preserve our unique issues, but
25 if it means taking the bulk of the work by

1 the County, retyping it and signing our names
2 to it, I'm okay with that.

3 Let them take the upper hand, but we have
4 to preserve our standing. Because down the
5 road, if we don't put our name into the fray,
6 we might not have a say. I think that the
7 PSC -- and this is just me, but, you know, I
8 would think the PSC would retain its standing
9 because that's why they exist. And certainly
10 the PSC is aware of the water issues in that
11 area. So I think we need to stay on course.
12 I think that we need to maintain some legal
13 input here, but I don't think that we need to
14 duplicate all the efforts of the County at
15 our expense.

16 MR. McATEER: The only -- I will speak
17 to that one issue. We cannot completely ride
18 at ease, because they do style the discovery
19 requests specifically to the City. The
20 discovery requests that we work with and
21 which take up a lot of staff's time and legal
22 time, are styled specifically to the City.
23 There are some redundancies with the County,
24 but they are not in any way exact. They
25 wanted to know where the City's pipes were.

1 MAYOR BRADBURN: So do we.

2 MR. McATEER: Well, south of downtown.
3 But the point being, I know what they're
4 doing. They're looking for a way to get the
5 City out of this because they want one less
6 face in that panel when there's the lawyers
7 in opposition to the certificate standing in
8 front of the PSC, they want one less head,
9 one less political face, out of that panel
10 objecting.

11 MAYOR BRADBURN: Sure.

12 MR. McATEER: And that's what they're
13 doing. What I meant by standing was they
14 want to knock out the City and say, hey, you
15 don't have, because of where your utilities
16 are and where your first right to serve
17 boundary is, you don't have a legal right to
18 standing to stay in this case before the PSC,
19 and Skyland is trying to knock us out. I'm
20 not saying they're going to be successful.
21 I'm not saying we won't fight that with
22 everything we've got. What I'm saying is
23 that there is the risk, because of the facts
24 in the dirt and on the ground and in the
25 paperwork, that they can make a coherent

1 argument that it's the County's bailiwick and
2 the City shouldn't be in it.

3 I understand what the City's concerns are
4 very clearly, but at the same time I have to
5 advise you that that may be, and I think it
6 is what their approach will be to the City.
7 And I do believe, you know, they'll ask,
8 maybe even ask for depositions or testimony
9 from some of the City's people, and that will
10 cost costs. So I'm just advising you.

11 MAYOR BRADBURN: Well, this is, again,
12 I'm only one of five here, but this is our
13 water we're talking about. We already have,
14 for lack of a better term, entities out there
15 who want to steal our water. We have a
16 regional water supply authority that does not
17 look favorable on -- they want to grab our
18 water. We have diminishment of the
19 Comprehensive Plan rules, Senate Bill 360.

20 We have a movement on for the greater
21 regional water control, we have a movement to
22 diminish the local sources first. We have to
23 do whatever we can to protect our local water
24 sources. And granted, we don't control the
25 aquifer. But we can do our part. So to me,

1 I don't really see it as an option. That's
2 my perspective.

3 MR. McATEER: I've said all I need to
4 say. All I needed to do is just make you all
5 aware of that. If you ask us to move
6 forward, we'll move forward. We won't try
7 to -- I know you have a budget, or a
8 monetary, fiscal concern, perhaps, but at the
9 same time we will satisfy the City's
10 interests so that we stay in it. If we don't
11 respond to discovery, we'll be kicked out.
12 We have to respond to the request. Anything
13 that is procedurally correct, we have to
14 respond to with a quality response or we'd be
15 out simply from not participating in the
16 litigation. But really it's Council's call.

17 COUNCILMAN LEWIS: Mayor, do you need a
18 motion for them to continue to partnership
19 with the County and Pasco?

20 MAYOR BRADBURN: I think that that would
21 strengthen our stance, yes.

22 COUNCILMAN LEWIS: I'll make that
23 motion.

24 COUNCILMAN BERNARDINI: Second.

25 MAYOR BRADBURN: We have a motion and a

1 second to continue our allegiance in the
2 County's effort to intervene on the Skyland
3 application.

4 COUNCILMAN LEWIS: Keep us advised, too,
5 please.

6 MAYOR BRADBURN: All in favor?

7 (Councilman Lewis, Bernardini, Burnett,
8 Johnston and Mayor Bradburn indicating
9 affirmatively.)

10 MAYOR BRADBURN: Opposed? Motion
11 carries 5-0.

12 Thank you, Mr. McAteer, Ms. Rey. This
13 concludes our executive session. We stand
14 adjourned until our regular meeting.

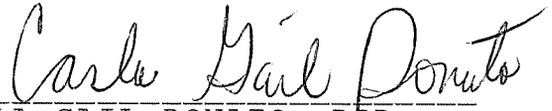
15 (Proceedings concluded.)
16
17
18
19
20
21
22
23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STATE OF FLORIDA)
COUNTY OF HERNANDO)

I, CARLA GAIL DONATO, Registered Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true record of said proceedings.

Dated this 13th day of April, 2011.


CARLA GAIL DONATO, RPR

CITY OF BROOKSVILLE
CITY COUNCIL
EXECUTIVE SESSION

ORIGINAL

PROCEEDINGS: Executive Session Re:
**City of Brooksville v. Bond
Safeguard Insurance Company
Case No. CA-09-2388**

DATE: April 19, 2010

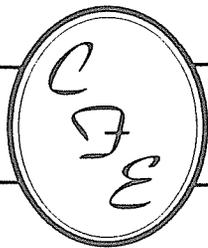
PLACE: 201 Howell Avenue
Brooksville, Florida

REPORTED BY: C. GAIL DONATO, RPR
Notary Public - State of
Florida at Large

APPEARANCES: DERRILL McATEER, ESQUIRE
JENNIFER REY, ESQUIRE
20 South Broad Street
Brooksville, Florida 34601
Counsel for City of Brooksville

COUNCIL MEMBERS:
LARA BRADBURN, Mayor
RICHARD E. LEWIS, Vice Mayor
JOE BERNARDINI
JOSEPH E. JOHNSTON, III
FRANKIE BURNETT

STAFF: T. JENNENE NORMAN-VACHA
City Manager



Carolyn F. Engel & Associates

Registered Professional and
Certified Verbatim Reporters

309 South Main Street - Brooksville, Florida 34601
(352) 754-1182

P R O C E E D I N G S

1
2 MAYOR BRADBURN: All right. We move on
3 to the next item, City of Brooksville versus
4 Bond Safeguard Insurance Company. Ms. Rey?

5 MS. REY: This is Item D, City of
6 Brooksville versus Bond Safeguard Insurance
7 Company. It's Case Number CA-09-2388, for
8 the Fifth Judicial Circuit in and for
9 Hernando County, Florida.

10 Looking up on the map on the screen,
11 this next item deals specifically with
12 Cascades, Phases I, II, and then subsequent
13 III and IV. In particular, we're dealing
14 with performance bonds for Phase I, which
15 is the orange in color on the map.

16 The City filed suit, as indicated in the
17 memo, against Bond Safeguard to make demand
18 on the performance bond securing improvements
19 for Phase I. What is outstanding includes
20 the last lift of asphalt and certain
21 sidewalks. If you will indulge me a moment?
22 (Showing slides.)

23 MAYOR BRADBURN: Looks like a baseball
24 stadium.

25 MS. REY: Okay. We are dealing with

1 Phase I, which is essentially this section
2 here. And as it stands right now, this is a
3 sidewalk that should have been completed by
4 Levitt and Sons that has not. Here are two
5 sidewalks that should have been completed by
6 Levitt and Sons and were not. And then there
7 are sidewalks in here that were to have been
8 completed by Levitt and Sons and were not.

9 In addition, the City agreed -- the City
10 agreed to allow the developer to construct a
11 sidewalk on one side of the street throughout
12 the project. That's sort of the state of the
13 project now.

14 The City filed suit to demand the payment
15 on the performance bond to complete the
16 sidewalks and the second lift of asphalt.
17 Bond Safeguard has now supplied a settlement,
18 a completion and settlement agreement. This
19 is their initial offer. We have not made any
20 kind of changes or modifications.

21 At this point, in working with your
22 staff, it's been discussed that we allow
23 about six months for completion of
24 construction, and that we have asked Bond
25 Safeguard to actually complete construction

1 rather than paying the City. However,
2 there's been some discussion with the current
3 land owner. There are lots of concerns about
4 the sub, the road base, on portions of the
5 road because it's been incomplete for
6 sometime. And their concern, because the
7 homeowners will eventually maintain the road,
8 is to insure that that road gets fixed
9 properly and correctly.

10 It is unclear at this point whether that
11 can be done within the current value of the
12 bond. So Bond Safeguard has said, yes, we'll
13 come in and complete the work. The homeowner
14 says this is great, but we're mostly
15 concerned about getting the road done.
16 The property owner has indicated to the City
17 that they are willing to assist in funding
18 the costs for testing, analysis and
19 engineering work so that they can have access
20 to those documents, and they have offered to
21 the City two things: One, to be as
22 cooperative as necessary to get the road
23 completed. And, two, to post a bond for the
24 remaining sidewalks.

25 The property owner says why have the bond

1 company come in, complete the remaining
2 sidewalks on the vacant lots, if we just may
3 have to tear them up subsequently? So they
4 said at this point they would not be opposed
5 if the City wanted to agree that the sidewalk
6 on vacant lots not be constructed.

7 I bring that before you today because we
8 do need some direction. At this point it's
9 our recommendation that we not allow the
10 homeowner to post a separate bond to bond the
11 remaining sidewalks, other than the ones I
12 pointed out to you that are defaulted
13 obligations. What we're talking about is the
14 one side of sidewalks in the future.

15 MAYOR BRADBURN: Just for clarity, the
16 landowner you're referring to is?

17 MS. REY: It's CASHP-1, which stands for
18 Cascades at Southern Hills Plantation One.

19 MAYOR BRADBURN: Okay. But at this
20 point, that's still a corporate entity, not
21 necessarily the people who bought homes?

22 MS. REY: Correct.

23 MAYOR BRADBURN: At this point?

24 MS. REY: Correct.

25 MAYOR BRADBURN: Just want to make sure.

1 MS. REY: We would not necessarily
2 recommend allowing the homeowner to do that,
3 primarily because it sets a bad precedent,
4 given your pending litigation with
5 Westchester Fire Insurance in Phase II.

6 It's our recommendation that the work is
7 bonded. You have a bond to secure completion
8 of the work and that you require the bond
9 company to complete the work. One possible
10 compromise is if, again, if Bond Safeguard is
11 amenable, one possible compromise is to say
12 complete the road, complete those portions of
13 sidewalks that are currently in default, and
14 whatever balance of funds are left, based on
15 an estimate, deposit with the City for the
16 City to hold in escrow or trust for then the
17 future completion.

18 What the City might consider is if they
19 agree to post the cash, the City would
20 relieve them of any maintenance obligation
21 for the outstanding sidewalks that are not
22 completed. And so that might be a happy
23 medium between holding the bond company
24 liable for the full face value of the bond
25 completion of the work, and meeting the

1 homeowners' request to delay construction of
2 the additional sidewalks. Again, beyond
3 those that are default obligations.

4 MAYOR BRADBURN: My opinion is this: We
5 need the work done more than we need the bond
6 money, and though we want to make sure that
7 the work is quality. We know that there's
8 been degradation of the existing surface,
9 which means the base has been impacted. To
10 what extent, you know, let the experts tell
11 us that. But, you know, road first,
12 sidewalks second. And if we're going to
13 prioritize those projects, I would do road
14 first, sidewalk second, and I would rather
15 have a private entity do it at less cost than
16 the government.

17 COUNCILMAN JOHNSTON: Question? I know
18 I'm missing something. This may cause you to
19 digress into matters that are not related to
20 this necessarily, but why is it Phase II
21 thing, how does that impact -- seems to me
22 that you have the developer who is willing --
23 the current developer, the current landowner,
24 was willing to take out a bond for
25 completion of that. That would be a good

1 thing for the City, but you're saying it may
2 impact the way the other thing's done. Why
3 is that and how is that?

4 MS. REY: One of the legal arguments
5 that's been posed in the Westchester matter
6 is that the City failed to make demand from
7 the subsequent property owner to bond the
8 work. And, essentially, the City is arguing
9 there's a bond. The bond should be
10 responsible for completing the work that it
11 was -- that's outlined in that particular
12 bond. The City has not made a demand of this
13 particular homeowner to bond it. They have
14 volunteered. In the Westchester matter --

15 COUNCILMAN JOHNSTON: When you're saying
16 homeowner, you mean the developer?

17 MS. REY: I'm sorry, yes, the current
18 property owner. Current property owner. In
19 the Westchester matter the City had a bond.
20 They made demand on the bond to complete the
21 work. The surety is asking, well, why didn't
22 you ever make demand of the current property
23 owner to either post bond or complete the
24 work?

25 COUNCILMAN JOHNSTON: Well, we wouldn't

1 be making demand on the current property
2 owner in Phase I. They're offering to do it
3 themselves. It's not like we're demanding
4 them to do that or making demand on them for
5 that. They're willing to trade off a portion
6 of that for completion of a different thing,
7 and to relieve the current bond obligor from
8 some of their duties. Seems to me that's not
9 exactly apples and apples, but, I mean, I'm
10 not the legal guy, so.

11 MS. REY: Well, and keep in mind that
12 it's just one argument of a few that the City
13 failed to make demand on the current property
14 to meet obligations that they feel run with
15 the land and were subsequently assigned or
16 assumed by the next property owner.

17 COUNCILMAN JOHNSTON: To me it would
18 seem like they're not subsequently assumed by
19 the next property owner unless they pull out
20 a bond. Otherwise, the existing bond runs
21 with the land, not the obligation.

22 MS. REY: And I understand that, but it
23 is a concern that we have in terms of
24 establishing a precedent that may affect the
25 Westchester litigation.

1 COUNCILMAN LEWIS: Mayor?

2 MAYOR BRADBURN: Yes, sir.

3 COUNCILMAN LEWIS: We're looking at,
4 since the bond's been reduced, we're looking
5 at \$201,364.30 right now at the low end of
6 it. And, to be honest, \$201,000 isn't going
7 to go that far in road work. I'm like the
8 mayor, I'd rather see the work done.

9 As bad as I would hate to see those
10 sidewalks completed, for them to sell those
11 lots and develop them and come in there and
12 bust them up by driving cement trucks and
13 block trucks, I would be more in favor of
14 having that bond meet its obligation doing
15 the work. Put in those sidewalks as required
16 by the bond. Hold them to that band. Hold
17 their feet to the fire. And if we can do it
18 all for 201,000, fine. But put our
19 priorities on the road work first, on the
20 swale work, like that, and any sidewalks
21 that's in front of residential completed
22 homes, and see how far that 201,000 goes.

23 And if it'll do all of it, fine. Do it
24 all. And when they sell those properties,
25 the builder that comes in is going to have to

1 clear the lot. There's going to be some
2 damage to that, but they have it in other
3 subdivisions. It's their responsibility
4 before they get their CO to replace that
5 sidewalk out there that was existing when
6 they come in there. And they aren't going to
7 destroy that whole sidewalk. They're going
8 to work around it. They're going to cut out
9 a section for the driveway, and they're going
10 to work through that section as much as they
11 can. Trust me, they'll work around it.
12 They'll try to save as much concrete as they
13 can. That would be my opinion. Thank you.

14 COUNCILMAN BURNETT: Madam Mayor? Just
15 as an observation, isn't this the company
16 that came before us, and I believe I was on
17 council at that time, to make a decision
18 whether to put sidewalks on both sides of the
19 streets? And we agreed with them just to put
20 it on one side. So, to me, they got a big
21 break then because they didn't have to put
22 sidewalks on both sides. They only had to
23 put them on one side.

24 And my big problem is that we keep being
25 lenient with people and we try to work with

1 them, and it always seems when it all comes
2 down to the end, we the one suffer the bad
3 cost for it. And that just was an
4 observation, because I kind of remember that
5 case there. So they saved a whole lot of
6 money.

7 MS. REY: And your ordinance still --
8 you're absolutely correct in that this is the
9 project where the ordinance was passed
10 allowing for the single sidewalk on the one
11 side of the street. The current property
12 owner is a different property owner. They
13 acquired it out of the bankruptcy process.
14 And so they're taking -- they acquired the
15 current development agreement through the
16 ordinance and such.

17 So they're not asking for modification to
18 that. They were just approaching us as a
19 willingness and out of concern relative to
20 the road base and whether or not the bond
21 money was sufficient to complete all of the
22 outstanding improvements.

23 We do have a list that was provided to
24 you in the preliminary memo I did as to what
25 improvements are outstanding, and it's our

1 goal to get the bond company to agree to
2 that. But for purposes of settlement of the
3 process, we wanted to bring the options to
4 you for direction.

5 Keep in mind with respect to this
6 completion agreement, staff has several
7 requirements that are not incorporated in
8 here in terms of use of a Florida certified
9 or licensed contractor, as well as having
10 engineer certifications to the City and
11 allowing the City to do inspections and
12 things. So there are a number of items that
13 will be added to this settlement agreement,
14 but we wanted to come before you today for
15 further direction before we move forward in
16 responding to Bond Safeguard with a counter
17 offer.

18 MAYOR BRADBURN: Do you just need
19 consensus, or do you need a motion?

20 MS. REY: My preference would be for a
21 motion regarding direction.

22 COUNCILMAN LEWIS: I'll make the motion
23 in favor.

24 COUNCILMAN BURNETT: Second.

25 COUNCILMAN LEWIS: For the completion of

1 the settlement agreement as per recommended
2 by our legal staff.

3 MAYOR BRADBURN: Is that with the
4 priority list?

5 COUNCILMAN LEWIS: With the priority list
6 of the streets being done first, as we have
7 discussed, and then the swales, and then the
8 sidewalks. And whatever money we have there,
9 I think, personally, we're probably going to
10 run short on money out there. I think it's
11 going to cost a lot more than what's in the
12 bond right now. Hopefully there will be
13 enough in there to do the streets, and I
14 think that's the main concern of the
15 homeowners in there right now.

16 MAYOR BRADBURN: We have a motion.

17 COUNCILMAN BURNETT: Second.

18 MAYOR BRADBURN: We have a second.

19 COUNCILMAN BERNARDINI: Clarification on
20 counsel's recommendations, legal counsel's
21 recommendation?

22 MAYOR BRADBURN: Your understanding of
23 the motion is?

24 COUNCILMAN BERNARDINI: What was the
25 recommendations?

1 COUNCILMAN LEWIS: For the completion of
2 the settlement agreement and right here. It
3 starts on Page Two of Three.

4 MS. REY: And, again, any final
5 agreement would come back for approval and
6 authorization for execution. But in terms of
7 negotiating with them as to a final
8 agreement, we need direction.

9 My recommendations are that the six
10 months completion date, that the bond company
11 be liable to complete all of the outstanding
12 improvements with the priority order that's
13 been set by the council members, to include
14 the road, the sidewalks that are currently in
15 default, and then completion of the remaining
16 sidewalks on other vacant lots, sort of in
17 that priority. That the licensed contractor
18 requirement be added, and that the agreement
19 provide for City inspection, as well as
20 certification by a PE to the City as to
21 completion and compliance with the existing
22 approvals.

23 MAYOR BRADBURN: With that, we have a
24 motion and a second. All in favor?

25 (Councilmen Bernardini, Lewis, Burnett,

1 Johnston and Mayor Bradburn indicating
2 affirmatively.)

3 MAYOR BRADBURN: All opposed? Passes
4 5-0.

5 MS. REY: Any other questions regarding
6 the City of Brooksville versus Bond
7 Safeguard?

8 MAYOR BRADBURN: No.

9 (Proceedings concluded.)

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

STATE OF FLORIDA)
COUNTY OF HERNANDO)

I, CARLA GAIL DONATO, Registered Professional Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true record of said proceedings.

Dated this 13th day of April, 2011.


CARLA GAIL DONATO, RPR



CONSENT 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: SURPLUS EQUIPMENT

DATE: AUGUST 7, 2012

GENERAL SUMMARY/BACKGROUND: Below is a list of property determined to be obsolete, inoperative or otherwise no longer feasible in the City.

Description

1. Streets Dept. 1998 Dodge Pickup #610

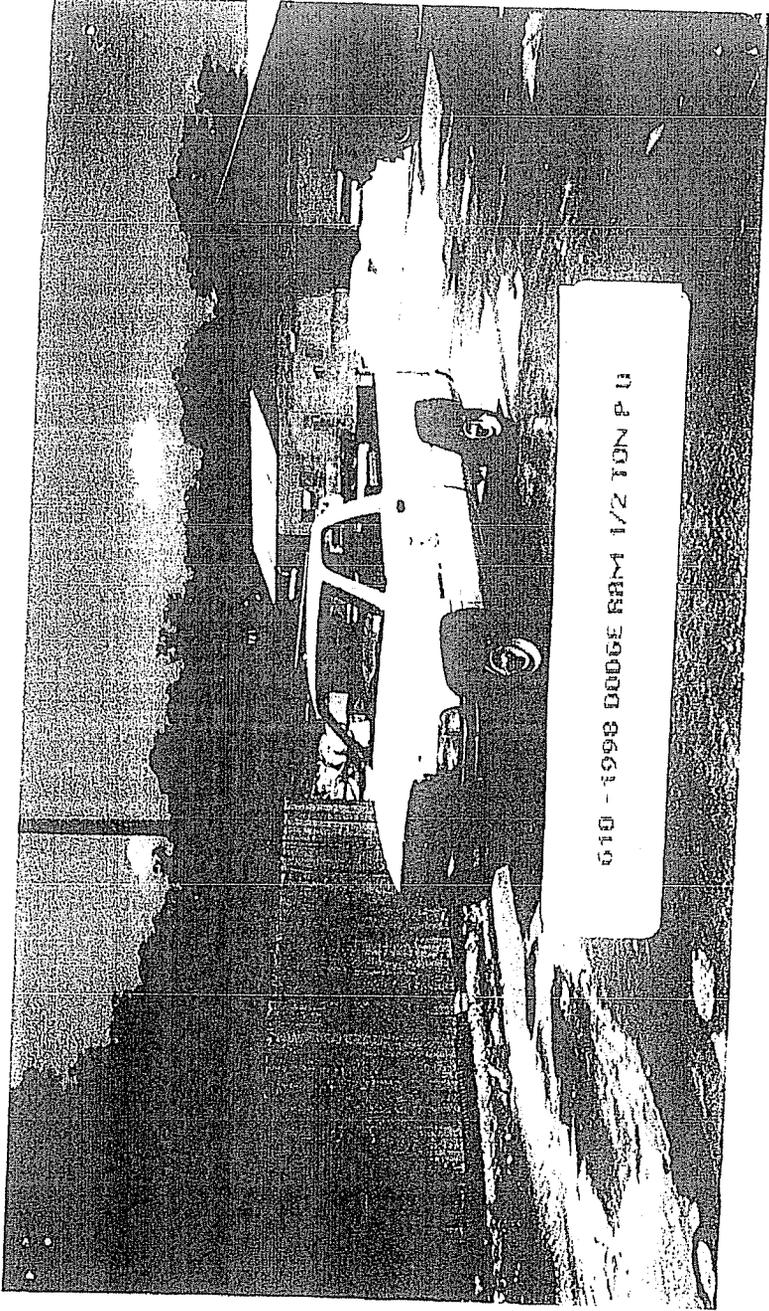
With Council's approval, the item will be coordinated for auction.

BUDGET IMPACT: Revenues received will be deposited in the appropriate revenue accounts within the City's Funds. A nominal financial impact is expected from the sale of this surplus equipment.

LEGAL REVIEW: Pursuant to Fla. Stat. §274.05 Surplus property, City Council has the authority and discretion to classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. In addition, within the reasonable exercise of its discretion and having consideration for the best interests of the City, the value and condition of property classified as surplus, and the probability of such property's being desired by a prospective bidder in the event of surplus, the City Council may offer surplus property to other governmental units in the county for sale or donation.

STAFF RECOMMENDATION: City Council to declare the item as "surplus" and authorize the City Manager to dispose of through the joint County/School Board/City auction or as appropriate.

ATTACHMENTS: Picture of Surplus Item



610 - 1998 DODGE RAM 1/2 TON P U



CONSENT AGENDA ITEM
MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: MIKE WALKER, PARKS, FACILITIES & RECREATION
DIRECTOR

SUBJECT: Park/Facilities Surplus of Batting Cages

DATE: August 3, 2012

GENERAL SUMMARY/BACKGROUND: At the August 1, 2012 Brooksville Parks and Recreation Advisory, it was discussed and approved to surplus the UT 2000 Batting Cages located at the Quarry Golf Course. The equipment is 13 years old and with the location of the batting cages, there is no staff available to oversee and manage the operation of the cages. To relocate them would also be an expense that the Park and Recreation Board felt was not in the best interest of the city to pursue. The recommendation from the Park and Recreation Advisory Board is to surplus the batting cages and to have the funds received from them to go towards the replacement of the tennis court, which was originally at the location the cages are at. The Board is planning additional fundraising efforts to assist with this project.

BUDGET IMPACT: Proceeds received will be posted to the McKethan Fund 302 and be allocated to the tennis court replacement project mentioned in the above memo. A nominal financial impact is expected from the sale of this surplus equipment.

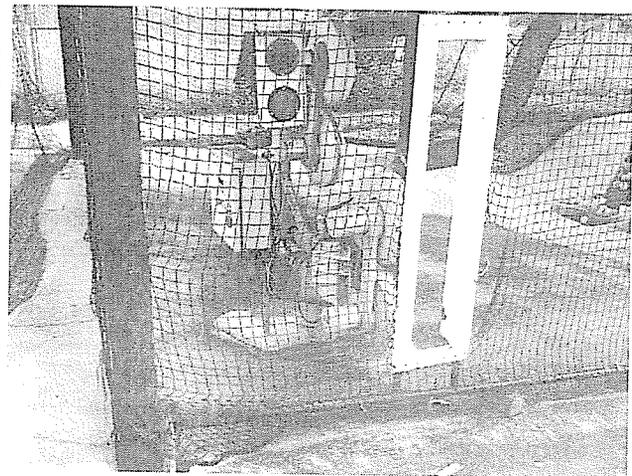
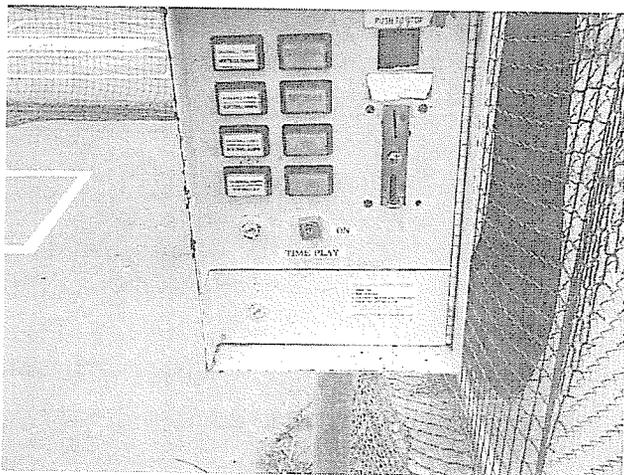
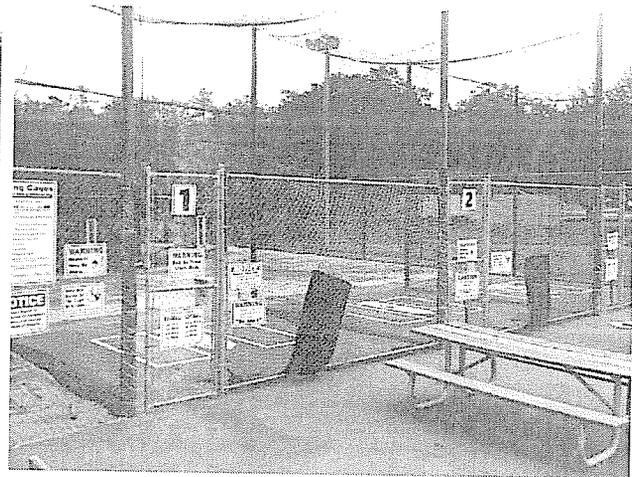
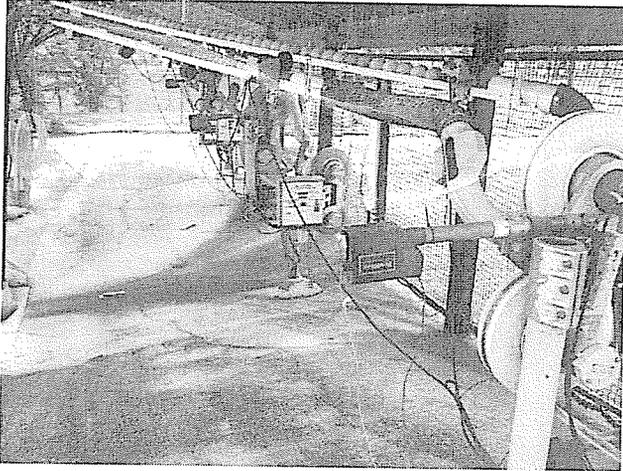
LEGAL REVIEW: Pursuant to Fla. Stat. §274.05 Surplus property, City Council has the authority and discretion to classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. In addition, within the reasonable exercise of its discretion and having consideration for the best interests of the City, the value and condition of property classified as surplus, and the probability of such property's being desired by a prospective bidder in the event of surplus, the City Council may offer surplus property to other governmental units in the county for sale or donation.

STAFF RECOMMENDATION: City Council to declare item mentioned above "surplus" and authorize the City Manager to dispose of through auction procedures.

ATTACHMENTS: Pictures

PARKS & RECREATION SURPLUS

BATTING CAGES





**CONSENT AGENDA
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JANICE L. PETERS, CMC, CITY CLERK

SUBJECT: CITY COUNCIL CHAMBER USE – POLICY 1-1997D

DATE: AUGUST 2, 2012

GENERAL SUMMARY / BACKGROUND: The city currently has Policy 1-1997-C in place, which allows for use of Council Chambers by City, County, State, and Federal agencies at no cost when available. For any other agencies and non-profit organizations use of Council Chambers, if available, would be at a cost of \$20 per hour and \$10 for other governmental entities not listed above. Meetings or events scheduled after hours and on weekends would incur a \$45 per hour fee.

The current policy does not allow for use by commercial or for-profit entities. Staff has received requests for such use and believes there is potential for revenue by allowing for use of the facility if available. Non-profit entities whose goals are for the betterment of the community would not be charged. The policy dictates that all uses are subject to and at the approval/discretion of the City Manager.

BUDGET IMPACT: There is no immediate budget impact as a result of the adoption of the proposed policy, however, over the long term it may result in increased revenues.

LEGAL REVIEW: Council has the legal authority to set policy for the operations and management of the city.

STAFF RECOMMENDATION: Staff recommends approval of amendments to Policy 1-1997 or direction to staff. Said policy shall be effective upon adoption.

ATTACHMENT: Proposed Policy 1-1997D

**CITY OF BROOKSVILLE
OFFICIAL POLICY 1-1997D**

CITY COUNCIL CHAMBERS

Although the City Council Chamber is designed and intended for use by the City, it may be utilized by other governmental agencies, commercial and non-profit organizations when not required for use by the City.

The individual/organization requesting to use the Chambers will be required to accept responsibility for any loss or damage. All set-up and clean-up for an event will be the responsibility of the requesting organization. An executed Use Agreement and Temporary License, with the appropriate fees/deposit, will be required prior to scheduling/use.

Use of the Council Chambers will be scheduled by the City Clerk's office. Approval will be subject to cancellation at any time without prior notice if required for use by the City.

There will be no charge for use by City, County, State, and Federal agencies, as well as non-profit organizations whose goals are for the betterment of the community.

For use by other than City, County, State, and Federal agencies, and non-profit agencies, whose goals are for the betterment of the community, a fee schedule to partially offset maintenance costs will apply. The fee will be \$20 per hour, with a minimum of \$50, for use between 8:00 a.m. - 5:00 p.m. Weekdays (other than Holidays). A \$100 security deposit (\$250 for Nights, Holidays and Weekend use) is required, which after inspection of the facility, will be refunded (less any amounts due for clean-up, loss or damages, etc.).

The fee for other governmental entities not included in the above description, including independent Special Districts, will be \$10.00 per hour, with a minimum of \$25.00.

As it is necessary to operate the air conditioning/heating system and to have an employee assigned to open/secure the building, at all other times the fees will be \$45 per hour, with a minimum of \$100, except for City-sponsored activities. If special services are required, the City Manager will determine an appropriate fee schedule to offset the City's cost.

~~For use by other than City, County, State, and Federal agencies, and non-profit agencies, whose goals are not for the betterment of the community, a \$100 security deposit (\$250 for Nights, Holidays and Weekend use) is required, which after inspection of the facility, will be refunded (less any amounts due for clean-up, loss or damages, etc.).~~

~~No commercial or for-profit activities will be permitted, and a~~All uses are subject to the City Manager's approval/disapproval.

ORIGINALLY APPROVED BY CITY COUNCIL: January 6, 1997
AMENDED: 7/21/97 (1-1997-A); 7/2/01 (1-1997-B); 8/16/04 (1-1997-C); 08/20/12 (1-1997-D)

CERTIFIED POLICY NO. 1-1997-DC

T. Jennene Norman-Vacha
City Manager

CITY OF BROOKSVILLE
RE: USE POLICY (1-1997-~~DE~~)

IMPLEMENTATION/APPLICATION PROCEDURE

1. Anyone other than the City desiring to use the Council Chambers is to complete a "Use Agreement".
2. Each time someone with a Council Chamber Use Agreement on file with the City Clerk (if more than 5 years old, a new Agreement should be executed) desires to schedule use of the room a "Temporary Use License" is to be completed. A License will not be issued if any fees for prior use are outstanding.
3. The estimated usage fee and deposit (if applicable) is to be paid prior to use. Government organizations have the option to have the fees invoiced.

CITY OF BROOKSVILLE

TEMPORARY USE LICENSE

THIS AGREEMENT entered into between the CITY OF BROOKSVILLE, by and through the City Manager or City Manager's designee, as "Grantor," and _____, as "Licensee", this ____ day of _____, 20____.

SECTION 1. The Licensee agrees to lease the City Council's Chambers on _____, beginning at _____, and ending at approximately _____, for the purpose of conducting a _____.

SECTION 2. The Licensee may utilize the Council's Chambers, including the film projectors, slide projectors, overhead projectors, television, sound system, and other equipment except the recorder, and agrees to maintain said equipment in the present condition and location, and if applicable, obtain authorization to use copyrighted materials.

SECTION 3. The Licensee agrees to pay the appropriate fees as set forth in Policy Number 1-1997-DE.

Total Estimated Usage Fee: \$ _____ Deposit: \$ _____
(Plus current Florida sales tax, if applicable)

SECTION 4. The Licensee is responsible for set-up and clean-up after use and agrees to hold the City harmless for any and all claims arising from the use of said facilities.

SECTION 5. The Licensee understands and agrees that the use of these premises is subject to availability, and could be canceled without notice at the discretion of the City. If canceled by the Licensee, the minimum fee will apply unless 24 hours notice is received by the City Clerk's Office.

SECTION 6. The contact and telephone number for the Licensee is:

Name of Contact (Please Print)

Phone Number

Requested By (Please Print)

Authorized By (Please Print)

Signature

Date

Signature

Date



Brooksville Vision Foundation

August 3, 2012

Honorable Mayor and City Councilmember's,

On behalf of the Brooksville Vision Foundation Inc., we would respectfully request that the Brooksville City Council consider our request for the authorization to sell alcoholic beverages in a designated, age restricted zone for the "Uptown" Block Party Labor Day weekend event which is scheduled to be held on August 30, 2012 in the City Hall parking area. The Brooksville Recreation Department has been organizing this uptown event with the intention to bring families to town for a relaxing and entertaining atmosphere for a few hours one evening per month, and with the hopes of providing some benefit to the businesses in the area. There will be Live Entertainment, Food Trucks and other vendor opportunities.

All of the net proceeds benefit the Brooksville Vision Foundation, Inc a nonprofit organization which was founded to help facilitate revitalization projects in the City of Brooksville.

Sincerely,

Handwritten signature of Michael Heard.

Michael Heard
President
Brooksville Vision Foundation, Inc



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 
FROM: STEVE BAUMGARTNER, FINANCE DIRECTOR 
SUBJECT: PUBLIC RISK MANAGEMENT OF FLORIDA (PRM) RENEWAL
FOR 2012-13 YEAR — FINAL NUMBERS

DATE: AUGUST 9, 2012

GENERAL SUMMARY/BACKGROUND: The City is currently insured through Public Risk Management of Florida (PRM) for property, package policies, liability and workers' compensation coverage. Our current insurance coverage year is for one year which, is from October 1, 2011 through October 1, 2012.

On July 16, 2012, City Council approved the insurance renewal for October 1, 2012 through October 1, 2013 and to not give notice of withdrawal from the Public Risk Management Pool for the 2012-13 Policy Year. A 60 day notice is required from 10/01 if a preferred Pool member wishes to consider withdrawal.

Also, at the July 16, 2012 meeting we reported to City Council that at the PRM Board meeting on June 15, 2012, we were informed that our 2012-13 premium costs would not exceed a 10% increase to 2011/12 rates. Our premium in 2011-12 was \$445,801. Finance used the 10% increase in the estimates for our 2012-13 Budget projections.

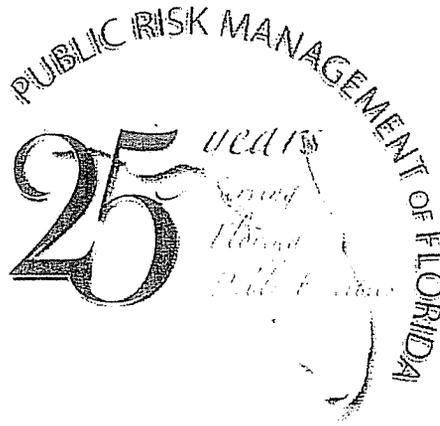
However, staff received the final renewal document last week and the premium is \$485,922 which is a 9% increase (instead of 10%). The proposal is attached.

 **BUDGET IMPACT:** The renewal will impact the budget for FY 2012-13 and therefore be reflected within the FY 2012-13 budget documents.

LEGAL REVIEW: Council has the legal authority to participate in/renew coverage through the PRM pool. Pursuant to Section 1.03 and 5.01 of the City's charter, the City has the authority to enter into contracts and to negotiate the terms of its contractual obligations.

STAFF RECOMMENDATION: Staff recommends City Council approve the final insurance renewals for October 1, 2012 through October 1, 2013, for the 2012-13 Policy Year.

ATTACHMENTS: PRM of Florida Insurance Renewal



PUBLIC RISK MANAGEMENT OF FLORIDA

CITY OF BROOKSVILLE

EFFECTIVE: 10/01/12
EXPIRATION: 10/01/13

Date Presented:

Prepared by:

World Risk Management, LLC
141 Terra Mango Loop, Suite A
Orlando FL 32835
(407) 445-2414 Phone
(407) 445-2868 Fax
(888) 501-0014 Toll Free
www.wrmlc.com

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PRIVILEGED
PROPRIETARY DOCUMENTATION-NOT PUBLIC RECORD.

Refer to specific policies for complete terms & conditions

WORLD

RISK MANAGEMENT, LLC

Who We Are

The WRM ownership/management brings over 50 combined years of insurance industry intellectual capital to our clients dedicated to Public Entity Risk Management and insurance solutions.

Knowing that broad insurance resources and strong market relationships are essential, along with industry expertise and experience, WRM tactically sought out well-respected industry talent, with solid reputations and stellar track records to join our leadership ranks.

WRM employs a highly professional staff that has a proven record of identifying and satisfying client's needs. WRM's team commitment is reflected in a combined risk management knowledge and experience.

What We Do

We bring fresh and innovative ideas into the insurance industry. WRM uses our ability of being a "Boutique Broker" to take advantage of the ever changing insurance market opportunities. WRM has the expertise that most small private agents and brokers do not have, and the large publicly traded brokers cannot take advantage of due to their size and corporate structure.

WRM offers clients a thorough and meticulous insurance need analysis, plus delivers competitive cutting edge products and services from nationally recognized insurance carriers based on realistic and reasonable fee and/or commissions. WRM's dedicated Management/Service Team is recognized throughout the industry for their commitment to providing clients with prompt responses and solutions.

Our Reputation

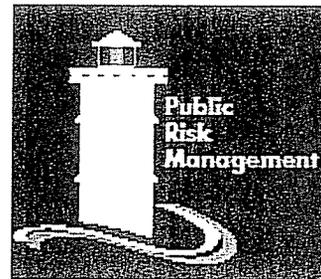
WRM's management team has an industry wide reputation for professionalism, quality service, knowledge, and client involvement on a daily basis at all levels, plus a genuine commitment to protect and shield employees and property of public entity groups and other businesses. WRM believes in its ability to lead in the field of risk management and loss management and provide innovative solutions.

Our Corporate Partners

World Risk Management along with its partner companies' mission is to maintain success through commitment, honest and timely communication, vision innovation and customer satisfaction.

- Ballator Insurance Group:
- World Risk Management, LLC
- First Florida Insurance Brokers
- Non Profit Insurance Service

Refer to specific policies for complete terms & conditions



A History of Experience & Innovation

HISTORY

As a result of the tight insurance market for the public entities in the mid 1980's, a group of cities and counties in southwest Florida made an extensive study into the feasibility of establishing a Public Entity Pool for property, casualty and workers' compensation competitive coverage.

Major objectives of the group were as follows

- Lower Costs
- Enhanced Coverage
- Outstanding Claim and Loss Control Services
- Stability
- Self Governed by Members
- Professional and Timely Service

As a result of the study, Public Risk Management of Florida (Formerly SFIRMA) was established on October 1, 1987, with eight members. Since that time, Public Risk Management of Florida (PRM) has grown to over 50 members and has expanded its territory to include the entire State of Florida. PRM still maintains those same objectives, meeting each of them with every new policy term. We believe that PRM's continued success and prosperity is largely attributable to the services benefits received by its members.

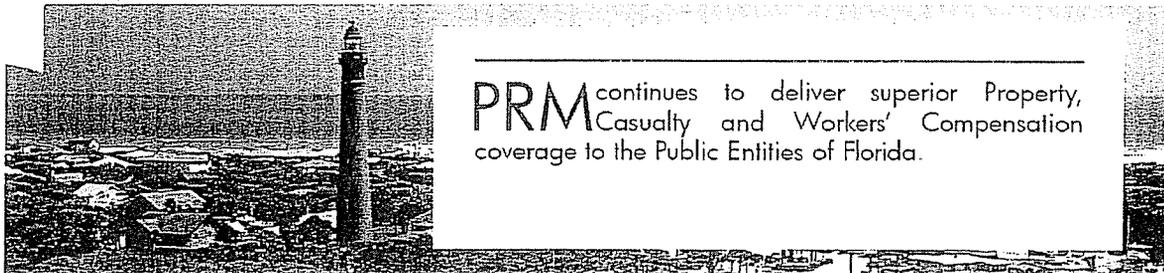


Ross Furry
Executive Director
Public Risk Management
3434 Hancock Bridge Pkwy, Suite 203
Fort Myers, FL 33903
Toll-Free 1-800-367-1705
(239) 656-4666
RFurry@prm-fl.com

WWW.PR-FL.COM

Refer to specific policies for complete terms & conditions

BENEFITS



PRM continues to deliver superior Property, Casualty and Workers' Compensation coverage to the Public Entities of Florida.

INSURANCE COVERAGES

The PRM coverages are designed to meet the needs of the Public Entity. The basic program has been in place for over twenty (20) years. The coverage's are vastly superior to those that are available in the market place.

COST EFFECTIVE

The PRM program is cost effective for the following reasons:

- a. The assumption of risks at the low or known level, thus the need to purchase less insurance.
- b. Risk Selection - PRM selects members that have an appetite for risk management and loss control, as well as a favorable loss record which helps control their insurance costs.
- c. Emphasis on safety, loss prevention and claims handling by PRM and its members.

STABILITY

Due to sound management by the Board of Directors, Executive Board, and the Executive Director, PRM is very financially stable.

CLAIMS HANDLING

Gallagher Bassett Service, Inc. handles the claims administration. Gallagher Bassett is experienced in handling claims for Florida public entities and Florida Workers' Compensation. They have eight (8) offices staffed with over 250 employees in the state and process claims for over 150 public entities. The client has input and approval in the claims settlement process and in the selection of defense counsel.

GALLAGHER BASSETT INVESTIGATIVE SERVICES

Gallagher Bassett Investigative Services offers a range of investigative tools that, employed separately or in combination, create a formidable first line of defense in such high-risk areas as: insurance fraud; embezzlement, theft and other tangible asset losses; personal and asset protection; due diligence; and pre-employment screening.

MANAGED CARE

PRM contracts with a managed care provider, GENEX, to develop an acceptable Managed Care Program. GENEX provides a network of physicians, hospitals, clinics and ancillary providers. GENEX also provides valuable services such as utilization and peer review, employee education, provider bill audit, as well as encouraging early return to work programs.

DRUG FREE AND SAFETY PROGRAM CREDITS

PRM members can receive a Drug Free Workplace credit with an approved Drug-Free Workplace program. This credit is 5% and is applied to the member's workers' compensation premium. Members can also receive an approved Safety Credit of 3% that is also applied to the member's workers' compensation premium.

Refer to specific policies for complete terms & conditions

LOSS PREVENTION SERVICES

PRM provides on-site loss prevention services to assist members in setting up safety and loss prevention programs, as well as employment practices. Our consultants are very experienced in working with public entities.

RISK MANAGEMENT SERVICES

By joining PRM, the members gain the Risk Management Services provided by the Pool. The Executive Director and his staff have over 50 years experience in the Risk Management field. They are able to assist members in all Risk Management activities, including monitoring and reviewing of all contracts, leases, use agreements and certificates of insurance. A Risk Management manual is provided for each member to better participate in the program.

EDUCATIONAL SEMINARS

Educational seminars are provided on a timely basis, focusing on the needs of the public entity sector.

RISK MANAGEMENT INFORMATION REPORTS

Loss reports are designed to keep members abreast of claim activity on a monthly basis in a timely and accurate manner. The loss reports are broken down by type of claim and department to help monitor the member's Risk Management program.

SELF GOVERNING BY BOARD

PRM is self-governed by its members. Each member has a representative on the Board of Directors and it is the Board that sets the policy for PRM and it is upheld and administered by the Executive Board.

EMPLOYMENT PRACTICES LIABILITY HOT LINE

Pre-Defense Review Service is provided by a recognized law firm for advice and guidelines to prevent possible claims and litigation in labor and employment law issues for Civil Rights Violation(s), Discrimination and Whistle Blower Claims.

LAW ENFORCEMENT HOT LINE

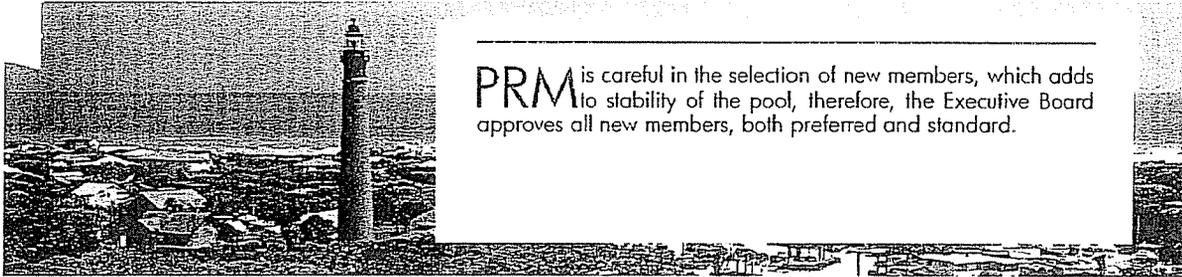
PRM offers a Pre-Defense Review Service on a 24-hour basis for law enforcement related critical incident matters. The primary object is to provide police supervisors with immediate loss prevention including the need for on-scene legal advice on any critical incidents. Expert legal counsel on law enforcement matters provides this service.

APPRAISALS

All PRM members are required to have a building/contents appraisal completed upon joining PRM and then every five (5) years. This is done through PRM's designated appraisal service, CBIZ Valuation Group, LLC. The CBIZ appraisal includes a site plan and a color photo of each location. Appraisals are an important tool to assure that the proper limits and coverages are provided on each location. CBIZ will provide the estimated cost of the appraisal, prior to the financial year in which the appraisal will be conducted, to allow the member to budget appropriately.

Refer to specific policies for complete terms & conditions

ORGANIZATION



PRM is careful in the selection of new members, which adds to stability of the pool, therefore, the Executive Board approves all new members, both preferred and standard.

PRM offers two tiers of Membership, *Preferred Member* and *Standard Member*. Both tiers of membership have benefits and responsibilities, they are as follows:

PREFERRED MEMBERSHIP	STANDARD MEMBERSHIP
<i>Qualifications</i>	<i>Qualifications</i>
<ul style="list-style-type: none"> All Lines of Coverage purchased 	<ul style="list-style-type: none"> Purchase of some or one line of coverage (unbundling) All lines purchased but total contribution does not meet Preferred Member Minimum
<i>Benefits</i>	<i>Benefits</i>
<ul style="list-style-type: none"> Deductible options available Participation credits made available to Preferred Members only Receive all loss control & risk management services offered by PRM No registration fee for Board and Alternate Member at PRM's annual education conference Representation on the PRM Board of Directors (voting rights) Able to be elected to the Executive Board 	<ul style="list-style-type: none"> Deductible options available Ability to unbundle coverage Receive loss control & risk management services offered by PRM
<i>Responsibilities</i>	<i>Responsibilities</i>
<ul style="list-style-type: none"> 60 day notice of intent not to renew Purchase all lines package product 	<ul style="list-style-type: none"> 45 day notice of intent not to renew Purchase of standard insurance policies
Public Risk Management is a Non-Assessable Pool, or Association.	

Refer to specific policies for complete terms & conditions

PRM MEMBERSHIP

PRM Preferred and Standard Memberships are organized under an Interlocal Agreement. The Executive Board approves all new members, both Preferred and Standard.

Preferred Membership:

PRM is self governed and each Preferred Member has representation on the Board of Directors. Each entity also designates an alternate who acts in the stead of the designated member when he/she is not available. All decisions are made by the Executive Board and/or Board of Directors.

The Executive Board approves all new members, both preferred and standard. PRM is careful in the selection of new members, which adds to stability of the pool.

Standard Membership:

Standard Members have the ability to select specific lines of coverage. Standard Members have no entitlement to any vote on the Board of Directors.

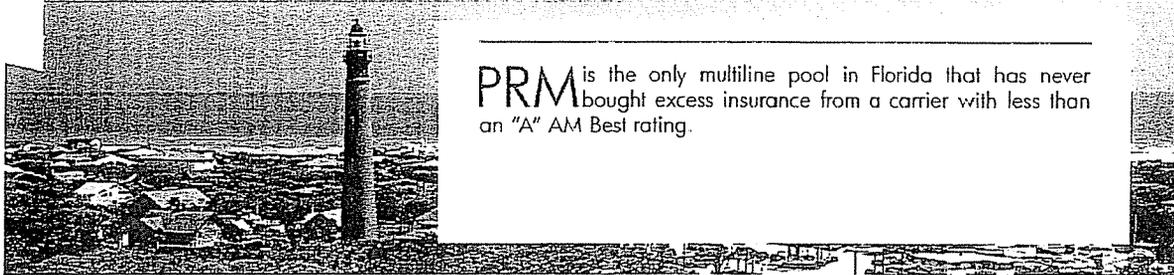
PRM has a full time Executive Director and eight employees to provide its members dedicated service. The PRM administrative office provides complete risk management and loss prevention services to Preferred Members & Standard Members including the establishment of Safety Committees, Drug Free Workplace Programs, and Employment Practices. PRM provides various seminars throughout the year.

PRM is a Self-Insured Association with each of its members becoming a qualified self insurer with the State of Florida for workers compensation coverage. PRM's staff assists each member with all the necessary filings to be done with the State.

Claims services for both Preferred and Standard Members are provided by Gallagher Bassett Services, Inc. Likewise, GENEX Services provides managed care services for Workers' Compensation claims.

Refer to specific policies for complete terms & conditions

REINSURANCE, FINANCIAL SECURITY



PRM is the only multiline pool in Florida that has never bought excess insurance from a carrier with less than an "A" AM Best rating.

FINANCIAL SECURITY

PRM has consistently provided our members with the financial security of one of the country's most fiscally conservative pools. PRM has a 1:1 premium to surplus ratio. In addition, PRM retains less risk than any of our competitors. PRM has never bought excess insurance from a carrier with less than an "A" AM Best rating.

ACTUARIAL SERVICES AND AUDITED CPA FINANCIAL STATEMENT

Each year PRM has an Actuarial study conducted on its loss and loss expense reserves. This report is incorporated into an annual Audited CPA Financial Statements. PRM fully complies with GASB10 accounting requirements. PRM does not discount loss reserves or take credit in advance of receiving monies for Second Injury Fund recoveries.

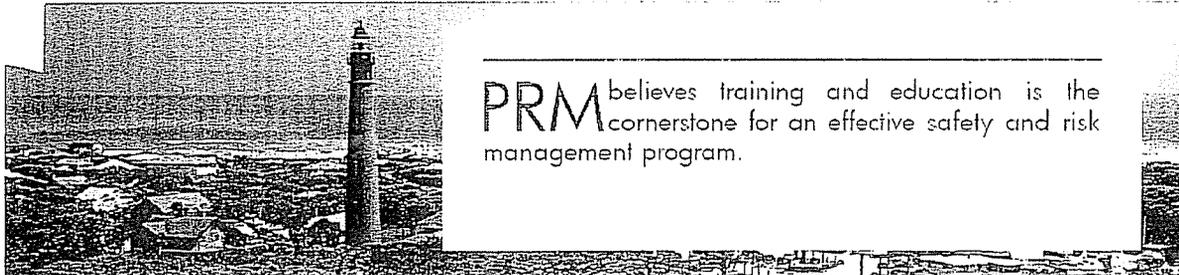
INTEREST EARNINGS AND CASH FLOW

Member contributions earn interest for the benefit of the members. The interest earnings can be used to off-set PRM expenses, used to pay claims, or be returned to the members as participation credits.

Public Risk Management is a Non-Assessable Pool, or Association.

Refer to specific policies for complete terms & conditions

LOSS PREVENTION SERVICES



PRM believes training and education is the cornerstone for an effective safety and risk management program.

RISK ANALYSIS

On site risk analysis services are provided for PRM members in an attempt to identify potential loss producing hazards and to assist with regulatory compliance. A Risk Analysis includes a review of the following areas:

- Record Keeping Analysis
- Written Program Requirements
- Physical Hazards Identification
- Training Needs

SAFETY PROGRAM DEVELOPMENTS

A variety of written safety & loss prevention programs are available to meet the needs of our members. Whether they require a basic program to comply with a specific regulation, or a city/county wide safety program, PRM Loss Prevention Services can help.

- Individual Regulatory Programs
- Comprehensive Programs
- State Approved Discount Programs

SAFETY TRAINING

PRM believes training and education is one of the most effective methods in reducing workplace accidents and losses. Our Loss Prevention Services include training support at both the supervisory & employee levels.

- Online Training
- Formal Classroom Training Sessions
- Training Literature & Materials
- Supervisor "Safety Talks"
- Safety Video Library

REGULATORY ASSISTANCE

Numerous safety related technical resources are available to assist members in complying with a multitude of Federal & State safety regulations.

- Compliance Assistance & Guidelines
- Regulatory Interpretations
- Sample Policies

TECHNICAL ASSISTANCE

PRM offers a wide variety of specialty services as a part of our Loss Prevention Program. We discuss individual concerns and provide results-oriented solutions that meet your needs.

- Job Hazard Analysis
- Safety Committee Set-Up & Participation
- Comprehensive Inspections

LOSS TRENDING

PRM provides frequent loss trending reports to each member. These reports provide valuable information that identifies potential problem areas within each line of coverage. We believe this information allows our members to intervene before experiencing a serious loss situation.

- Injury Frequency Trending
- Comparative Analysis with other Members
- Major Sources of Losses
- Departmental Comparison
- Customized Reports

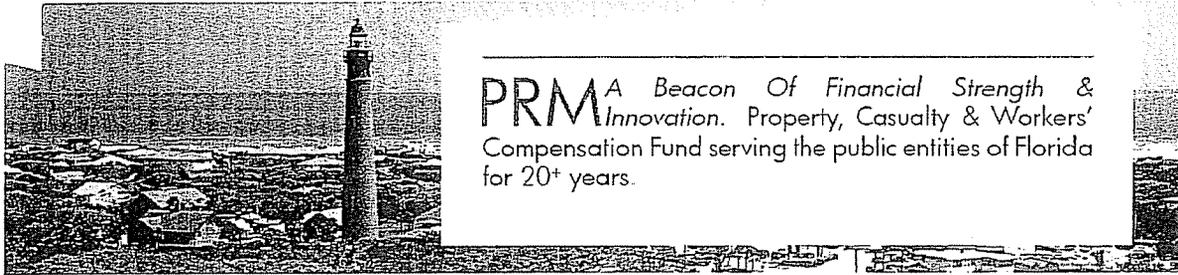
EMPLOYMENT PRACTICES

PRM provides Employment Practices Liability loss prevention services to its members by providing an in-depth review and audit of all employment related practices and policies with additional legal support from the offices of Allen, Norton & Blue, who specialize in labor law.

- Employment Practices Audit/Analysis upon request
- Assistance in preparing Employee Handbook or Personnel Rules and Regulations and Job Descriptions
- Assistance in Salary Surveys
- Assistance in Benefit Surveys
- Human Resources Video Library
- Employment Practices Online Training

Refer to specific policies for complete terms & conditions

== COVERAGES AVAILABLE IN THE PRM PROGRAM



PRM *A Beacon Of Financial Strength & Innovation.* Property, Casualty & Workers' Compensation Fund serving the public entities of Florida for 20+ years.

COVERAGES:

- Property
- Crime
- General Liability, including Law Enforcement Liability
- Errors & Omissions
- Auto Liability
- Workers' Compensation

Ancillary Coverage through Broker:

- Airport or Aircraft Liability
- Boiler and Machinery
- Bonds
- Builders Risk
- Excess Liability Limits
- Executive Travel Accident
- Facilities Use and Special Events Insurance
- Fiduciary Liability
- Florida Statutory AD&D
- Inmate/Community Service Workers Accident Insurance
- National Flood Insurance Program
- Pollution Liability
- Sports Accident
- Storage Tanks

ELIGIBLE ENTITIES:

- Airports
- Cities
- Counties
- Fire Districts
- Towns
- Other Special Taxing Districts
- Port Authorities
- Utility Authorities
- Water Districts

Refer to specific policies for complete terms & conditions

PROPOSAL
CITY OF BROOKSVILLE
Public Risk Management of Florida
Property

Limits and Retentions: Per Occurrence
Deductible: \$1,000

Line of Coverage	Member Insured Values	Association Limits
Property	\$38,435,978	\$500,000,000 AOP \$75,000,000 Wind

Association Limits

Total All Risk Limit (AOP)	\$500,000,000 Per Occurrence: All Perils, Coverage's and Insured's/Members combined subject to following sub-limits:
Flood Limit (excluding zones A&V)	\$50,000,000 per occurrence
Flood Sublimit (zones A&V)	\$50,000,000 per occurrence Dedicated Flood Sublimit – in excess of Max NFIP. Does not increase the specific flood limit of liability
Earthquake Limit	\$25,000,000 replacement cost per occurrence Dedicated Limit for Earthquake Shock – Per Occurrence & Annual Aggregate
Wind/Hail Limit	\$75,000,000 per occurrence

Deductibles

All Risk Basic Deductible:

Member Deductible:	\$1,000
Named Windstorm	5% per affected building values for Named Windstorm Retention shall apply.

Refer to specific policies for complete terms & conditions

CITY OF BROOKSVILLE
Public Risk Management of Florida
Property

Association Limits:

Business Interruption Limit (Included in Policy limits)	Up to \$100,000,000 Scheduled \$2,500,000 Unscheduled
Extra Expense Limit	\$50,000,000
Extended Period of Indemnity Limit	120 days
Automatic Acquisition Limit	\$20,000,000
Unscheduled Landscaping Limit	\$1,000,000
Scheduled Landscaping Limit	\$5,000,000
Errors & Omissions Limit	\$40,000,000
Course of Construction Limit	\$50,000,000
Unscheduled Fine Arts Limit	\$2,500,000
Accidental Contamination Limit	\$250,000/\$500,000
Tunnels & Bridges Limit	\$500,000
ICC Limit	\$25,000,000
Transit Limit	\$25,000,000
Animals Limit	\$1,000,000
Co insurance clause	None
Auto Physical Damage	Actual Cash Value

Refer to specific policies for complete terms & conditions

Employees Tools \$50,000 per member

Watercraft Limit \$2,500,000

Off Premises Service
Interruption Limit \$25,000,000

EQ Limit (Vehicles, CE &
Fine Art) \$5,000,000

Flood Limit (Vehicles, CE
& Fine Art) \$5,000,000

Contingent Business
Interruption Limit \$2,500,000

Jewelry, Furs, & Precious
Metals Limit \$500,000

Claims Preparation Limit \$500,000

All Risk Expediting
Expense Limit \$50,000,000

Personal Property Limit
(Outside US) \$500,000

Exclusions included but
not limited to:

Mold, Terrorism, Rust, Wet or Dry Rot, Land and Land
Values

Refer to specific policies for complete terms & conditions

CITY OF BROOKSVILLE
Public Risk Management of Florida
Crime

Coverage Provided, Limit and Deductible:

Single Loss Coverage Forms	Limit	Single Loss Deductible
Employee Theft-Per Loss Coverage	\$500,000	\$1,000
Employee Theft-Per Employee Coverage	Not Covered	
Forgery or Alteration	\$500,000	\$1,000
Inside Premises-Theft of Money & Securities	\$500,000	\$1,000
Inside Premises-Robbery, Safe Burglary-Other Prop	\$500,000	\$1,000
Outside the Premises	\$500,000	\$1,000
Computer Fraud	\$500,000	\$1,000
Funds Transfer Fraud	\$500,000	\$1,000
Money Orders and Counterfeit Paper Currency	\$500,000	\$1,000

Refer to specific policies for complete terms & conditions

CITY OF BROOKSVILLE
Public Risk Management of Florida
General Liability

Limit of Liability: \$2,000,000 per Occurrence

Coverage provided to follow PRM Memorandum of Coverage.
Coverage is including, but not limited to, the following:

- Employee Benefit Liability
- Law Enforcement Liability
- Miscellaneous Professional

Terms to Include:

- Bodily Injury/Property Damage
- Mental Injury
- Mental Anguish
- Shock
- False Arrest
- False Imprisonment
- Detention
- Malicious Prosecution
- Invasion of Rights of Privacy
- Assault & Battery
- Blanket Contractual-Hold Harmless Agreement included for Governmental & Non-Governmental entities
- Includes Property in the Care, Custody, & Control of the entity
- Host & Liquor Liability
- EMT/Paramedical covered
- Law Enforcement Activities

Exclusion included but not limited to:

Aircraft Liability
Medical Payments (Not Legal Liability)
War, Nuclear Hazards
Product Recall, Tampering or Guarantee

Refer to specific policies for complete terms & conditions

CITY OF BROOKSVILLE
Public Risk Management of Florida
Auto Liability

Limit of Liability: \$2,000,000 CSL Per Member*

Deductible: NONE

Coverage provided to follow PRM Memorandum of Coverage.
Coverage is including, but not limited to, the following:

- Personal Injury Protection (Statutory Minimum)
- Hired / Non-Owned Auto Coverage (included)
- Hired / Non-Owned Physical Damage (included)

Public Officials Liability
CLAIMS MADE

Public Officials Liability: \$2,000,000 per Claim
 \$6,000,000 Aggregate Per Member*

Employment Practices Liability: \$2,000,000 per Claim
 \$6,000,000 Aggregate Per Member*

*Both POL and EPLI is subject to a per member combined aggregate of \$6,000,000

Retro Date: 10/1/1988

Deductible: NONE

Coverage provided to follow PRM Memorandum of Coverage.
Coverage is including, but not limited to, the following:

- Wrongful Acts of Public Officials
- Negligence
- Errors and Omissions
- Sexual Harassment
- Breaches of Duty
- Misfeasance, Malfeasance, and Nonfeasance
- Elected Officials, Appointed Officers

Exclusions under Auto Liability included but not limited to: Medical Payments, Uninsured Motorist coverage.

Refer to specific policies for complete terms & conditions

CITY OF BROOKSVILLE
Public Risk Management of Florida
Worker's Compensation & Employer's Liability

Coverages Being Offered:

Worker's Compensation & Employer's Liability

Limit:

Statutory for Worker's Compensation
\$3,000,000 Employer's Liability Insurance

Terms and Conditions:

- Employer Delineation of Insured Members
- Maritime Coverage Endorsement
- Broad Form All States
- Voluntary Compensation Endorsement

SUBJECT TO ANNUAL POLICY AUDIT: 10/1/12 – 10/1/13
PAYROLL

Refer to specific policies for complete terms & conditions

CITY OF BROOKSVILLE
 Public Risk Management of Florida
 Boiler & Machinery Quote

Limit Per Accident:	\$50,000,000
Association Sub Limits:	
Expediting Expenses	Policy Limit
Ammonia Contamination	Policy Limit
Water Damage	Policy Limit
Hazardous Substance	\$2,000,000
Demolition/Increased Cost	\$1,000,000
Media	\$500,000
Brands & Labels	Policy Limit
Errors in Description	Policy Limit
Newly Acquired Location	Policy Limit
Contingent Business Interruption/Extra Expense	\$250,000
Unnamed locations	\$1,000,000
Deductible	\$10,000 Transformer KVA and over/\$1,000 All other objects

Coverage Extensions Including But Not Limited To:

Broad Comprehensive Coverage (Including certain electronic control equipment)

Repair or Replacement Value

Business Interruption/Extra Expense at Policy Limit

Refrigeration Interruption (Spoilage) at Policy Limit

Service Interruption at Policy Limit-Excludes Property Perils-4 hour waiting period.

Joint Loss Agreement at Policy Limit

Expanded Electronic Computer Control at Policy Limit

Locations Insured: As submitted and on file with Travelers

Major Perils Excluded Include but not limited to: Freeze, flood, earthquake, lightning, & EC Perils. Furnace explosion excluded.

Refer to specific policies for complete terms & conditions

CITY OF BROOKSVILLE
 Public Risk Management of Florida
 Excess Liability - OPTIONAL

*Please contact WRM for quote

Line of Coverage Excess of	Limit	Excess of Limits	Coverage Trigger
General Liability including Law Enforcement Legal	\$3,000,000	\$2,000,000	Per Occurrence
Employee Benefit Liability	\$3,000,000	\$2,000,000	Per Claim
Automobile Liability	\$3,000,000	\$2,000,000	Per Accident
Miscellaneous Professional	\$3,000,000	\$2,000,000	Per Claim
Employment Practices Liability	\$3,000,000	\$2,000,000	Per Claim

- Abuse or Molestation Exclusion
- Airport Liability Exclusion
- Dams, Levees, Dikes, or Reservoirs Exclusion
- Employers Liability Exclusion
- Failure to Supply Exclusion-Utilities
- Police or Law Enforcement Activities Exclusion
- Property Damage Exclusion-Real &/or Personal Property
- Wharfingers' Liability Exclusion
- Asbestos Exclusion
- Pollution Liability Exclusion – Hostile Fire Coverage
- Fungi or Bacteria Exclusion
- War Exclusion
- Workers Compensation Exclusion
- Sexual Harassment Exclusion
- Automobile First Party Coverage Exclusion
- Nursing Home Exclusion
- Silica or Dust Exclusion
- Terrorist Activity Exclusion

***\$3,000,000 combined XS Liability Aggregate applies per member**

Refer to specific policies for complete terms & conditions

CITY OF BROOKSVILLE
Public Risk Management of Florida
Rating Exposures

	2011-20112	2012-2013	Increase/Decrease
RENEWAL EXPOSURES			
PROPERTY VALUES			
TOTAL BUILDING VALUES	\$26,866,300	\$27,932,800	
TOTAL CONTENT VALUES	\$2,635,500	\$2,769,100	
DECLARED/PROP IN OPEN	\$2,054,600	\$2,137,000	
EDP Equipment (Hardware)	\$152,200	\$162,400	
BUSINESS INTERRUPTION/ EXTRA EXPENSE	\$1,500,000	\$1,500,000	
EQUIPMENT VALUES	\$1,096,153	\$1,120,437	
AUTOMOBILE VALUES	\$2,855,675	\$2,802,240	
RENTAL VALUES	\$12,000	\$12,000	
MISCELLANEOUS PROPERTY/ACCT REC			
TOTAL INSURABLE VALUES	\$37,172,428	\$38,435,978	+3.4%

AUTOMOBILES			Increase/Decrease
TOTAL AUTOS	99	97	-2.0%

Refer to specific policies for complete terms & conditions

CITY OF BROOKSVILLE

Public Risk Management of Florida Workers Compensation Exposures

Description	Class Code	2011 Estimated Payroll	2012 Estimated Payroll	Inc/Decrease
Street or Road Paving	5509	\$202,668	\$201,247	
Bus Co: All other employees	7382			
Waterworks OP & Drivers	7520			
Sewage Disp Plant Op & Drivers	7580	\$689,206	\$690,609	
Garbage Works	7590			
Firefighters & D	7704			
Ambulance Drivers	7705	\$784,259	\$784,535	
Police Officer & Driver	7720			
Auto/Service Repair	8380	\$1,333,862	\$1,286,602	
Architects or Engineers	8601	\$64,273	\$64,273	
Sales/ Collection - Outside	8742			
Clerical	8810			
Attorney- All Employees & Clerical	8820	\$1,050,843	\$1,010,812	
Building Maintenance by Owner	9015	\$108,474	\$108,474	
Golf Course	9060	\$82,140	\$0	
Parks NOC All & Driver	9102	\$150,633	\$163,176	
Cemetery Op & Driver	9220	\$54,924	\$54,924	
Street Cleaning & Driver	9402			
Garbage/Ash/Refuse Collect & Driver	9403	\$237,988	\$217,458	
Municipal/Town/County State NOC	9410	\$91,957	\$91,957	
Irrigation Workers				
	Total Payroll	\$4,851,227	\$4,674,067	-3.6%
Experience Mod				
		1.09	1.08	

Refer to specific policies for complete terms & conditions

CITY OF BROOKSVILLE
Public Risk Management of Florida

	2011-2012	2012-2013
PREFERRED MEMBERSHIP PRICING		
PRM PREMIUM – PROPERTY AND CRIME COVERAGE	\$204,277	\$239,190
PRM PREMIUM – BOILER & MACHINERY	\$3,097	\$2,644
PRM PREMIUM – AL/GL/E&O	\$144,708	\$128,260
PRM PREMIUM – WORK COMP	\$153,456	\$180,941
TOTAL	\$505,538	\$551,036
PREFERRED MEMBER PARTICIPATION CREDIT:	\$-59,737	-\$65,114
GRAND TOTAL	\$445,801	\$485,922

Year	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	Increase/ Decrease
Premium	\$652,433	\$446,023	\$446,023	\$445,801	\$485,922	-25.5%

Refer to specific policies for complete terms & conditions

City of Brooksville
Binding Authority

We accept this proposal as of this date _____

OPTIONAL COVERAGES (Please Make Selection)

Accept	Decline	
<input type="checkbox"/>	<input type="checkbox"/>	Inverse Condemnation-\$100,000 Per Occurrence/Aggregate is available for an additional premium of \$11,250
<input type="checkbox"/>	<input type="checkbox"/>	Non-Monetary Damages - \$10,000 Per Occurrence/Aggregate is available for an additional premium \$1,800

Signature

Date

Printed Name

Title

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PRIVILEGED
PROPRIETARY DOCUMENTATION-NOT PUBLIC RECORD.

Refer to specific policies for complete terms & conditions



AGENDA ITEM MEMORANDUM

To: Honorable Mayor and City Council Members

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

From: Janice L. Peters, CMC, City Clerk *[Signature]*

Subject: Resolution No. 2012-09 FDOT Closure for Veteran's Appreciation Parade

Date: August 20, 2012

GENERAL INFORMATION: The 2011 Veteran's Appreciation Parade is scheduled for Saturday, November 10, 2012. Line-up begins at 8:30 a.m. at City Hall with the parade from 10:00 – 11:00 a.m.

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

Staff will need to submit a permit to the State of Florida FDOT, along with the proposed Resolution, upon approval by Council, for closure of Jefferson and Broad Streets. Release of the permit will be pending submittal of the Certificate of Insurance which will be supplied by the Covells after October 10, 2012. Their insurance company will not release a certificate more than 30-days prior to an event.

[Signature] **BUDGET IMPACT:** There is no budget impact associated with approval of this Resolution.

[Signature] **LEGAL NOTE:** The City is authorized to issue a Street Closure Permit pursuant to Section 74-165(a), which requires a permit to be obtained for parades or other public assembly events.

STAFF RECOMMENDATION: Staff recommends Council approval of Resolution No. 2012-09.

ATTACHMENT: Resolution No. 2012-09
State of Florida Road Closure Permit

RESOLUTION NO 2012-09

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN ORANGE STREET AND MAGNOLIA AVENUE IN DOWNTOWN BROOKSVILLE ON SATURDAY, NOVEMBER 10, 2012; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

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

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

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

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

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

Main Street, from Ft. Dade Avenue to Liberty Street,
crossing
Jefferson Street (S.R. 50) and Broad Street (U.S. 41)
Liberty Street, from Main to Magnolia Avenue
Magnolia, from Liberty to Fort Dade crossing
Jefferson Street (S.R. 50) and Broad Street (U.S. 41)
Fort Dade, from Magnolia to Main
South Brooksville Avenue, from Ft. Dade to Liberty

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

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

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

ADOPTED this 19th day of September, 2011.

CITY OF BROOKSVILLE

ATTEST: _____
Janice L. Peters, City Clerk

By: _____
Joseph E. Johnston, III, Mayor

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

VOTE OF CITY COUNCIL

Bernardini _____
Bradburn _____
Burnett _____
Hohn _____
Johnston _____

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



AGENDA ITEM NO. F-2
8/20/12

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 

FROM: MIKE WALKER, PARKS, RECREATION & FACILITIES DIRECTOR 

SUBJECT: ENERGY SYSTEMS GROUP – CHANGE ORDER 6

DATE: AUGUST 10, 2012

GENERAL SUMMARY/BACKGROUND: On April 14, 2011 the City of Brooksville entered into a Guaranteed Energy Savings Performance Contract with Energy Systems Group. The following is the scope of projects performed under this contract.

- Replace City Hall HVAC Equipment with Very High Efficiency Variable Refrigerant Volume System
- Replace City Hall Roof
- Replace Public Works HVAC Equipment with a Very High Efficient System
- Install New Efficient Lighting in Public Works Warehouse
- Install New Induction Lighting on Walking Trails
- Water Meter Replacement and Retrofits
- Asbestos Testing and Abatement
- Network Cabling Replacement

The total guaranteed maximum price for the contract is \$3,333,022. The above scope of work has been completed at a cost of \$3,199,967 leaving approximately \$133,055 unallocated.

During the audit phase of the project additional Energy Conservation Measures were identified as having energy savings potential, but were not selected due to a prioritization based on project cost, energy payback and equipment age.

A project to replace the Police Station HVAC system was considered during the audit phase of the project due to its energy savings potential. Since the initial audit, maintenance costs of the current air conditioning system, at the end of its expected life, are increasing significantly. The existing system has experienced failure due to excessive refrigerant leaks. In addition, the existing HVAC system utilizes R-22 refrigerant which is becoming more expensive as it is being phased out.

The existing air conditioning system at the Police Station consists of six residential style split systems. Five of the original units have a SEER rating of 10 and the sixth unit had a SEER rating of 11 when new. The equipment is at the end of its expected life.

The condensing units are in the rear of the Police Station and have limited and difficult access. The air handling units are in the attic space. To meet current code requirements, an insulated room around the units will have to be constructed. The supply and return ductwork is constructed of fiber board. A metal outside air duct feeds each air handler return ducts. Based on a preliminary inspection of the ductwork, it appears in good condition.

After original construction of the building, some rooms have been rearranged and function changed. Because of these changes some areas are overcooled while others are undercooled. Some minor duct modifications, by adding and removing diffusers and returns, are necessary to balance for proper air flow.

Preliminary Project Budget

Design and Construction	
Design Services	\$10,000
Equipment Costs	\$35,000
HVAC Labor	\$30,000
Electrical	\$10,000
<u>Owners Contingency</u>	<u>\$10,000</u>
Subtotal	\$95,000
<u>Project Management</u>	<u>\$15,000</u>
Subtotal	\$110,000
<u>Company Overhead @ 15%</u>	<u>\$16,500</u>
Subtotal	\$138,000
<u>Company Profit @ 5%</u>	<u>\$6,325</u>
Budget Price	\$132,825

The preliminary project budget stated above is cost plus maximum that is based on the City of Brooksville purchasing the equipment directly to avoid sales tax. Pricing is based on a cost plus with fixed fee structure. If the Project Design and Construction Cost are below the budget, the City will keep the remaining amount. When the final design is complete, a revised cost plus guaranteed maximum pricing will be provided for new air conditioning system at the Police Station.

Proposed Project Summary- Replace existing Brooksville Police Station air conditioning with new very high efficient system and 100% dedicated outdoor air unit to meet current ventilation requirement. An insulated room will be constructed in the attic housing the air handling units to meet current codes. Minor ductwork modifications will be made to balance the air supply to the spaces in the building for better temperature control within the preliminary budget.

Scope of Work- Design the replacement air conditioning system for the Police Station with new high efficient air-conditioning units and a 100% dedicated outdoor air unit to properly condition the building and ensure current ASHRAE ventilation standards are met. The new condensing unit(s) will be placed on the south side of the building on the existing pad formerly used for the emergency generator. The design shall also include necessary attic enclosure of the air handling units to meet current code.

Detailed load calculations will be performed to determine proper air flow to each space so that minor duct modifications may be accomplished and the system can be properly balanced at the conclusion of the project.

Signed and Sealed Mechanical and Electrical Construction Documents shall be developed and include all necessary Energy Calculations to obtain firm fixed pricing and permitting. Company compensation would include monies for engineering Design Services in the amount of \$10,000.

Because the project has been well-managed, a result of City staff and ESG staff and contractors, there are additional monies leftover within the Energy Conservation Capital Project Fund.

As you will recall, the monies for the project were secured through a loan proceeds payable the Guaranteed annual savings levels that will be achieved through the completion of the Conservation Measures were outlined within the final Investment Grade Energy Audit that was previously approved by City Council and is explicitly outlined within Schedules C and F within the Contract. It is great to have the opportunity to complete another very necessary project under this Energy Conservation Program that will provide long-term reduction to energy consumption for the City of Brooksville.

BUDGET IMPACT: Approval for this Change Order will allow the City to add another Energy Conservation Measure to the project within the allocated loan proceeds for energy savings capital expenditures. The total cost of this Change Orders will be \$132,825. Monies are available within the Energy Conservation Capital Project Fund and can be available for FY 2011-12 and FY 2012-13 for completing this Measure.

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 consider matters of fiscal and intergovernmental benefit. Section 11.3 of the contract with ESG provides that all modifications, additions or replacements of the Conservation Measures or revisions to operating or other procedures shall be made by written amendment to the contract.

STAFF RECOMMENDATION: Staff recommends that the City Council approve Change Order 6 as presented herein to allow for the completion of additional Energy Conservation Measure (Police Department HVAC) to be completed through the Guaranteed Energy Savings Performance Contract in the amount of \$132,825 and authorize the Mayor to execute Change Order 6 on behalf of the Council. In addition, staff recommends approval of any appropriate Budget Amendments for FY 2011-12.



AGENDA ITEM NO. F-3
8/20/12

AGENDA ITEM MEMORANDUM

TO: Honorable Mayor and City Council

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

VIA: Bill Geiger, Community Development Director *[Signature]*

FROM: Steve Gouldman, AICP, City Planner *[Signature]*

SUBJECT: Villas of Southern Hills Preliminary Subdivision Plat

DATE: August 20, 2012

BACKGROUND:

This request is to create two platted lots from one previously established lot and a parcel for a development roadway (Summit View Drive) in the Southern Hills Plantation Mixed Use Planned Development. Located adjacent to Summit View Drive and east of the Southern Hills Plantation clubhouse, the subject parcel is approximately 4.2 acres in size. Immediately north and east of the site are golf practice facilities and the clubhouse parking facility is located to the south. The subject site was previously identified as one for condominium development with a private road (Skyscape Lane) proposed to serve the entire condominium development. The proposed Tract A contains an unfinished five-unit project and the terminus of Skyscape Lane. The requested plat is to allow for Tracts A and B to be developed by different entities, with a maximum of 5 multi-family units on Tract A and 30 multi-family units on Tract B. Tract B may potentially be further subdivided in the future. Tract C will accommodate an extension of Summit View Drive. All necessary infrastructure to serve the proposed parcels has been constructed. The subject property's parent tract is located south of State Road 50, east of US Highway 41, west of Hope Hill Road and north of Powell Road.

BUDGET/IMPACT:

The subject request requires the Community Development Department to provide no additional staff or other resources presently allocated to departmental functions.

LEGAL REVIEW:

Pursuant to Florida Statutes § 163.3202(2)(a), each county and each municipality must regulate the subdivision of land.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At their August 8, 2012 meeting, the Planning and Zoning Commission concurred with the staff recommendation for the Commission to recommend the City Council to

approve the Preliminary Plat with the condition that the petitioner submit within one year of Preliminary Plat approval a final subdivision plat.

STAFF RECOMMENDATION:

Staff recommends that City Council approve the preliminary plat plan labeled Villas at Southern Hills Plantation as submitted by Coastal Engineering Associates, Inc., subject to the following condition:

The petitioner shall submit within one year of Preliminary Plat approval a final subdivision plat in accordance with Land Development Code Section 4-3.1.C.

ATTACHMENTS:

Petitioner's Narrative

Preliminary Plat

VILLAS AT SOUTHERN HILLS PLANTATION PRELIMINARY PLAT NARRATIVE

General Description

The proposed project consists of approximately 4.2 acres and is located in Section 03, Township 23 South, Range 19 E, of Hernando County. More particularly, it is in the Southern Hills Plantation community which lies within the boundaries of the City of Brooksville. The proposed project is zoned PDP (MU) and has a future land use map designation of Southern Hills Mixed Use District.

The request is for approval of the attached preliminary plat consisting of two residential tracts (Tracts A & B) and an access tract (Tract C). The access tract consists of an unplatted portion of the already constructed Summit View Lane, the street leading to the Southern Hills Plantation clubhouse. The density being requested for each residential tract is as follows: Tract A - 5 multi-family units; Tract B - 30 multi-family units.

The 35 multifamily villas have long been envisioned as an integral component of the Southern Hills Plantation master plan. Located on the high hill shared with the clubhouse, the villas are well situated to attract both visitors and permanent residents. A five-unit building was started on Tract A, however, construction ceased during the economic downturn. It is now under new ownership and permits are pending to complete construction. The remaining planned villas (Tract B) are under separate ownership, with timing of construction dependant on the successful sale of the Tract A units.

While the villas have access to Summit View Lane, there will also be a common drive that extends in front of the units, the length of both Tract A and Tract B. Sewer and potable water are provided by the City of Brooksville Utilities and drainage from the site has already been designed as part of the Southern Hills Plantation master stormwater management plan.

The dwelling units on Tract A are planned as condominiums, with the appropriate documents being filed with the State of Florida. Further subdivision of Tract B could occur in the future.

Proposed building setbacks are as follows:

Front: 25'

Side: 7.5' (0' for garages)

Rear: 20'

I. Preliminary Layout

The proposed preliminary plat has been included herewith.

II. Draft of Protective Covenants

A copy of the draft protective covenants has been included herewith.

III. Preliminary Engineering Report

- A. Topography – The property is located on top of a high hill. Contours have been included on the proposed preliminary plat, with elevations ranging from 174' MSL to 191' MSL.

- B. Flood Plain –According to Hernando County’s D-FIRM information based on FEMA Flood Insurance Rate Maps, the project is located in Zone X, with no flooding anticipated in the 100 year design storm.
- C. Soils – Flemington fine sandy loam, which is described as poorly drained soils
- D. Drainage – Drainage will be handled in accordance with the regulations of the Southwest Florida Water Management District. The site has already been designed as part of the Southern Hills Plantation master stormwater management plan.

IV. List of Planned Public Improvements

No public improvements are required, since Summit View Lane is already constructed and utilities to the area are already in place.

V. Statement of Developer’s Intent with Respect to Construction of Improvements Prior to Recording Subdivision Plat or Bonding Instruments

It is the Developer’s intent to construct improvements on Tract A prior to recording the subdivision plat.

VI. Proposed Development Schedule

Tract A is under development. A proposed development schedule has not yet been determined for Tract B.

VII. Adequate Access Analysis

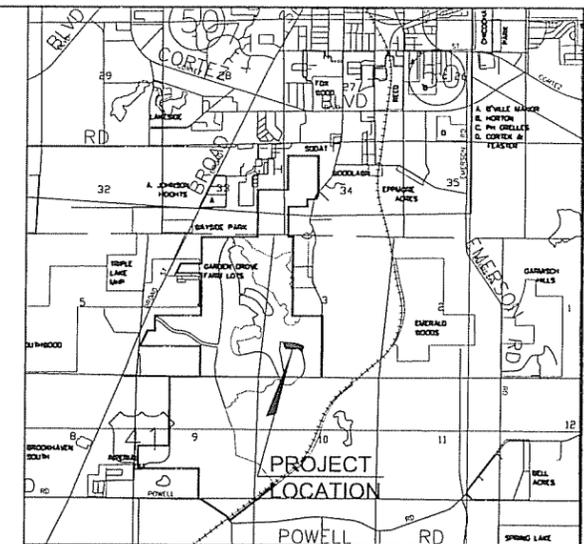
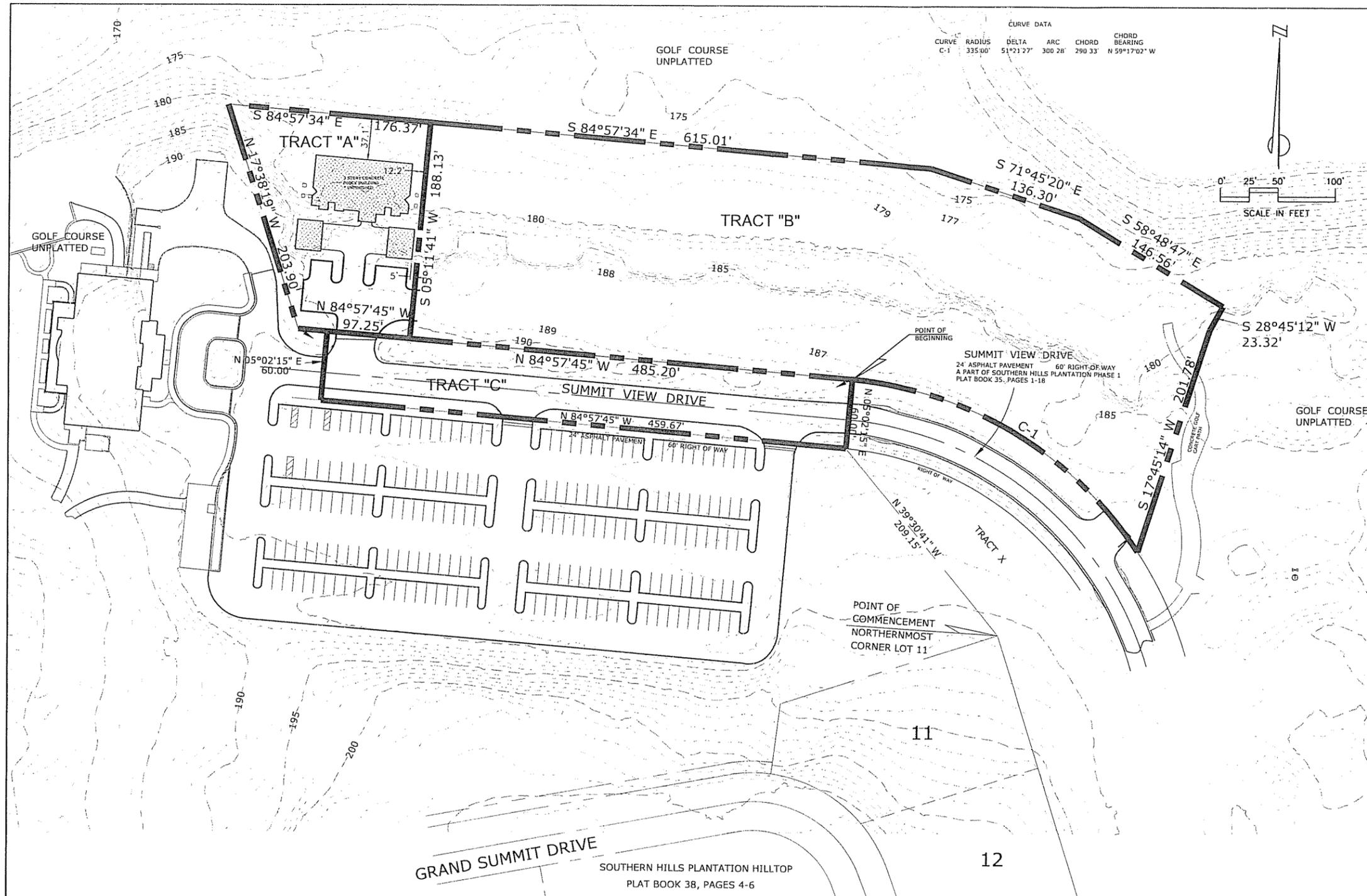
Access is gained to the property from Summit View Lane.

VIII. Water Supply and Sewage Disposal Plans

The proposed project is within the City of Brooksville Service area for both potable water and sanitary sewer.

IX. Development of Regional Impact Statement

The proposed project has been determined not to be a DRI.



VICINITY MAP
SECTIONS 3 TWP. 23S , RGE. 19E

SITE DATA

- APPLICANTS:**
- A. VILLAS AT SOUTHERN HILLS PLANTATION LLC.
2414 AINSWORTH AVE.
SPRING HILL, FL 34609
 - B. SH VENTURE I LLC
7807 BAYMEADOWS RD E, STE 205
JACKSONVILLE, FL 32256-9666
 - C. SOUTHERN HILLS PLANTATION GOLF CLUB LLC
7807 BAYMEADOWS RD E, STE 205
JACKSONVILLE, FL 32256-9666

ENGINEER:
COASTAL ENGINEERING ASSOCIATES, INC.
966 CANDLELIGHT BLVD.
BROOKSVILLE, FL 34601
PH. (352) 796-9423

LOCATION: SECTION 3
TOWNSHIP 23 SOUTH, RANGE 19 EAST,
HERNANDO COUNTY, FLORIDA

JURISDICTION: CITY OF BROOKSVILLE, FLORIDA

BUILDING SETBACKS:
FRONT - 25'
REAR - 20'
SIDE - 7.5' (0' FOR GARAGES)

LAND USE			
TRACT	LAND USE	AREA	INTENSITY
A	MULTIFAMILY VILLAS	± 0.6 Ac.	5 MF UNITS
B	MULTIFAMILY VILLAS	± 3.0 Ac.	30 MF UNITS
C	SUMMIT VIEW DRIVE R/W	± 0.6 Ac.	-
TOTAL		± 4.2 Ac.	35 MF UNITS

- NOTES:**
- THIS DRAWING IS A PLANNING DOCUMENT AND IS NOT TO BE CONSIDERED A FINAL DESIGN OR CONSTRUCTION PLAN, AND IS NOT INTENDED FOR RECORDATION IN PUBLIC RECORDS.
 - DRA FINAL CONFIGURATION AND FUNCTION SHALL BE DETERMINED WITH FINAL DESIGN AND SHOWN ON FINAL PLAT.
 - THE DEVELOPER, BASED ON FINAL DESIGN OF ROADWAYS AND DRAINAGE SYSTEMS, ANTICIPATES ADDING LANDSCAPE BUFFER TRACTS AND OPEN SPACE WHICH WILL BE SHOWN ON FINAL PLAT.

CERTIFICATE OF APPROVAL BY:

Joseph E. Johnston III, Mayor
City of Brooksville

Date: _____

REVISIONS		
DATE	BY	DESCRIPTION
8/08/12	AAM	ADD CERTIFICATE OF APPROVAL BLOCK

WHEN PRINTED TO SCALE, DRAWING SIZE SHALL BE 11" x 17"

PREPARED BY:
Coastal Engineering
Planning
Surveying
Environmental
Construction Management
engineering associates, inc.
966 Candlelight Boulevard - Brooksville - Florida 34601
(352) 796-9423 - Fax (352) 799-8359
EB-0000142

DRAWING IN WARD UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL

8/9/12
CLIFF MANUEL, JR., P.E., FL REG NO. 36834

REUSE OF DOCUMENT
THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

PRELIMINARY PLAT

VILLAS AT SOUTHERN HILLS PLANTATION

SHEET NO. **1**
12017