

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

AGENDA

August 4, 2014

7:00 P.M.

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. Florida Water Professionals Month Proclamation

Consideration of a Proclamation proclaiming August 2014 as Florida Water Professionals Month.

Presentation: Mayor
Attachments: Proclamation

D. CITIZEN INPUT

E. CONSENT AGENDA

1. Minutes

- a. January 6, 2014 Regular Meeting
- b. February 3, 2014 Regular Meeting
- c. February 25, 2014 Financial Workshop

2. Department of Corrections - Work Crew Contract #WS870

Consideration of Inmate Work Squad Contract #WS870 for an amount not-to-exceed \$57,497.

3. Professional Services - Hearing Officer/Special Master Contract

Consideration of automatic renewal of the contract with Attorney Kenneth L. Warnstadt for Professional Services.

4. Bid Award - PR2014-03 Tom Varn Park Pavilion Construction

Consideration of bid award to SVIII General Contractors, Inc., for the not-to-exceed amount of \$31,312.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve

REGULAR COUNCIL MEETING AGENDA – August 4, 2014

Attachments: 1) Minutes; 2) Memo from Director of Public Works dated 07/22/14, Amendment #1, Original Contract; 3) Memo from City Clerk dated 07/23/14, Agreement; 4) Memo from Director of Parks, Facilities & Recreation dated 07/25/14, Bid Certification, Bid Opening Minutes, Agreement for Contractor Services, Budget Amendment Worksheet

F. REGULAR AGENDA

1. 2014 Federal Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds under the American Recovery and Reinvestment Act of 2009

Consideration of allocation of local Federal Edward Byrne Memorial JAG funding as approved by the Hernando County Substance Abuse Policy Advisory Board and authorize the Mayor to sign the attached letters for submittal to the Florida Department of Law Enforcement.

Presentation: Police Chief
Recommendation: Approval of Allocation
Attachments: Memo from Police Chief dated 08/04/14, Program Information, Preliminary Funding Application

2. Interlocal Agreement - Infrastructure Surtax Proceeds

Consideration of Interlocal Agreement among Hernando County, City of Brooksville, and District School Board for Distribution of Proceeds from the Infrastructure Surtax Proceeds.

Presentation: City Manager
Recommendation: Approval of Agreement
Attachments: Memo from City Manager dated 07/30/14, Agreement

G. CITIZEN INPUT

H. ITEMS BY COUNCIL

I. ADJOURNMENT

CORRESPONDENCE TO NOTE

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

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

City of Brooksville Proclamation

Whereas, the Florida Water and Pollution Control Operators Association is a statewide organization composed of water industry professionals who dedicate themselves to the production and distribution of safe drinking water, as well as the proper collection, treatment, reuse, and disposal of wastewater and stormwater; and

Whereas, this organization is committed to protecting the health of Florida's citizens and our state's natural resources, and supports the training, certification, and licensing of water industry personnel as a means to achieve these goals; and

Whereas, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

Whereas, each year the Florida Water and Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating *Florida Water Professionals Month*, which applauds their constant efforts to protect our health and environment.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City Of Brooksville, do hereby extend greetings and best wishes to all observing the month of August, 2014, as

Florida Water Professionals Month

In Witness Whereof, we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 4th day of August, 2014.

City of Brooksville

Kevin Hohn, Mayor

Frankie Burnett, Vice Mayor

Joe Bernardini, Council Member

Joseph E. Johnston, III, Council Member

Lara Bradburn, Council Member

Attest: _____
Janice L. Peters, CMC, City Clerk

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

MINUTES

January 6, 2014

7:00 P.M.

Brooksville City Council met in regular session with Vice-Mayor Frankie Burnett, Council Members Joe Bernardini, Lara Bradburn and Joseph E. Johnston, III present. Also present were Clifford Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present. Mayor Kevin Hohn was not in attendance.

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

PRESENTATION & REQUESTS FOR WAIVERS

2014 Dr. Martin Luther King Jr. Parade Fee Waiver Request

Consideration of request for fee waiver in the amount of \$1,660.62 for the parade scheduled for January 20, 2013.

Paul Douglas, MLK Parade Committee member, reviewed the event, requesting Council waive fees associated therewith, as well as the stand for dignitaries. The Insurance Certificate will be provided and will also cover the stand and golf carts borrowed from the Brooksville Country Club.

Council Member Bradburn asked about the response from the Hernando County Sheriff's Department. Mr. Douglas advised they already have other events scheduled. Council Member Bradburn felt the Sheriff's Department should be more of a participant due to the county wide participation. Mr. Douglas felt next year would go more smoothly, and discussed the parade expenses in detail. He advised that if funds were raised to cover some of the costs, he would put forth an effort to pay for it.

Council Member Bernardini discussed the costs associated with hiring law enforcement for the parade and believes additional discussion is needed with the Sheriff's Department.

Vice-Mayor Burnett felt a workshop should be held to review policy.

Council Member Johnston advised, although he would normally be voting against this, that he is in favor since he would have voted against some of the previous expenditures that took us over budget. He believes this type of event should be encouraged since it has community-wide significance and will have a positive impact on the City.

Vice-Mayor Burnett understands that they have set criteria for staff to go by and make recommendations, and even though this is going against good business practice, he believes the extra expense will not hurt them and he can't find it in his heart to vote against it. He appreciates the organizers and participants that are trying to use this short period of time to recognize Dr. King.

REGULAR CITY COUNCIL MEETING MINUTES – January 6, 2014

Council Member Bradburn would like the Mayor to send a letter to the Sheriff requesting an equal amount of deputies for the event. She felt on-duty officers and deputies should be also be used in the future to minimize costs. Vice-Mayor Burnett suggested having a workshop first to clarify policy. Council Member Bernardini agreed that a letter should be sent to the Sheriff asking for any type of help. He thinks it's a community event and he doesn't have a problem contacting other local law enforcement agencies, as it should not be a total expense to the City taxpayers.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Johnston to approve the fee waiver up to \$1,660.62, including a letter being sent to the Sheriff's Office by Council to request participation in this event to help reduce expenses. Motion carried 3-1, with Council Member Bernardini voting in opposition.

2014 Children's Week Celebration - JBCC Fee Waiver Request

Consideration of request for fee waiver in the amount of \$370 for 2014 Children's Week Celebration on April 5, 2014.

Noreen St. Jean, of the Hernando County Community Alliance and Devereux Kids, reviewed the event requesting a waiver in the amount of \$370.00 for use of the Jerome Brown Center.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Johnston for approval of the waiver in the amount of \$370.00. Motion carried 4-0.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Bradburn for approval of fee waivers in Item C-1 come from Reserves for Contingencies. Motion carried 4-0

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

FFA National Honor Proclamation

Proclamation recognizing Delaney Rose Ahrens on receiving the FFA's Agri-Science Award.

The proclamation was read in its entirety by Council Member Bernardini and presented to Ms. Ahrens, who reviewed the project.

CITIZEN INPUT

Vice-Mayor Burnett called for public input regarding any item on the agenda.

Shirley Miketinac discussed the rule on citizen comment and thanked Council for approving the MLK parade waiver. She suggested using red light camera money and city tickets as a source of funding.

Vi Coogler thanked Council for the fee waiver approval and wished everyone a Happy New Year.

CONSENT AGENDA

Minutes

July 1, 2013 Regular Meeting

REGULAR CITY COUNCIL MEETING MINUTES – January 6, 2014

Brooksville Firefighters' Collective Bargaining Agreement

Consideration for ratification of the Collective Bargaining Agreement with the Brooksville Professional Fire Fighters Local 4662 as negotiated/proposed and authorization for the Mayor to sign.

Cargo Van Purchase - Department of Public Works

Consideration to purchase a 2014 Ford Cargo Van from the Florida Sheriff's Association, Association of Counties and Fire Chief's Bid List for the not-to-exceed amount of \$29,799.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Johnston for approval of the Consent Agenda with the addition of the City Attorney attending the meeting in the minutes of July 1, 2013. Motion carried 4-0

PUBLIC HEARINGS

Vice-Mayor Burnett called for Proof of Publication. City Clerk Peters indicated Item G1 was published on Friday, December 27, 2013, in the Hernando Times legal section of the St. Pete Times and there is a copy of the affidavit for the record.

Noise Ordinance No. 730-B

Consideration of proposed ordinance amending Chapter 82 of the Code relating to Traffic and Vehicles, Article III, Noise from Vehicles.

Police Chief Turner reviewed the revision to the Ordinance which increases the distance from 25 – 60 feet and excludes permitted events.

Council Member Bernardini reiterated his support of this ordinance, referencing the profanity in some of the music being played, and stated he would even be happy with the 25 foot range.

Vice-Mayor Burnett called for public input.

Brad Sufficool asked if the ordinance is specific to explicit music or noise in general from car stereos. Police Chief Turner clarified that it is just music from radios.

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Bradburn for approval of Ordinance No. 730-B.

Council Member Johnston asked for quarterly reports from the Police Department about tickets issued. He advised the ice cream truck is in violation of the ordinance.

City Clerk Peters read Ordinance No. 730-B by title, as follows:

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF BROOKSVILLE, FLORIDA, ARTICLE III, CHAPTER 82, "NOISE FROM VEHICLES", SECTION 82-52 PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

REGULAR CITY COUNCIL MEETING MINUTES – January 6, 2014

Council Member Bernardini	Aye
Council Member Johnston	Aye
Council Member Bradburn	Aye
Vice-Mayor Burnett	Aye
Mayor Hohn	Absent

REGULAR AGENDA

Resolution No. 2014-01 Metropolitan Planning Organization Reapportionment Plan

Consideration of Resolution in support of the Hernando and Citrus County MPO consolidation.

Dennis Dix, MPO Coordinator, reviewed the resolution. Council Member Bradburn discussed the MPO priority list which includes streets, sidewalks, trails and buses. The new priority list for Hernando County has just been approved with an extended plan of five years. However, when the merger takes place, they will have to redistribute priorities between Hernando and Citrus. Citrus County is going to face a huge economic impact with the closing of the power plant because that is the largest part of the Citrus County tax base. Thus, they will also take a big hit in transportation. There is some debate whether the merger will help everyone get twice as much or if it will interrupt what we now have in setting the new priorities. She stressed that Council and staff needs to be vigilant about protecting the City's interests. She does support this merger plan and feels it is the best plan to make sure that the cities and counties are all represented in a fair and proportionate manner.

Vice-Mayor Burnett called for public input; there was none.

Motion:

Motion was made by Council Member Bradburn and seconded by Council Member Bernardini for approval of Resolution No. 2014-01.

City Clerk Peters read Resolution No. 2014-01 by title, as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, SUPPORTING THE PLANNING AREA BOUNDARY REDESIGNATION & REAPPORTIONMENT PLAN OF THE HERNANDO COUNTY METROPOLITAN PLANNING ORGANIZATION AND PROVIDING FOR AN EFFECTIVE DATE.

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

Council Member Johnston	Aye
Council Member Bradburn	Aye
Council Member Bernardini	Aye
Vice-Mayor Burnett	Aye
Mayor Hohn	Absent

Resolution No. 2014-02 Public Comment

Consideration of Resolution adopting rules and policies governing public comment in compliance with Section 286.0114, Florida Statutes.

Council Member Bernardini asked the resolution be tabled to the next meeting.

REGULAR CITY COUNCIL MEETING MINUTES – January 6, 2014

Motion:

Motion was made by Council Member Bernardini and seconded by Council Member Johnston to table Resolution No. 2014-02 to the next meeting. Motion carried 4-0.

CITIZEN INPUT

Vice-Mayor Burnett called for public input.

Pat Miketinac reviewed statistics on red light cameras.

Shirley Miketinac asked what happened to the 3-mile garage sale since no one showed up. She also spoke against the right on red tickets and hopes Council will resolve the flashing at the red light cameras.

Vice-Mayor Burnett advised staff is working on the flashing light issue.

Kojack Burnett wished all a Happy New Year and a Happy Birthday to his mother.

ITEMS BY COUNCIL

T. Jennene Norman-Vacha, City Manager

City Manager Norman-Vacha asked to set the Financial Workshop in February. Originally scheduled for February 10th, she requested February 24th or 25th so January financial data can be included. Council consensus was for Feb. 25th at 6:00.

Joe Bernardini, Council Member

Council Member Bernardini expressed confusion over Mr. Miketinac's comment that the State will outlaw red light cameras, but they are not prohibited from introducing them.

Council Member Bradburn, referring to a state report, said it's because DOT has recognized that it saves lives and it is not safe to turn on red without stopping fully. So, by giving it to the state, it excludes local jurisdictions from imposing any financial penalty and means they won't be enforced as much and the death total will rise. Council Member Bernardini disagrees with the report.

He asked about bringing the ordinance back in March to discuss the change of speed for right on red. Council Member Johnston asked if a letter was sent to Sensys regarding the contract and infrared cameras. City Manager Norman-Vacha advised there has been some communication to get some costs and options for Council and thinks they will have something in the next week from Sensys.

Council consensus was to address it during the first meeting in March.

Joe Johnston, Council Member

Council Member Johnston stated the dedication of the One Room Schoolhouse was well attended.

He asked the Chief of Police to look into a black Chevy that has been parked on Howell Avenue for a couple weeks and may be abandoned.

REGULAR CITY COUNCIL MEETING MINUTES – January 6, 2014

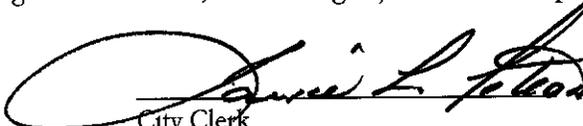
Frankie Burnett, Vice-Mayor

Vice-Mayor Burnett wished everyone a Happy New Year and thanked those who participated in the Christmas give-a-way this year.

He asked that all of Council visit with the City Manager to discuss fee waivers before the workshop.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:25 p.m.



City Clerk

Attest: _____
Vice-Mayor

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

MINUTES

February 3, 2014

7:00 P.M.

Brooksville City Council met in regular session with Mayor Kevin Hohn, Vice-Mayor Frankie Burnett, Council Members Joe Bernardini, Lara Bradburn and Joseph E. Johnston, III present. Also present were Clifford Taylor, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of the Hernando Today and Hernando Times were also present.

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

CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

Proclamation – Black History Month Recognition

Consideration of proclamation and individual recognition to acknowledge the contributions of outstanding humanitarian deeds during the celebration of Black History Month.

Mayor Hohn read the proclamation in its entirety and presented it to Kojack Burnett of the Elks Lodge. Elder Irene Wells, James Singer and Andrew Williams, Jr., who were unable to attend, were recognized for their contributions to the community as well.

Proclamation - L.R.E. Ground Services 25th Anniversary

Consideration of proclamation to acknowledge the 25th Anniversary of L.R.E. Ground Services in Brooksville.

The Proclamation was read in its entirety and presented to the Woolevers. Council Member Bradburn thanked the Woolevers for their community outreach endeavors.

Proclamation - Human Trafficking Awareness

Consideration of proclamation to raise awareness of Human Trafficking and recognizing the efforts of the Tri-County Human Trafficking Response Team.

The Proclamation was read in its entirety and presented to Jenene Hammond, Richard Patterson, and Mary Rhode of DCF. Ms. Hammond reviewed the issue and thanked Council for the recognition.

Council Member Bradburn noted upcoming community events raising awareness of the problem, such as Joy FM's Teen Freedom at the Gasparilla Run on February 22 and 23rd to raise awareness as well as funds for aftercare.

REGULAR COUNCIL MEETING MINUTES – February 3, 2014

Proclamation - Killingsworth Agency, Inc. 40th Anniversary

Consideration of proclamation to acknowledge the 40th Anniversary of Killingsworth Agency in Brooksville.

The Proclamation was read in its entirety and will be delivered to the agency since they were unable to attend. Council Member Bernardini stated Diane has always been community oriented and he appreciates the fact that they have staying in the City of Brooksville.

Resolution No. 2014-03 – Susan McCrary Retirement

Consideration of resolution honoring Susan McCrary who will retire from the Fire Department on January 31, 2014, after more than 28 years of service.

Mayor Hohn read the resolution in its entirety. Fire Chief Mossgrove accepted on Mrs. McCrary's behalf and spoke of her tenure with the City.

Motion:

Motion was made by Council Member Burnett and seconded by Council Member Johnston for approval of Resolution No. 2014-03.

City Clerk Peters read Resolution No. 2014-03 by title, as follows:

**A RESOLUTION IN APPRECIATION OF THE YEARS OF
SERVICE RENDERED TO THE CITY OF BROOKSVILLE
AND ITS CITIZENS BY SUSAN MCCRARY.**

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

Council Member Johnston	Aye
Council Member Bradburn	Aye
Council Member Bernardini	Aye
Vice-Mayor Burnett	Aye
Mayor Hohn	Aye

Mayor Hohn recognized Troop 442, Boy Scouts of America. They were in attendance to observe the procedure of Council. Ruth Ann Sharp, Committee Chair for Troop 442, introduced the Troop members.

Kojack Burnett thanked Council for the recognition of the Elks Lodge. Ms. Tonda Wells, who accepted the Certificate of Recognition for Elder Wells, thanked Council on behalf of her mother.

CITIZEN INPUT

Mayor Hohn called for citizen input.

Pat Miketinac thanked Council for the recognition of the Boy Scout Troop. He commented on the red light camera hearings which he had attended. He felt the City's claim on its website of only enforcing serious violations is false.

REGULAR COUNCIL MEETING MINUTES – February 3, 2014

Shirley Miketinac advised she had attended the MLK Parade where she acquired signatures in opposition of the red light cameras.

Jimmy Lodato stated that the RV Rally is moving to Sarasota after failed attempts to negotiate with the County. They will reconsider Hernando County after one year in Sarasota. Mayor Hohn clarified that this is a County Commission issue and Council has no say in the decision.

CONSENT AGENDA

Minutes

- a) October 17, 2011 Executive Session
- b) May 21, 2012 Executive Session
- c) July 9, 2013 Workshop
- d) July 15, 2013 Regular Meeting

Public Sanitary Nuisance Abatement Liens

Consideration of recording liens for expenses incurred in the cleanup of properties in violation of the City's code.

Council Member Bradburn, regarding the Hughes lien, advised that there had been deaths in a Hughes family and asked that staff investigate whether this property is impacted.

Council Member Johnston asked if the Christopher House of Hope is a half-way house. Director Geiger will find out how it is operating.

Cargo Van Purchase - Department of Public Works

Consideration to purchase a 2014 Ford Cargo Van from the Florida Sheriff's Association, Association of Counties and Fire Chief's Bid List for the not-to-exceed amount of \$29,799.00.

Regional Medical Center's Renewal Application for Certificate of Public Convenience & Necessity (COPCN)

Consideration for Council to recommend that Hernando County Board of County Commissioners grant renewal of COPCN for HCA Health Services of Florida, Inc., d/b/a Regional Medical Center, Bayonet Point, for the period of February 2014 through February 2016.

Council Member Bradburn, regarding lawsuits involving trauma centers throughout central Florida, asked if this application would impact the City in any way. City Manager Norman-Vacha believes Hernando County approves all COPCNs for the county, but statutes do require Council to review it and give their consent. She thinks the county can still proceed even if Council says no, and does not see any connection with lawsuits. Council Member Bradburn would like legal to look into the issue and find out if any language should be included because of the ongoing lawsuits involving the CON process. Member Bernardini asked that legal confer with Hernando County. City Manager Norman-Vacha pointed out this particular COPCN is a renewal, as opposed to a new trauma center.

REGULAR COUNCIL MEETING MINUTES – February 3, 2014

Motion:

Motion was made by Council Member Burnett for approval of the consent agenda. Motion died for lack of a second. Discussion ensued as referenced above.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Bernardini for approval of the Consent Agenda. Motion carried 4-1 with Council Member Bradburn voting in opposition, referencing opposition to Item 4 until the legal questions are addressed.

REGULAR AGENDA

Resolution No. 2014-02 Public Comment

Consideration of Resolution adopting rules and policies governing public comment in compliance with Section 286.0114, Florida Statutes.

City Attorney Cliff Taylor reviewed the resolution.

Council Member Bernardini advised he did not see in the statute where it required citizens to give their addresses and was not in favor of it. He felt the policy to be restrictive and would discourage citizens from speaking.

City Attorney Taylor advised there are three opportunities during Council meetings for the public to speak; if there are ordinances on the agenda, citizen input for anything on the agenda, and lastly, discussion of any topic not on the agenda.

Council Member Bradburn advised the policy mirrors what has been suggested by the State, not just the Attorney General's office.

Council Member Bernardini indicated the statute states, "A reasonable opportunity to be heard before official action is taken". He didn't read where there had to be all these restrictions and time limits. He pointed out that the statute does not require a group to appoint a spokesman. He and Council Member Johnston think "shall" should be changed to "may" in reference.

Council Member Bradburn advised the state guidelines do speak of time limits, adding that this mirrors what the state has suggested, solidifying the public's right to speak.

Council Member Bernardini felt there were contradictions in the board's right to override the chair in certain circumstances.

Council Member Johnston, referencing page 4, item 5, regarding residents' "actual address", was not sure that is necessary. On page 5, section 7, regarding "items on the agenda", he would either delete that or change the heading to "general" because it relates to things other than items on the agenda. On page 5, item 2, next to the last sentence, where it states, "An additional period of public participation before the meeting is adjourned for items not placed on the agenda." he would remove the last seven words, placing a period after adjourned. He felt citizens should be able to speak on any item. Referencing Item 4, where

REGULAR COUNCIL MEETING MINUTES – February 3, 2014

it talks about addressing the board as a whole and not to an individual, he felt they could address anyone they want and the words "not to an individual" should be stricken.

Mayor Hohn agreed with the heading regarding "items on the agenda". He states there is currently no policy, and this provides structure and preserves the right for anyone to speak during those sections of the meeting. Discussion continued about the time limit for speaking.

Council Member Bradburn stated that she does not support the changes to section 6 and thinks it is important that we preserve the rights of every one of our citizens by allowing them to know what to expect when they come in and that everyone has the same amount of time.

Council Member Burnett felt a workshop needs to be scheduled to review and discuss this item.

Council Member Johnston would like to see the current procedure codified in a way that is written down so Council can continue as in the past, allowing citizens to speak on any topic at any citizen input session.

Mayor Hohn agreed with changing "shall" to "may". He asked the pleasure of Council.

After further discussion of equality of time, Mayor Hohn recommended a 1-hour workshop with the City Manager bringing back potential dates at the next meeting. Council agreed.

Pavement Management Update

Presentation of pavement management proposal.

Director of Public Works Richard Radacky reviewed the proposal. He advised three roads have already been reclaimed; John Gary Grubbs which is the entrance road to the Enrichment Center, Railroad Place off of Brooksville Avenue, and ACL Street.

He advised the asphalt and brick upgrades for all the projects would come to about \$7.4 million dollars. Working with the \$800,000 approved by Council for the 2014 budget he reviewed the proposal as follows:

West Early Street is a brick street with very little traffic and the lowest ranked street of the brick streets in the City. There are no drainage problems identifiable and no utilities that would interfere with the reconstruction. There is a huge Oak tree right in the middle of the street. West Early is 238 feet in length and it was proposed to divide the street into two segments. One segment would be from the Oak tree to the CSX Railroad (a dead end street), and the bricks on the west side of the tree would be harvested to be used for replacement bricks for other streets. He estimated there are about 4,000 bricks in that area. He proposed hollow-cell pavers on the west side of the tree which is cheaper than asphalt or brick. On the front part the bricks would be repaired for an estimated \$24,000 for the brick realignment and the hollow-celled pavers.

REGULAR COUNCIL MEETING MINUTES – February 3, 2014

Council Member Johnston asked about the cost of paving from Main to the new pavers and removing the bricks to use elsewhere since it is a dead end street. Council Member Bradburn agreed but wanted to keep in mind that the property owners along that road enjoy the bricks and should be consulted. She suggested having a decorative brick just around the tree and reclaiming the rest.

Director Radacky felt the people would prefer to keep the brick if they could be repaired, advising a base would be needed for asphalt. Mayor Hohn asked if he could price this out with the asphalt and base and compare it to the brick repair.

Paver crosswalks in the downtown area are stained because the pavers were not sealed when installed. Director Radacky suggested having them power washed, repair any depressions and seal them. This will protect from grease and grime as well as keep the pavers in line. The cost will be approximately \$22,000. Work will try to be scheduled at night and on weekends to minimize traffic interruptions.

Daniel Avenue has brick and the intent is to remove those bricks and use them for repairing other brick streets within the City. This work will be done by staff. The plan is to replace the bricks with a chip concrete base and asphalt all the way up to the CSX crossing. This cost is projected at approximately \$35,000. CSX has been contacted several times to repair some crossings but have gotten no response. Council Member Bradburn advised CSX has responded to the MPO, who has asked FDOT to make repairing the railroad crossings in the city a priority through coordination with CSX. She suggested coordinating with Lee Royal to have this site included in the list.

Brooksville Avenue would be from Dr. Martin Luther King back to the south side of the trail. This is a collector street and one of the top five streets identified. The right-of-way width was not known but Council Member Johnston felt adding a foot on either side may make it more drivable if it can be done and still leave room for sidewalks in the future. Vice-Mayor Burnett advised the School Board made a bus stop there and sidewalks are really needed. Director Radacky advised this project will cost approximately \$57,000.

Chatman Boulevard from US 41 to a dead end, just beyond Brooksville Healthcare, is ranked sixth on the original list and will be repaired with a simple mix and overlay for approximately \$34,000.

Bell Avenue has three different pieces to be repaired. One is from Fort Dade to Olive Street to repair six deep depressions in the brick portion. The second portion is from Olive to Cherry Street where there is asphalt on top of bricks. The third section is from Cherry Street to Oak. There is brick under it and the plan is to put a layer of asphalt on top.

If you do not do the removal of asphalt on Bell, an alternative project is **Mildred Street**. There are two sections being recommended for work at this time. It is a collector street and has very poor asphalt. Money taken from the brick work on Bell could be used to repair 3,326 linear feet of asphalt for approximately \$160,000. Mayor Hohn asked if the portion of Mildred that runs across 41 to W. Jefferson is county road. Director Radacky advised it is a state road. The portion of Mildred from W. Jefferson to Fort Dade has some drainage issues, but is not included in the proposal at this time.

REGULAR COUNCIL MEETING MINUTES – February 3, 2014

Council Member Johnston recommended delaying repairs to Bell Avenue until the fall. He recommended just doing part one, leveling Bell from Fort Dade to Olive. This would result in a cost savings of \$49,000. This could be used for Early Street and/or sidewalks on South Brooksville Avenue.

Council Member Bernardini requested cost estimates for paving Orange, Lemon and Bailey Streets.

Vice-Mayor Burnett felt the road management project to be the greatest accomplishment of this Council, but felt the project should be based on the criteria set forth and agreed upon.

Council Member Bradburn wanted assurance that if Mildred is done now, Bell would be prioritized in the fall. The rest of Council concurred.

Director Radack asked for clarification on Early Street. Mayor Hohn and Council Member Johnston would like to see the bricks harvested and the road paved. Council Member Bradburn agreed, but added that the tree has to be preserved so you cannot cover up too much of the root system and the land owners should be consulted regarding the historic character.

Council Member Johnston agreed with getting the opinion of the residents who use that road daily.

Veteran's Avenue is number three on the original list. Council Member Johnston asked if there is a way to engineer the street so it is better able to withstand the types of vehicles using it. Director Radack advised it is planned to thicken up the asphalt with a base that is semi-truck standard. This project is estimated at \$250,000. Swiftmud has to be consulted on this project. Council Member Bradburn requested Director Radack work with Luigi's so that his customers still have access.

Director Radack advised quite a bit of sidewalk will be done in this project as well, about 400', which will be rolled into the bid.

Council Member Bernardini advised trees were lost during the McKethan Park renovation and hoped additional trees would not be lost during this project. Director Radack indicated they will keep this in mind, as well as access for the Police and Fire Departments.

Hammock Road street and draining design work is requested if portions of the Bell Avenue project are delayed until the fall. Director Radack asked that the \$49,000 be reserved for contingencies.

Director Radack reviewed the streets, Bell, Howell, and Orange, where a sidewalk planer had been used to remove trip hazards. He is interested in buying one for around \$6,000 versus \$700 per week for rental. He felt the planer might be used to smooth asphalt as well. Council Member Bradburn encouraged the purchase. Director Radack advised they are considering using part of the Multi-capital funds for the purchase.

REGULAR COUNCIL MEETING MINUTES – February 3, 2014

Council Member Johnston summarized:

- Approval of everything on the list with the Bell/Mildred alternative,
- Staff to bring back potential cost estimates for Early Street for doing the whole thing with an alternative method instead of replacing the brick, and
- Possible widening of South Brooksville Avenue or a sidewalk if the right-of-way allows for it to be looked into by staff.
- Recovery of the brick streets on Bell Avenue will be number one on the next proposal.
- Overlay cost estimates for Orange, Lemon and Bailey.
- Core boring samples for Orange, Lemon and Bailey.

Motion:

Motion was made by Council Member Johnston and seconded by Council Member Bernardini for approval of the pavement management proposal as presented with aforementioned exceptions as summarized by Council Member Johnston.

Motion carried 5-0.

CITIZEN INPUT

Mayor Hohn called for citizen input.

Pat Miketinac reviewed the Hernando County Board of County Commissioners speaking limits.

Shirley Miketinac thanked Council for serving and caring. She spoke of time limits, and appreciates Council's determination to protect the public's right to speak at public meetings. She requested the Sensys item be added to the March 3rd meeting.

Kojack Burnett implied he is happy with the current time limits.

Vice-Mayor Burnett clarified that you can request to get on an agenda, but it has to be approved.

ITEMS BY COUNCIL

Joseph E. Johnston, III, Council Member

MLK Parade

Council Member Johnston advised he enjoyed the MLK Parade and is looking forward to it continuing and growing.

Lara Bradburn, Council Member

COPCN

Council Member Bradburn stated that she looks forward to hearing back about the trauma

REGULAR COUNCIL MEETING MINUTES – February 3, 2014

center lawsuits and what effect that has on local agreements and any need for special language.

PAVEMENT MANAGEMENT

She reminded staff to coordinate with Lee Royal and DOT about the railroad crossings.

She gave a friendly reminder that political work, solicitation, signage, petitions, etc. is not permitted on city property and it is against the law.

Joe Bernardini, Council Member

SENSYS

Council Member Bernardini is not in favor of expending more money on the red light cameras issue because Sensys still has not answer why, when traffic is standing still, these lights are flashing. He wants to know if we can pose that specific question and try to get an answer.

Mayor Hohn stated that the question was asked already and their answer was that the camera is anticipating a violation or the camera is recycling. He will have Sensys put their answers in writing.

RIGHT ON RED

Council Member Bernardini asked if the speed limit portion of the ordinance will be brought back for discussion.

Mayor Hohn advised he was not at the last meeting and was not aware of any discussion to do so.

TRUCK PARKING

Council Member Bernardini advised 18-wheeler trucks are parking in residential areas, even though they may be on commercial property, and he didn't think this was allowed.

City Manager Norman-Vacha stated that she will visit with Council Member Bernardini since she recently dealt with this situation and has researched it.

He reminded everyone that Wednesday is recycling.

Frankie Burnett, Vice-Mayor

MLK Holiday

Vice-Mayor Burnett commented about a mistake in the newspaper that said there were no activities in South Brooksville for the MLK holiday. The Frederick Kelly Elks Lodge has been celebrating every year, even before it became a federal holiday. There are always activities and someone should have called people that live in the community.

REGULAR COUNCIL MEETING MINUTES – February 3, 2014

Kevin Hohn, Mayor

RIGHT ON RED

Mayor Hohn advised that if there was no camera, you would have to come to a complete stop. People are complaining about the speed limit, but if you are pulled over by a police officer your fine would double, you would get points on your license, and your insurance would go up.

ADJOURNMENT

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


City Clerk

Attest: _____
Mayor

**CITY OF BROOKSVILLE
FINANCIAL WORKSHOP
COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601**

MINUTES

February 25, 2014

6:00

Brooksville City Council met in workshop session with Mayor Kevin Hohn, Vice-Mayor Frankie Burnett, Council Members, Lara Bradburn and Joseph E. Johnston, III present. Also present were Cliff Taylor, Assistant City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, City Clerk; Jim Delach, Assistant Finance Director; Mike Walker, Parks and Recreation Director; Bill Geiger, Community Development Director; Richard Radacky, Director of Public Works; George Turner, Police Chief and Tim Mossgrove, Fire Chief. Members of Hernando Today and Tampa Bay Times were present.

The workshop was called to order by Mayor Hohn at 6:05 p.m.

FINANCIAL WORKSHOP

Update on first quarter of Fiscal Year 2014.

City Manager Norman-Vacha advised that this is a good time for conversation about what trends we're seeing in the economy, in our revenues, and for Council to provide feedback on where and how we can begin the budget process and address any concerns early on.

SIGNS OF THE ECONOMY

Referencing information published by Wells Fargo Securities, LLC, she stated there is indication that Florida's economy is improving based on job growth, new job opportunities, decreased unemployment and improvement in the housing market.

The unemployment rate for Hernando County dropped to 7.4 percent in December 2013; its lowest level since April 2008. City budgets across the Nation continue to feel the impact of a downturn in the economy. During the last 5 years taxable property values have dropped by about 34.7 percent, or just under \$200 million; while costs of materials, goods and services, as well as daily operations, have increased.

Council Member Bradburn clarified that it is true that the federal and state economists are saying that we have more jobs, but it is not a true picture because Obama Care has hit the people hard, and in many cases people are working multiple jobs because of the 29-hour cap, thereby creating a sense of job growth.

FIRST QUARTER OF FY2014

Jim Delach, Assistant Finance Director, presented the first quarter financial for FY2014.

Expanding on the ad valorem revenue, he advised that although it says we are down from last year's collection, percentage wise we are much higher than what we were the prior year. So, we are doing very good in collecting our ad valorem. Last year we were at 72 percent at this time and now we are at 75.9 percent.

He advised the City has collected 39.77 percent of our budget on building permits, and we are far ahead of what was collected the prior year. Our cemetery has already collected 47.41 percent of its revenue budgeted for this year. These are all good signs for the city as far as revenue is concerned.

FINANCIAL WORKSHOP MINUTES – February 25, 2014

The first quarter had an increase of 68 new water customers and only lost one commercial customer. This is a positive sign that people are moving back into the city.

Mayor Hohn asked the breakdown between residential and commercial accounts. Assistant Director Delach advised that we went from 3,318 on residential to 3,250 in the first quarter, which was an increase of 68. On commercial accounts we went from 713 down to 712.

Assistant Director Delach stated at this point, and he believes it's due to the Tax Collector collecting the fire assessment this year. We have already received 35.68 percent of the budgeted amount. The actual fire assessment part collected is 54.68 percent, compared to 38.39 percent the prior year when we were sending out the notices ourselves.

Council Member Bradburn asked if he knows the percentage of how many people pay their taxes in installments versus all at once. Assistant Director Delach advised that he does not know the actual percentage, but the majority of people do have mortgages and that's why it's paid in the beginning of the year.

On the Fire Assessment, Council Member Johnston asked what percentages are still delinquent from 2012 when they were not relying on the Tax Collector, and are they included in the 2013 bills when they go out. Assistant Director Delach confirmed they are included and should get caught up as they are paid.

Mayor Hohn acquired sales tax information for the City of Brooksville to compare previous years, and there is already an increase of over 3 percent sales tax collected in the City of Brooksville as compared to this time last year. He believes the City is doing very well business wise and it's continuing to increase.

CAPITAL PROJECTS

Reviewing capital projects, Assistant Director Delach advised that staff just finished the second floor carpeting replacement in City Hall. The repair of the JBCC Bike/Skate Trail was completed on December 15, 2013. The Criminal Investigation Division Expansion and Repair was completed on December 10, 2013. The K9 Patrol Vehicle was purchased on November 14, 2013. The Photo Enforcement cabinets and counter were completed on November 13, 2013. The addition of energy efficient lighting on the basketball court at Tom Varn Park was completed on November 1, 2013. The sweeper truck was purchased right past the end of the quarter on January 10, 2014.

The water and wastewater projects are started, but it will be a while before they are completed since they are massive projects. The sidewalks have also been started on the road repair and street project list.

Council Member Bradburn advised that she has received a lot of positive comments from the citizens about the new street sweeper.

Mayor Hohn asked if Assistant Director Delach, going forward, could provide percentages for revenues and expenditures, and year to date comparisons with the previous year, instead of dollar amounts. He would also like to see a brief explanation of the individual budget item if there is a negative variance of over 20 percent in revenue, or overage in expense of 20 percent or more.

Council Member Bradburn asked about the status of the stormwater master plan. Director Geiger stated that the master plan is essentially complete and a presentation will be made to Council at the second meeting in March for approval.

OUTSOURCING

City Manager Norman-Vacha discussed how public administration continues to face many financial constraints throughout economic difficulties, forcing cut-backs. Meanwhile, there is greater citizen demand for government services. The City of Brooksville is always looking to find alternatives for service

FINANCIAL WORKSHOP MINUTES – February 25, 2014

delivery and to cut costs without impairing quality.

The history of privatization was briefly discussed. City Manager Norman-Vacha pointed out that the goals today are the same and the reasons that drive a public organization to consolidate or privatize the delivery of goods and services hasn't changed. Today's studies seek to validate improvements to efficiencies, effectiveness and the resulting costs to the taxpayer.

Speaking about the economies of scale, some people advocate the consolidation of smaller police or fire departments into a large-scale regional governmental department. However, once a department grows to a certain size, the larger bureaucracy can become more costly. Studies still indicate there is no sustained support for the expected efficiencies in the consolidation of services or that consolidation will lead to increased efficiency in local government.

City Manager Norman-Vacha reviewed the primary drivers that encourage outsourcing City services and primary considerations when deciding to outsource City services. She advised that the City of Brooksville has been very aggressive in pursuing outsourcing alternatives that can mean better services, less costs and improved technology. She went on to discuss areas that have been privatized, government partnerships and services that have been consolidated, as well as community collaborations.

BROOKSVILLE POLICE & FIRE

Referencing Council's request to look at comparable cities and their police and fire service delivery, City Manager Norman-Vacha stated that staff has identified five cities within our geographic area. These were similar to the City of Brooksville when considering population, taxes levied, general fund budget, and the makeup of the city.

Discussion continued about the comparison cities identified: Crystal River, Dade City, Groveland, Inverness and Wildwood. City Manager Norman-Vacha stated that they would pull information on any other cities Council would like to compare.

City Manager Norman-Vacha reviewed the differences between ready to serve approach and demand for service approach. She pointed out that they would have to calculate what the City's demand for service numbers would be if we all opted into the county pool and there was one fire district county wide. Rates under the City are based on property improvement, with commercial and residential being the same, while rates under the county are by property type, with different rates for residential use and businesses. The county also charges churches and government, while the City does not. Rates, estimated revenues and property comparisons were also reviewed.

Council Member Bradburn made subjective references to the Olympic skating's distinction between technical and artist deliveries. She pointed out it is not just about numbers on paper, there is a lot more to consider, such as quality service. Brooksville's Fire Department offers the best response times and best ISO rating in the tri-county area. She reviewed an article written in the Inverness local newspaper, which discussed their fire services and stressed that we look at all budget issues from a broad and realistic perspective.

Vice-Mayor Burnett, commenting on outsourcing, believes that level of service is most important. He gave an example of where the City of Brooksville may not rate in priority if fire services were outsourced to the county and there were multiple fires. He does not want to depend on someone else to provide key services. He hears from people all over the City that they want to keep their own fire and police department. He thinks they need to take the information the City Manager provided, digest it, and get direction from the people that vote.

Mayor Hohn agrees that everyone in the City would want their own fire and police department, but sometimes you can't afford it.

City Manager Norman-Vacha advised she had not approached the Sheriff regarding consolidated services

FINANCIAL WORKSHOP MINUTES – February 25, 2014

for police but presented comparative cities to Council, advising that there is no guaranteed dedication. She requested further direction if they are interested in pursuing this option.

Council Member Bradburn, in talking with their northern counterparts, has learned that they pay for a dedicated service but still do not get a per ratio coverage guaranteed under the state law by paying county millage. She reviewed her list of budget issues she would like to discuss, some of which would need consensus for staff to look into:

- Florida Crushed Stone Effluent Payments – We thought that when we did the reuse that we would stop paying, but we are still paying and she would like more information on it.
- Candlelight – Considerable work was done and we thought that the design would have a specific outcome. But after a major storm there was still flooding issues. Is more work needed, and if so, how does that need compare with other drainage work needing to be done?
- Certify Firefighters to do Commercial Inspections – There was discussion and council consensus, but there are still places that have not had commercial inspections in many years and it puts our public at risk.
- Tree Planting and Replacement – Do we need money in the budget to put a plan in place and what does it entail.
- CRA Budget/Downtown Beautiful – Through her private meetings, and then when the consultant presented the priority list, she thought it was stated that money could be used for holiday décor.
- JBCC Building Improvements – If we want more people to utilize the facility, it needs to be cleaned and spruced up. This may need to be included in budget conversations.
- City Website Update – Since there have been staff constraints, should more money be set aside in the budget to hire an expert in this field.
- University of Florida Model for Future Growth and Business Growth – Council Member Johnston mentioned a new system, and is that something we need to look at implementing here, and is there an expense to it.
- Future Land Use Map – Can we utilize the University of Florida, and what would it cost, to update. Staff does not have the time or resources. Perhaps they can do it at a lower cost by utilizing students as a student project.
- Penny Sales Tax – If the Referendum goes forward, we need to have a list of projects in place to show the public.
- State Funding Requests – She advised the County has submitted twenty something state funding requests this year of the Legislature. She asked if the City has any, other than the one-way pairs.
- Budget Director / Assistant Manager – With the retirement of the Finance Director, and past elimination of the Special Projects position, Council should consider a Budget Director/Assistant Manager to take workload off the City Manager so she can focus on issues that there has not been time for but have been identified as important to the City's future.
- City Manager Contract – It's been seven years since Council has reviewed the contract. She would like to see an analysis and comparison with the City Manager's salary and benefits as it relates to like communities. She briefly reviewed a comparison to the City of Inverness, whose City Manager earns almost \$100,000 per year.
- Mowing – She would like the cost benefit analysis on hiring a part-time employee to do mowing.

Council Member Bradburn is currently working on some projects and will be bringing back some research on utilizing goats to cut mowing expenses, cell towers, and code enforcement enhancements.

Council Member Johnston would like this to be included in the information the City Manager is giving us.

Vice-Mayor Burnett finds it effective to have a five, ten, fifteen and twenty-year plan, which will provide the ability to see what's working and what is not working. You can continue to correct and improve things as you go along. Council Member Johnston referred to the 20-year facilities upgrade plan from

FINANCIAL WORKSHOP MINUTES – February 25, 2014

2002, which he had available.

Council Member Johnston, in reference to the cemetery, noticed that there is a policy of only two cremations per burial plot, but a seven foot by three foot coffin can be placed in a plot. Maybe we can look at increasing it to four if within the same family. Council Member Bradburn seems to recall an old state law that limited them for environment reasons, but that may not an issue now.

Council and City Manager Norman-Vacha discussed EMS and firefighter training, and some recent incidents and response times.

Council Member Bradburn shared a Pinellas County fire service study, which included the City of Saint Petersburg, and states they are cutting staff in departments because of a significant drop of 911 calls for help. They do have other stations to draw from which the City of Brooksville does not have, but it does bring attention to staffing levels and services provided.

Council Member Johnston wants Council to keep an eye on Senate Bill 718 related to public meetings, which would require public bodies to publish their agendas in the newspaper together with a description of each item on the agenda, that could have significant budgetary impact on boards and councils.

Council Member Bradburn mentioned another bill in progress, endorsed by the Tampa Tribune, which would give more freedom for school systems to allow cities, counties and the public to utilize their athletic fields and playing areas. It decreases the liability for outsiders on the property.

Vice-Mayor Burnett spoke of his success with past business retreats and the ability to have time set aside for discussion and planning, and is proud of Council for having more workshops.

Mayor Hohn summarized Council's discussion about the future workshop in May, adjustments to financial documents, Council Member Bradburn's list, and asked Council if they should direct staff to continue discussions with the county, let it die, or wait for the pension meeting.

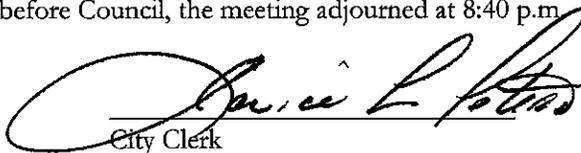
Council Member Bradburn feels that discussions with the county are over and the actuary report will be enlightening. Council Member Johnston and Vice-Mayor Burnett agreed.

City Manager Norman-Vacha advised when the report from the actuary is received it will be passed along to Council immediately with a presentation scheduled at a later time.

Mayor Hohn suggested putting the fee waiver policy in with the next budget workshop in May.

ADJOURNMENT

There being no further business to bring before Council, the meeting adjourned at 8:40 p.m.


City Clerk

Attest: _____
Mayor



**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

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

SUBJECT: CONTRACT AMENDMENT, WORK SQUAD CONTRACT WS870

DATE: JULY 22, 2014

GENERAL SUMMARY/BACKGROUND: A request for contract modification has been received from the Florida Department of Corrections concerning the work squad supervised by Officer Lorenzten, for the Public Works Department (Amendment 1). The Public Works Department gets 5-7 inmates for use in mowing right-of-ways, cleaning, removal of debris, painting, etc.

There are three (3) modification requests, as follows:

1. **Section I, Contract Term** - To be revised to read "This Contract began November 5, 2013 and shall end at midnight on November 4, 2015." "This contract is in its final renewal year."
2. **Section VII., H., Prison Rape Elimination Act (PREA)** is hereby added. "The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager."
3. **Pursuant to Section III, Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective November 5, 2014.

Although item 3 references a change in the rates, the only change to Addendum A reflects the change to the effective date of Amendment 1. The original contract period (Attachment 2) was for November 5, 2013 through November 4, 2014.

BUDGET IMPACT: The agreement is for a total of \$57,497 and will be requested in the upcoming proposed Streets Division FY2015 Budget, in Line Item Account No. 001-020-572-53400, Other Contractual Services. Contract provisions require a 60 day notice for termination if funding is not available.

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

STAFF RECOMMENDATION: Staff recommends that Council approve the proposed amendment to the inmate work squad contract with the Florida Department of Corrections, Contract No. WS870, not to exceed \$57,497.

- ATTACHMENTS:**
1. Work Squad Contract No. WS 870 Amendment #1
 2. Original Contract

Attachment 1

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF BROOKSVILLE

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

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**;
- adds **Section VII., H., Prison Rape Elimination Act**; and
- replaces Addendum A with Revised Addendum A, effective November 5, 2014.

Original contract period: November 5, 2013 through November 4, 2014

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

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

A. This Contract began November 5, 2013 and shall end at midnight on November 4, 2015.

This Contract is in its final renewal year.

2. **Section VII., H., Prison Rape Elimination Act (PREA)** is hereby added:

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

3. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective November 5, 2014.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

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

This Amendment shall begin on November 5, 2014 or the last date of signature by all parties, whichever is later.

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

AGENCY: CITY OF BROOKSVILLE

SIGNED

BY: _____

ATTEST:

Janice L. Peters, City Clerk

NAME: _____

TITLE: _____

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

DATE: _____

Thomas S. Hogan, Jr., City Attorney

FEID #: _____

DEPARTMENT OF CORRECTIONS

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

SIGNED

BY: _____

SIGNED

BY: _____

NAME: **Michael D. Crews**

NAME: **Jennifer A. Parker**

TITLE: **Secretary
Department of Corrections**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

DATE: _____

Revised Addendum A

Inmate Work Squad Detail of Costs for City of Brooksville
 Interagency Contract Number WS870 Amd #1 Effective November 5, 2014

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

Per Officer Annual Cost	Total Annual Cost
----------------------------	----------------------

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

	# Officer:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 54,194.00	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 354.00	\$ 354.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00	\$ 2,225.00
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00	\$ 56,747.00

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

** Annual cost does not include overtime pay.

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

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

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

Number Squads	Total Annual Cost
1	\$ 750.00
	\$ 750.00

TOTAL - To Be Billed By Contract To Agency

III. ADDITIONAL AGENCY EXPENSES:

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

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

Revised Addendum A
Inmate Work Squad Detail of Costs for City of Brooksville
Interagency Contract Number WS870 Amd #1 Effective November 5, 2014

	Bill To Agency	Provided By Agency	Already Exists
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Per Unit Cost	Number of Units
	<input type="checkbox"/>	<input type="checkbox"/>

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio	MACOM	\$4969.00
Vehicle Mounted Radio	MACOM	\$5400.00

TOTAL Operating Capital To Be Advanced By Agency

	Total Cost
	\$0.00
	\$0.00

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

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

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

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

	Total Cost
	\$56,747.00
	\$750.00
	\$57,497.00

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

	Total Cost
	\$57,497.00

VIII. OVERTIME COSTS:

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

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Brooksville
Interagency Contract Number WS870 Amd #1 Effective November 5, 2014

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

Attachment 2

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF BROOKSVILLE

This Contract is between the Florida Department of Corrections ("Department") and City of Brooksville ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS City of Brooksville is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

- A. This Contract shall begin on November 5, 2013 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or November 4, 2014, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

- B. Contract Renewal

This Contract may be renewed, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Richard Radacky, Director
Department of Public Works
City of Brooksville
201 Howell Avenue
Telephone: (352) 540-3860
Fax: (352) 544-5470
E-mail: RRadacky@cityofbrooksville.us

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Hernando Correctional Institution
16415 Spring Hill Drive
Brooksville, FL 34604
Telephone: (352) 754-6715

B. Department's Contract Administrator

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street
Tallahassee, FL 32399-2500
Phone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

T. Jennene Norman-Vacha, City Manager
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601-2041
Telephone: (352) 540-3810
Fax: (352) 544-5424

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

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

AGENCY: CITY OF BROOKSVILLE

SIGNED BY: *Lara Bradburn*
 NAME: Lara Bradburn
 TITLE: Mayor
 DATE: 8/5/13
 FEID #: 59-6000284

Attest: *Janice L. Peters*
 Janice L. Peters, City Clerk



Approved as to form for the reliance of the City of Brooksville Only:
Thomas S. Hogan, Jr.
 Thomas S. Hogan, Jr., City Attorney

DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: *Michael D. Crews*
 NAME: Michael D. Crews
 TITLE: Secretary
Department of Corrections
 DATE: 8/20/13

SIGNED BY: *Jennifer A. Parker*
 NAME: Jennifer A. Parker
 TITLE: General Counsel
Department of Corrections
 DATE: 8/19/13

Addendum A
Inmate Work Squad Detail of Costs for City of Brooksville
Interagency Contract Number WS870 Effective November 5, 2013
*****ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY*****

Per Officer Annual Cost	Total Annual Cost
----------------------------	----------------------

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

	# Officers:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 54,194.00	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 354.00	\$ 354.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00	\$ 56,747.00

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

** Annual cost does not include overtime pay.

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

Number Squads	Total Annual Cost
------------------	----------------------

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

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

1	\$ 750.00
	\$ 750.00

TOTAL - To Be Billed By Contract To Agency

III. ADDITIONAL AGENCY EXPENSES:

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

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

Addendum A
Inmate Work Squad Detail of Costs for City of Brooksville
Interagency Contract Number WS870 Effective November 5, 2013

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

Per Unit Cost	Number of Units
	1

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio MACOM \$4969.00
 Vehicle Mounted Radio MACOM \$5400.00

TOTAL Operating Capital To Be Advanced By Agency

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

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

Total Cost
\$0.00
\$0.00

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

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

Total Cost
\$56,747.00
\$750.00
\$57,497.00

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

\$57,497.00

VIII. OVERTIME COSTS:

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

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Brooksville
Interagency Contract Number WS870 Effective November 5, 2013

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



**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: JANICE L. PETERS, CITY CLERK, CMC
SUBJECT: CODE ENFORCEMENT HEARING OFFICER/SPECIAL MASTER AGREEMENT RENEWAL

DATE: JULY 23, 2014

GENERAL SUMMARY/BACKGROUND: The City of Brooksville's agreement with Attorney Kenneth Warnstadt for Professional Services for Code Enforcement Hearing Officer/Special Master expires on September 17, 2014. It is eligible for consideration of a 1-year extension ending September 16, 2015.

Per Article 5 of the agreement, in the event written termination notice is not given by either party at least thirty days prior to the termination date the agreement shall be extended on the same terms and provisions contained therein, and at the same rate of compensation, provided the Attorney shall agree with the automatic 1-year extension on the same terms and provisions contained in the original agreement.

Code Enforcement and Police Department staff, along with the City Attorney have recommended continuing with the agreement renewal. Attorney Kenneth Warnstadt has advised he desires to extend the contract as written with no changes.

BUDGET IMPACT: Funding would be provided through user Department's Line Item Accounts throughout the term of the contract. The contract remains at \$150.00 per hour, with a 2-hour minimum.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider matters of fiscal benefit. The Code of Ordinances, City of Brooksville, Chapter 2, Article III, Division 4, Sec. 2-192, provides for the creation of a code enforcement hearing officer.

STAFF RECOMMENDATION: Staff recommends that City Council continue the agreement with Kenneth L. Warnstadt, Esquire for a 1-year term of September 17, 2014 through September 16, 2015, or give direction to staff.

ATTACHMENTS: Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
CODE ENFORCEMENT HEARING OFFICER/SPECIAL MASTER**

This Agreement made as of this 17th day of September 2012 by and between the City of Brooksville, Florida, a municipal corporation duly organized under the laws of the State of Florida, by and through its duly authorized representative, (the "CITY"), whose address is 201 Howell Avenue, Brooksville, Florida 34601 and KENNETH L. WARNSTADT, Esquire, (the "ATTORNEY"), whose address is Post Office Box 594, Brooksville, Florida, 34605-0594.

In consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the CITY and the ATTORNEY (collectively, the "PARTIES") agree as follows:

ARTICLE 1 – SCOPE OF SERVICES

The ATTORNEY'S responsibility under this Agreement is to serve as the Code Enforcement Hearing Officer/Special Master ("Special Master") pursuant to Fla. Stat. 162, (Special Master shall be synonymous with "Special Magistrate") and pursuant to the terms of the City's Code of Ordinances, as they may be amended from time to time. The Special Master shall have the right to adopt procedures for the conduct of hearings, subpoena violators and witnesses, address admission of evidence, hold hearings, take testimony under oath, consider and decide appeals, decide charged code violations, and issue findings of fact and conclusions of law and draft orders and such other services as are appropriate to implement the responsibilities of a Special Master. The Special Master shall not participate as attorney for the City in any appeal or petition for writ of certiorari of any decision of the Special Master.

Additionally, ATTORNEY shall serve in limited capacity as conflict legal counsel when the City Attorney has a non-waivable conflict of interest regarding any matter before the City Council.

ARTICLE 2 – HEARING SCHEDULE

The ATTORNEY shall preside at either of two types of hearings which shall be scheduled on a regular and recurring basis to be held downtown at City Hall in the City Council Chambers, 201 Howell Avenue, Brooksville, Florida. The date and times for the hearings shall be scheduled by the CITY after consultation with the ATTORNEY, City Attorney, and the Code Enforcement Department. All notices required to be mailed, delivered, posted or served for a code enforcement hearing or a citation appeal shall be prepared and mailed, delivered, posted or served by the CITY. In the event that a scheduled hearing date is cancelled, the CITY shall provide no less than forty-eight (48) hours notice to ATTORNEY.

ARTICLE 3 – CONFLICT OF INTEREST/PROFESSIONAL RESPONSIBILITY

ATTORNEY shall not be prohibited from handling privately retained cases in his or her private practice so long as it does not otherwise interfere with the Special Master obligations under this Agreement. ATTORNEY shall promptly notify CITY of any ethical conflicts that may arise or if for some reason ATTORNEY feels it would be inappropriate for him or her to hear and deliberate any given individual's alleged violation. The ATTORNEY agrees and covenants that he or she shall perform the legal services described herein while at all times complying with the requirements of the Code of Professional Responsibility and the Disciplinary Rules of The Florida

Bar. Any actions by the ATTORNEY or his agents that do not comport with the Code of Professional Responsibility and the Disciplinary Rules of the Florida Bar shall be the sole responsibility and liability of the ATTORNEY.

ARTICLE 4 – COMPENSATION/PAYMENTS

The CITY shall pay to the ATTORNEY for services satisfactorily performed one-hundred fifty dollars (\$150) per hour for each hour or fraction thereof with a minimum of two (2) hours for any scheduled hearing. In the event any scheduled hearing date is cancelled entirely with less than forty-eight (48) hours notice to ATTORNEY, CITY shall pay ATTORNEY a minimum charge of two (2) hours at the rate set forth in this paragraph. The ATTORNEY will invoice the CITY monthly showing time billed in one-tenths (1/10) of an hour increments. The invoice must specify the service performed, including the type of hearing and matter heard, and time spent. The invoices received from the ATTORNEY pursuant to this Agreement will be reviewed and approved by CITY MANAGER, or his or her designee, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment.

ARTICLE 5 – TERM, EXTENSION/RENEWAL AND TERMINATION

This Agreement shall be for a term of one (1) year from the date noted above and may be terminated at any time, with or without cause, after execution with thirty (30) days written notice from either party to the other. Unless the ATTORNEY is in breach of this Agreement, the ATTORNEY shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice, and except as otherwise directed by the CITY, the ATTORNEY shall: (1) preside over any scheduled hearings during the thirty (30) day notice period; (2) complete all duties including, but not limited to rendering written opinions or findings of fact and conclusions of law in any case pending or heard by the Special Master prior to termination; (3) prepare and issue all orders relating to hearings heard prior to termination; and (4) transfer documentation and other material related to the hearing process to the CITY.

In the event written termination notice is not given by either party to this AGREEMENT to the other party at least thirty (30) days prior to the Termination Date as herein provided, this AGREEMENT shall be extended on the same terms and provisions contained herein, and at the same rate of compensation, provided the ATTORNEY shall agree with such an extension of term as herein provided and for an additional one (1) year period. Said AGREEMENT shall continue thereafter for successive one (1) year periods unless either party hereto gives notice as provided herein.

In the event the rate of compensation is renegotiated, or where any other provision or condition as stipulated herein is changed or altered in any manner, then such extension or change of provision or condition shall be memorialized by an addendum, hereto executed by the PARTIES.

ARTICLE 6 – NON-EXCLUSIVITY

This is not an exclusive contract and does not guarantee ATTORNEY will receive a minimum payment each month or that he or she will have cases to be heard each month or duties to perform. Further, CITY reserves the right to hire other individuals as Special Master during the term of this Agreement.

ARTICLE 7 - AUTHORITY TO PRACTICE

The ATTORNEY, by executing this agreement hereby represents and warrants that he or she is fully qualified to perform the function of SPECIAL MASTER as prescribed herein and as set forth in Fla. Stat. 162; and that the ATTORNEY is and will continue to be a member in good standing of The Florida Bar; and has and will maintain all licenses required to perform the services rendered under this Agreement.

ARTICLE 8 - INDEPENDENT CONTRACTOR; FEDERAL AND STATE TAX

The ATTORNEY is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY; and no provisions of the CITY'S personnel policies shall apply to this Agreement. The ATTORNEY shall be responsible for payment of his/her own FICA and Social Security payroll taxes with respect to this Agreement. None of the benefits provided by CITY to its employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance, are available from CITY to the ATTORNEY, or its employees, agents or servants.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

ATTORNEY shall be solely and entirely responsible for his tortious acts and for the tortious acts of his or her agents, employees, or servants during the performance of this Agreement. The ATTORNEY agrees to indemnify and hold harmless the CITY, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of ATTORNEY, his or her agents, or employees during performance under this Agreement. If permitted by law, the Special Master shall be allowed to partake of the benefits of sovereign immunity provided by Section 768.28, Florida Statutes, as it may be amended from time to time.

ARTICLE 10 - NOTICE

All notices, demands, and other writings either required and/or permitted under this Agreement shall be deemed to have been fully given, made, or sent when it is either: (a) prepared in writing and deposited in the United States Mail, postage pre-paid, and properly addressed to the Party to be notified at the address noted below; or (b) actually delivered by a nationally recognized courier service, with receipt thereof by the addressee being acknowledged by an authorized signature. Any notice or disclosure required and/or permitted under this Agreement, and any change of the address and/or identity of a person to be notified shall be made in accordance with the above notice provision, and such notices shall be sent to:

If to ATTORNEY:
KEN WARNSTADT
P.O. Box 594
Brooksville, FL 34605-0594

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

With a Copy To:
City Attorney
c/o The Hogan Law Firm
20 S. Broad Street
Brooksville, FL 34601

ARTICLE 11 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the ATTORNEY and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent. Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. All documents generated by the ATTORNEY for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, or other submission of documentation produced for or as a result of the services performed under this Agreement. The CITY and the ATTORNEY shall comply with the provisions of the Florida Public Records Law.

ARTICLE 12 - ASSIGNMENT, AMENDMENT OR MODIFICATION

The ATTORNEY shall not sell, transfer, assign or otherwise dispose of the AGREEMENT or any portion thereof, or of his or her right, title, or interest therein, without prior written consent of the CITY. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the PARTIES hereto.

ARTICLE 13 - GOVERNING LAW

All questions, issues or disputes arising out of or under this Agreement, shall be governed by the laws of the State of Florida. State jurisdiction is hereby agreed by Party/Parties to be in Hernando County, Florida. Federal jurisdiction is hereby agreed by Party/Parties to be in the Middle District of Florida, and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida; and if either Party elects to bring such action in Hernando County, Florida, Party/Parties waive(s) any and all rights to have this action brought in any place other than Hernando County, Florida, under applicable venue laws. Party/Parties hereby agree(s) that the jurisdiction and venue of all disputes arising out of this Agreement lie in no Court other than those stated above.

ARTICLE 14 - GENERAL

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

agreement. Party/Parties agree(s) that this Agreement is consummated and entered into in Hernando County, Florida.

ARTICLE 15 - SEVERABILITY

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

ARTICLE 16 - ATTORNEYS' FEES

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

IN WITNESS WHEREOF, the Parties hereto, **KENNETH L. WARNSTADT**, and the **CITY OF BROOKSVILLE, FLORIDA**, respectively, have executed and attested this Agreement, and caused their seals to be affixed hereto, effective as of the day and year first above written, for the purposes herein expressed, and with the intent that both they and their respective successors and assigns shall be hereby bound.

Janet Hayward
Witness
Kim Harkin
Witness

By: [Signature]
KENNETH L. WARNSTADT, Esq.
Date signed: 10/16/2012

ATTEST
(Seal)

By: [Signature]
JANICE PETERS, CMC
As its City Clerk
Date signed: 9/18/24

City Of Brooksville, a municipal corporation
of the State of Florida
By: [Signature]
JOSEPH E. JOHNSTON, III
As its Mayor
Date signed: 9/18/24

Approved as to legal form for the reliance of
the City of Brooksville.

By: [Signature]
Thomas S. Hogan, Jr., City Attorney
Date signed: 9/18/24



**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: BID AWARD - TOM VARN PARK PAVILION CONSTRUCTION – BID NO.: PR2014-03
DATE: JULY 25, 2014

[Handwritten signatures]

GENERAL SUMMARY/BACKGROUND: The Park/Facilities Department FY 2014 Budget has funds in the amount of \$30,000 available in Fund 115, Park Impact Fees. These monies are to construct an additional pavilion at Tom Varn Park. The current pavilion located at Tom Varn Park is reserved for birthday parties and family gatherings every Saturday and Sunday throughout the year. This project will provide additional revenues to be generated by having the new pavilion and will allow for more family gatherings at the Park.

On Wednesday, July 9, 2014, staff posted a bid for the aforementioned project. An addendum, Addendum Number 1, was issued on Friday, July 18, 2014. One (1) bid was received and opened on Wednesday, July 23, 2014 as detailed below.

Bidder	Tom Varn Park Pavilion Construction	Total Project Cost
SVIII General Contractors, Inc.	\$31,312	\$31,312

The Park/Facilities Department is requesting Council approve the construction bid for the Tom Varn Park Pavilion Construction – Bid No.: PR2014-03 and award it to SVIII General Contractor, Inc. in a not-to-exceed amount of \$31,312 with the approved budget amendment in the amount of \$1,312.

BUDGET IMPACT: Monies for this project were approved within the FY2014 budget, Fund 115 Parks Impact Fees, account number 115-020-572-55620 (Building and Improvements) in the amount of \$30,000. Additionally, the FY2014 Parks Impact Fees Fund has reserves in the amount of \$17,173.

For the project a FY2014 budget amendment is necessary to cover the additional costs. The budget amendment will increase the expense line 115-020-572-55620 by \$1,312, while decreasing/moving monies in the amount of \$1,312 from the reserve account 115-000-271-30060. This will leave a reserve balance of \$15,861 for the fund.

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

STAFF RECOMMENDATION: Staff recommends award of bid to SVIII General Contractor, Inc. for the not-to-exceed amount of \$31,312, and authorize the Mayor to execute the Agreement for Contractor Services (provided as Attachment 3) on behalf of Council. Staff recommends, with the award of bid to SVIII General Contractor, Inc. approval of the attached budget amendment as outlined within.

ATTACHMENTS:

1. SVIII Bid Certification
2. Bid Opening Minutes
3. SVIII Agreement for Contractor Services
4. Budget Amendment Worksheet

Attachment 1

BID/CERTIFICATION FORM
CITY OF BROOKSVILLE
TOM VARN PARK PAVILION CONSTRUCTION
BID NO.: PR2014-03

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

1. The undersigned warrants that: (A) this Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any), the Minimum Technical Specifications, Plans, Addendum, Exhibits, Agreement, Bonds and Insurance requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Bidder.

2. Please check one:

- Bidder declares that the only person, persons, company or parties interested in this Bid are named in the Bid.
- Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Bidder proposes and agrees to provide all materials, services or equipment required for the City Of Brooksville **TOM VARN PARK PAVILION CONSTRUCTION, BID NO.: PR2014-03**, for the Total Bid Sum of Thirty One Thousand Three Hundred Dollars (\$ 31,312⁰⁰). (Must reflect same total as any itemized attachment(s).)

5. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein and as shown on the plans. 90 DAYS
(Maximum 120 Calendar Days)

6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: # / 7/13

Bidder/Company Name: SVIII General Contractor Inc

Name of Bidder: Sal Viglione III

Business structure: Corporation, () Partnership, () Individual, () Other: _____

If a Partnership: Ø

Name(s) of Partner(s): Ø

If a Corporation: S Corp

Incorporated in State of: FL Date of Incorporation: May 2007

Business Address: 9130 S. Pleasant Grove Rd

City: Inverness State FL Zip 34452

Telephone Number: 852 Fax ()

Submitted By: SAL Viglione III
(Print)

Title: owner

Signature: Sal Viglione III



Barbara M. Chidsey
State of Florida
My Commission Expires 11/13/2017
Commission No. FF 70300

ATTEST: _____
Secretary

By: _____
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of

The foregoing instrument was acknowledged before me this 23rd day of July, 2014, by Salvatore Viglione III, who is personally known to me or who presented FL Drivers License as identification, and who (did) (did not) take an oath.
VA45-780-71-348-0

Barbara M. Chidsey
[Signature of Notary Public]

Barbara M. Chidsey
[Printed, typed or stamped name of Notary Public]

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

Attachment 2

**BID OPENING MINUTES
TOM VARN PARK PAVILION CONSTRUCTION
BID NO.: PR2014-03**

July 23, 2014

1:30 P.M.

A Bid Opening was held at approximately 1:30 p.m. on Wednesday, July 23, 2014, in the City Hall Council Chambers for the TOM VARN PARK PAVILION CONSTRUCTION BID NO: PR2014-03. Janice L. Peters, City Clerk, Mike Walker, Director of Parks, Facilities & Recreation, Sean Kessler, P&R Supervisor, and Ryan Timothy, Deputy City Clerk were in attendance.

City Clerk Peters advised that an Invitation to Bid was published in the Wednesday, July 9, 2014, edition of the Hernando Times with a closing date and time set for 1:30 p.m. on Wednesday, July 23, 2014.

As a result, 1 bid was received, all properly sealed and notated. The bids were to include a Bid Certification Form, Bid Bond or Cashier's Check in the amount of 5%, Public Entity Crime Statement, Drug Free Workplace Form, Conflict of Interest Disclosure Statement, Equipment List, Proof of License Certification and insurance, list of sub-contractors (if applicable), list of references and one signed original with three copies.

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

<u>SV III General Contractor, Inverness, FL</u>	90-Days	<u>\$31,312.00</u>
All required documentation included; Drug Program Implemented		

City Clerk Peters informed bidders that the packets would be further reviewed by staff and their recommendations would be submitted to Council at the August 4, 2014 meeting. The bid opening concluded at 1:34 p.m.

Recording Secretary

Attachment 3

**AGREEMENT FOR CONTRACTOR SERVICES
TOM VARN PARK PAVILION CONSTRUCTION
BID NO.: PR2014-03**

This Agreement made as of this ____ day of, _____, 2014 by and between the **City of Brooksville, Florida** - (the "CITY"), and **SVIII General Contractor, Inc.**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 9130 S. Pleasant Grove Road, Inverness, FL 34452 Phone: (352) 302-7451.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for the **TOM VARN PARK PAVILION CONSTRUCTION BID NO.: PR2014-03**.

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

ARTICLE 2 - SCHEDULE

This contractor shall commence services on _____, 20__ and complete all services by _____, 20__, unless extended by the CITY by issuance of a change order.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed **\$31,312.00**, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.
- B. *The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.*
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

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

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

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

ARTICLE 8 – INSURANCE & BONDS

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

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

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

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

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

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

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least the statutory limit, or provide notarized affidavit of exemption listing relevant statutes. CONTRACTOR shall also purchase any other coverages required by law.

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

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

ARTICLE 9 - EXCUSABLE DELAYS

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

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

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

ARTICLE 11 - ARREARS

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

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

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

Public Records Law. CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Brooksville in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Brooksville and destroy any duplicate exempt or confidential public records.

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

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

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

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

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

ARTICLE 14 - CONTRACT ASSIGNMENT

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

ARTICLE 15 - AMENDMENT

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

ARTICLE 16 - ENFORCEMENT COSTS

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

ARTICLE 17 - AUTHORITY TO PRACTICE

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

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

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

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

ARTICLE 20 - MODIFICATION

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

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

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

ARTICLE 21 - CONTRACT DOCUMENTS

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

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

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

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

ARTICLE 22 - VENUE

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

ARTICLE 23 - NOTICE

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

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

With a copy to: City Attorney

c/o The Hogan Law Firm
P.O. Box 485
Brooksville, Florida 34605

and if sent to the CONTRACTOR shall be mailed to:

SVIII General Contractor, Inc.

9130 D. Pleasant Grove Road

Inverness, FL 34452

Ph: (352) 302-7451

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

CITY CLERK

CITY OF BROOKSVILLE, FLORIDA

Attest: _____
Janice L. Peters, CMC
City Clerk

By: _____
Kevin Hohn, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: _____
Name

Signature

Business Name

By: _____
Signature

Witness: _____
Name

Signature

Print Name and Title

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

THOMAS S. HOGAN, JR., THE HOGAN LAW FIRM, LLC
CITY ATTORNEY

Attachment 4

BUDGET AMENDMENT FORM

Fiscal Year 2013 - 2014

Account Name/Dept	Account Number	Approved Budget FY 2013-14	Increase	Decrease	Amended Budget FY 2013-14
Parks Impact Fees	115 020 572 55620	\$30,000.00	\$1,312.00		\$31,312.00
Reserves	115-000-271-30060	\$17,173.00		\$1,312.00	\$15,861.00
TOTAL		\$47,173.00	\$1,312.00	\$1,312.00	\$47,173.00

Reason for Amendment: To cover entire project cost, Bid No. PR2014-03 in the amount of \$31,312.00

<i>Department Director Signature</i>	<i>Date</i>
<i>Finance Director Signature</i>	<i>Date</i>
<i>City Manager Signature</i>	<i>Date</i>

Approved by City Council, during Regular Session:

Date



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: GEORGE TURNER, POLICE CHIEF
SUBJECT: EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT
(JAG) PROGRAM – COUNTY WIDE 2014/2015
DATE: AUGUST 04, 2014

GENERAL SUMMARY: The 2014/2015 Edward Bryne Memorial Justice Assistance Grant award amount for Hernando County is \$ 64,725. These funds are to be used by local units of government to support approved programs to prevent and control crime and to improve the criminal justice system

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented as well as the agency responsible for such implementation. The Hernando County Board of County Commissioners (BOCC) assumed responsibility as the coordinating unit of government and appointed the Substance Abuse Policy Advisory Board as the county coordinator for this program. The Certification of Participation is filed by the BOCC as required. The Substance Abuse Policy Advisory Board is scheduled to meet on or before August 04, 2014. The tentative recommendation for the 2014/2015 grant awards are projected to be: (to be confirmed, or if needed, revised at the City Council meeting August 04, 2014)

Hernando County Sheriff's Office:	Technology Upgrade:	\$24,363
City of Brooksville Police Department:	Patrol Vehicle purchase:	\$24,362
Court Administration 5 th Judicial Circuit:	H.C. Adult Drug Court	\$16,000

BUDGET IMPACT: Grant award plus auction proceeds from the surplus patrol vehicle will cover cost of new patrol vehicle and emergency equipment. Monies to be budgeted in the FY2015 budget, Fund 118.

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

STAFF RECOMMENDATION: Staff recommends the Brooksville City Council approve and authorize the Mayor to sign the consensus, 51% letter approving the recommendations forwarded by the Substance Abuse Policy Advisory Board, and approve the City Manager to sign the Application for Funding as the Authorizing Official of Government Unit/Designated Representative of the City of Brooksville for both the application as well as the acceptance of the grant award.

ATTACHMENT: Grant Program Information and Announcement
Brooksville Police Department Preliminary Funding Application



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

Cardy - Bondi's Agency

July 10, 2014

The Honorable Wayne Dukes
Chairman, Hernando County
Board of Commissioners
20 North Main Street, Room 263
Brooksville, FL 34601

RECEIVED
BOARD OF COUNTY CLERK
HERNANDO COUNTY
2014 JUL 14 PM 3:02

Re: Federal Fiscal Year (FFY) 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – JAG Countywide – State Solicitation

Dear Chairman Dukes:

The Florida Department of Law Enforcement (FDLE) anticipates an award from the United States Department of Justice for FFY 2014 JAG funds. FDLE will distribute these funds in accordance with the JAG Countywide distribution provisions of Chapter 11D-9, Florida Administrative Code.

FDLE has set aside \$64,725 funds for use by all units of government within Hernando County. Enclosed are the following documents to assist your county with the strategic planning and allocation process.

- JAG-Countywide Program Announcement & Application Instructions
- JAG-Countywide Project Timeline
- JAG-Countywide Application Checklist
- Certificate of Participation

The enclosed Program Announcement provides an overview of these funds which can be used by local units of government to support a broad range of activities to prevent and control crime and to improve the criminal justice system. Please note the Program Announcement includes information from the U.S. Department of Justice relating several areas of national focus and its priorities to help maximize the effectiveness of the Byrne/JAG funding.

The Application Instructions provide an overview of requirements for submitting the JAG-Countywide request for funding through FDLE's on-line grant management system (SIMON). JAG-Countywide documents are also located online at <http://www.fdle.state.fl.us/content/Grants/JAGC2015.aspx>

As a condition of participation in this program, the units of government in each county must reach a consensus concerning the expenditure of these funds. This consensus must include the projects to be implemented, as well as the agency responsible for such implementation. Developing such consensus will require someone to exercise leadership and assume a coordinating role in the development of applications for these funds.

The Honorable Wayne Dukes
July 10, 2014
Page Two

FDLE recommends the Board of County Commissioners assume this responsibility. In the event the county declines to serve in this capacity, the Department will request the governing body of each municipality in the county, in descending order of population, to serve as the coordinating unit of government.

The enclosed Certificate of Participation form requests the identification of an individual coordinator. We will send this individual further information regarding the application process in FDLE's online grant management system.

The information provided for this year's award process is similar to those provided in previous years, but contain substantial revision based on new state and federal requirements for subawards involving federal grant funds. Please review all information and ensure the designated County Coordinator forwards all relevant program and application information to applicable JAG Project Directors within your county.

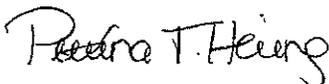
Please complete the enclosed Certificate of Participation and return it as soon as possible to:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Attention: Petrina Herring, Administrator
2331 Phillips Road
Tallahassee, Florida 32308

FDLE does not discriminate, and prohibits subgrant recipients from discriminating, on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.

We look forward to working with you. Please contact me at (850) 617-1250 with any questions or for further assistance regarding the JAG Program.

Sincerely,



Petrina T. Herring
Administrator

PTH/mk

Enclosure

cc: Mayors in Hernando County
Law Enforcement Agencies in Hernando County
Current JAG Project Directors in Hernando County

HERNANDO COUNTY SUBSTANCE ABUSE POLICY ADVISORY BOARD

PRELIMINARY FUNDING APPLICATION

Applicant should become familiar with grant requirements prior to completion of Preliminary Funding Application. Application must be completed in its entirety. Application will not be considered if incomplete.

Program Name	Patrol Vehicle Replacement Program	
Implementing Agency	City of Brooksville	
Project Director	Captain Richard Hankins	
Goals	The goal of the program is the purchase (1) marked patrol vehicle.	
Project Narrative	<p>The City of Brooksville seeks to obtain the State Solicitation to purchase (1) marked patrol vehicle. The existing economic environment within the State of Florida; continues to have a severe backlash on the fiduciary picture in the City of Brooksville.</p> <p>The City relies on grant funding to replace worn and high mileage vehicles which are used for patrol functions.</p>	
Brief Description of Services	Upon notification of grant award, the Brooksville Police Department will immediately enter into a contract for the purchase of one police cruiser/4 door sedan w/equipment consistent with the requirements of the award. The patrol vehicle will be assigned to the patrol division and respond to calls for service and criminal offenses within the City of Brooksville.	
Is Program in Existence	√ Yes <input type="checkbox"/> No	
Estimated Start Up Time	October 1, 2014	
Duration of Project	12 months	
Name of Agency to Provide Funding After End of Grant Period	City of Brooksville	
PROPOSED BUDGET: \$24,362.00		
Salaries & Benefits		\$
Contract Services		
Expenses		
Operating Capital		\$24,362.00
Data Processing		
Indirect Costs		
TOTAL		\$24,362.00

Signature

Date

Title

Completed applications should be submitted to:

Clerk of Circuit Court
Attn: Jenine Wimer, Director of Administrative Services
20 N. Main Street, Room 131
Brooksville, Florida 34601

If you have any questions, please call (352) 540-6208.



AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCILMEN

FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER 

SUBJECT: INTERLOCAL AGREEMENT BETWEEN THE CITY OF
BROOKSVILLE AND THE HERNANDO COUNTY SCHOOL
BOARD AND HERNANDO COUNTY BOARD OF COUNTY
COMMISSIONERS PERTAINING TO SHARED DISTRIBUTION
AND USE OF ONE CENT LOCAL GOVERNMENT
INFRASTRUCTURE SURTAX

DATE: JULY 30, 2014

GENERAL SUMMARY/BACKGROUND: The attached Interlocal Agreement is related to the proposed infrastructure sales tax referendum to be held as part of the November General Election. This proposed agreement establishes the funding distribution of 50% for School Board, and 50% distributed among the County and the City in accordance with the distribution formula contained in Florida Statutes 218.62.

The Interlocal Agreement was approved by the Board of County Commissioners on July 22nd and by the Hernando County School Board on July 29th.

BUDGET IMPACT: The Interlocal Agreement will have a financial impact only if the majority of the voters of Hernando County support implementation of the one cent local government infrastructure surtax.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take action on matters of intergovernmental benefit. The Hogan Law Firm worked closely with the attorneys from both the School Board and the Board of County Commissioners in creating the proposed Agreement.

STAFF RECOMMENDATION: Staff recommends the approval of the attached Interlocal Agreement, related to the proposed infrastructure sales tax referendum, including distribution of proceeds.

ATTACHMENTS: Interlocal Agreement

**INTERLOCAL AGREEMENT AMONG HERNANDO COUNTY, CITY OF
BROOKSVILLE, AND DISTRICT SCHOOL BOARD FOR DISTRIBUTION OF
PROCEEDS FROM THE INFRASTRUCTURE SURTAX PROCEEDS**

THIS INTERLOCAL AGREEMENT is among Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the City of Brooksville (hereinafter referred to as the "City"), and the Hernando County School Board (hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, Section 212.055(2), Florida Statutes, provides the County with the authority to levy, in addition to other taxes allowed by law, a local government infrastructure surtax (hereinafter referred to as the "surtax") pursuant to an ordinance enacted by the Board of County Commissioners and approved by a majority of the electors of the County; and

WHEREAS, the City is located within Hernando County, Florida and is eligible to receive a portion of the surtax's proceeds, and represents a majority of the County's municipal population and desires to jointly establish with the County the distribution percentages for the proceeds of the surtax pursuant to Section 212.055 (2)(c)1., Florida Statutes; and

WHEREAS, Section 212.055(2)(c)1, Florida Statutes, provides that this Interlocal Agreement may include a school district with the consent of the county governing authority and the governing bodies of the municipalities representing a majority of the county's municipal population; and

WHEREAS, the City of Weeki Wachee ("Weeki Wachee"), with a current estimated population of three residents, would be entitled to a distribution of the surtax equal to approximately \$1.00 per year applying the distribution formula set forth in Section 212.055(2), Florida Statutes, and assuming the distribution to the District as set forth in Section 3 hereof; such de minimus amount

would be insufficient for Weeki Wachee to produce meaningful infrastructure projects; Weeki Wachee and its residents will benefit from many of the capital improvements expected to be funded with proceeds of the surtax; and it would be an administrative burden for the parties hereto, Weeki Wachee and the State of Florida Department of Revenue (the "Department") to account for and distribute such amount to Weeki Wachee each year; and

WHEREAS, the Board of County Commissioners enacted Ordinance No. ²⁰¹⁴⁻15 on July 22, 2014 (the "Ordinance"), approving the levy of the surtax and calling for a referendum election to be held on November 4, 2014, with respect to the levy of the surtax; and

WHEREAS, pursuant to the aforesaid enactments, the County and the City, in anticipation of the levy of the surtax, consent to the District receiving a portion of the surtax proceeds and desire to establish by this Interlocal Agreement the distribution percentages for dividing the surtax proceeds among the County, the City, and the District; and

WHEREAS, Section 212.055(2)(b), Florida Statutes, provides that a brief general description of the projects to be funded by the surtax shall be placed on the ballot; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to Section 163.01, et seq., Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", and Section 212.055(2), Florida Statutes, the parties hereto agree as follows:

1. Recitals. The above-stated recitals are incorporated herein by reference.
2. Purpose. This Agreement is intended to consent to the District receiving a portion of the surtax proceeds and to provide for the distribution percentages for the proceeds of the surtax among the County, the City, and the District.

3. Consent. The parties hereto consent to placing the local government infrastructure surtax referendum question on the ballot at the November 4, 2014, election.

4. Distribution of Surtax Proceeds. The surtax proceeds shall be distributed by the Department on a monthly basis. The School District shall receive fifty percent (50%) of all surtax proceeds. The Department shall divide the remaining fifty percent (50%) between the County and the City pursuant to the formula provided for in Section 218.62, Florida Statutes, as that statute may be amended from time to time.

5. Modifications to Distribution Formula Between the City and the County. Throughout the duration of the levy of the surtax, the governing bodies of the County and the City may jointly meet and each agree in writing to a redistribution of the 50% of the surtax proceeds allotted to them. In such an event, the Ordinance and this interlocal agreement shall be amended to reflect the agreed upon change. Prior to the effectiveness of any change to the distribution formula, the County shall provide written notice to the Department as required by Section 212.055(2), Florida Statutes. Unless specifically agreed to otherwise, the distribution allocations set forth in Section 4 of this interlocal agreement, percentages listed above shall remain the same and in effect from January 1, 2015 to December 31, 2024.

6. Use of Proceeds. No later than October 1, 2014, the parties shall each adopt by resolution a brief general description of projects that will be funded from the surtax proceeds for the period of the tax through December 31, 2024. Each party may, from time to time, subsequently amend their respective resolutions to identify additional projects which may be funded from the proceeds of the sales surtax, or to amend or delete previously approved projects.

7. Term. This Interlocal Agreement shall take effect upon execution by the last of the parties. This Interlocal Agreement shall remain in full force and effect so long as the surtax is in effect and levied in accordance with the terms of the County's Ordinance. The levy of the surtax shall commence on January 1, 2015, provided a majority of the electors in the County approve the levy of the surtax at a referendum called for such purpose.

8. Amendments to Agreement. Notwithstanding any other provision, this Agreement may be amended in writing with the consent of all the parties.

9. Counterparts. This agreement may be executed in multiple counterparts, all of which taken together shall constitute the document.

10. Florida Department of Revenue. The County shall provide the Department with a copy of this Agreement and any additional information required by the Department to establish the allocations.

11. Filing with Clerk of the Court. A copy of this Agreement and all subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of Hernando County, Florida, upon its execution by all parties hereto.

12. Entire Agreement. This Agreement is the entire agreement between the parties and all understandings and agreements are incorporated in this Agreement. This Agreement supersedes any prior agreements between the parties relating to the local government infrastructure surtax.

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereunto have executed the foregoing agreement on the 22 day of JULY, 2014.

[SEAL]

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**



Donald C. Barbée, Jr.
DONALD C. BARBEE, JR.
Clerk

By:

Wayne Dukes
WAYNE DUKES
Chairman

Date

Approved for Form and Legal Sufficiency

[Signature]
Deputy County Attorney

[SEAL]

CITY OF BROOKSVILLE

ATTEST:

Janice L. Peters, CMC
City Clerk

By:

KEVIN HOHN
Mayor

Date

Approved for Form and Legal Sufficiency

City Attorney

[SEAL]

ATTEST:

**SCHOOL BOARD OF HERNANDO COUNTY,
FLORIDA, ACTING AS THE GOVERNING
BODY OF THE HERNANDO COUNTY
SCHOOL DISTRICT**

Lori M. Romano, Ph.D.
Superintendent/Ex-Officio Secretary

By:

GUS GUADAGNINO Date
Board Chairperson

Approved for Form and Legal Sufficiency

Dennis J. Alfonso
General Counsel

CORRESPONDENCE-TO-NOTE
REGULAR COUNCIL MEETING – August 4, 2014

1. **TYPE:** Letter
 DATED: July 17, 2014
 RECEIVED FROM: Southern Hills Plantation II Community Development District
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: FY2014/15 Meeting Schedule

2. **TYPE:** Letter
 DATED: July 18, 2014
 RECEIVED FROM: Southern Hills Plantation II Community Development District
 ADDRESSED TO: T. Jennene Norman-Vacha, City Manager
 SUBJECT: FY2014/15 Final Adopted Budget

①

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

July 17, 2014

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

Re: Southern Hills Plantation II Community Development District
Fiscal Year 2014/2015 Meeting Schedule

Enclosed is a copy of Resolution 2014-06, designating dates, time and location for the regular meetings of the Board of Supervisors for Southern Hills Plantation II Community Development District for Fiscal Year 2014/2015, in accordance with Section 189.417(1) of the Florida Statutes.

Sincerely,



Scott Brizendine
District Manager

Enclosure: Resolution 2014-06

CTN
08.04.14
JW

RESOLUTION 2014-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Southern Hills Plantation II Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hernando County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT:

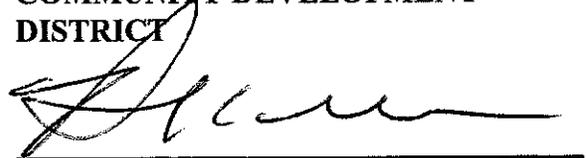
Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.417(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Pasco County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 17TH DAY OF JULY, 2014.

**SOUTHERN HILLS PLANTATION II
COMMUNITY DEVELOPMENT
DISTRICT**



CHAIRMAN/VICE CHAIRMAN

ATTEST:



SECRETARY/ASST. SECRETARY

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2014/2015

October 16, 2014
February 19, 2015
June 18, 2015
August 20, 2015

All meetings will convene at 10:00 a.m. (or immediately thereafter the adjournment of the Southern Hills Plantation III Meeting) at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601.

②

SOUTHERN HILLS PLANTATION II COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

July 18, 2014

08-04-14 P12:15 RCVD

City Manager
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601-2041

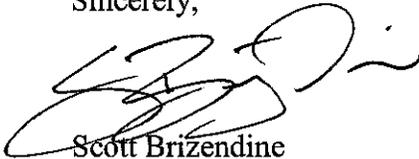
Re: Southern Hills Plantation II Community Development District
Final Adopted Fiscal Year 2014/2015 Budget

Dear Sir/Madam:

Enclosed please find the Fiscal Year 2014/2015 budget (the "Final Adopted Budget") approved by the Board of Supervisors of the Southern Hills Plantation II Community Development District (the "Board"). Transmittal of the enclosed Final Adopted Budget is being made for purposes of disclosure and information, in accordance with the requirement set forth in Section 190.008(b), *Florida Statutes*, and posting on the website of Hernando County (at least 30 days after adoption) pursuant to Section 189.418(4), *Florida Statutes*.

Should you have any questions, please do not hesitate to contact me at your earliest convenience.

Sincerely,



Scott Brizendine
District Manager

Cc: Lance Ponton, Chairman
Mark Straley, District Counsel

CTN
08-04-14
JMN

**Southern Hills Plantation II
Community Development District
General Fund Budget
Fiscal Year 2014/2015**

Chart of Accounts Classification	Budget for 2014/2015
1	
2 REVENUES	
3 Special Assessments	
4 Tax Roll	\$ 17,596
5 Off Roll	\$ 66,299
6 TOTAL REVENUES	\$ 83,895
7	
8 EXPENDITURES - ADMINISTRATIVE	
9 Legislative	
10 Supervisor Fees	\$ 1,600
11 Financial & Administrative	
12 District Management	\$ 12,000
13 District Engineer	\$ 2,500
14 Disclosure Report	\$ 5,000
15 Trustees Fees	\$ 3,500
16 Auditing Services	\$ 3,400
17 Arbitrage Rebate Calculation	\$ 650
18 Public Officials Liability Insurance	\$ 3,774
19 Legal Advertising	\$ 500
20 Bank Fees	\$ 310
21 Dues, Licenses & Fees	\$ 175
22 Legal Counsel	
23 District Counsel	\$ 4,000
24 Administrative Subtotal	\$ 37,409
25	
26 EXPENDITURES - FIELD OPERATIONS	
27 Electric Utility Services	
28 Street Lights	\$ 16,525
29 Stormwater Control	
30 Aquatic Maintenance	\$ 904
31 Other Physical Environment	
32 General Liability Insurance	\$ 549
33 Entry & Walls Maintenance	\$ 600
34 Landscape Maintenance	\$ 16,908
35 Irrigation Repairs & Maintenance	\$ 3,500
36 Landscape Replacement Plants, Shrubs, Trees, Mulch	\$ 5,000
37 Contingency	
38 Miscellaneous Contingency	\$ 2,500
39 Field Operations Subtotal	\$ 46,486
40 Contingency for County TRIM Notice	
41 TOTAL EXPENDITURES	\$ 83,895
42	
43 EXCESS OF REVENUES OVER EXPENDITURES	\$ 0

Budget Template
Southern Hills Plantation II Community Development District
Debt Service
Fiscal Year 2014/2015

Chart of Accounts Classification	Series 2004	Budget for 2014/2015
REVENUES		
Special Assessments		
Net Special Assessments ^{(1) (2)}	\$ 251,027.05	\$ 251,027.05
TOTAL REVENUES	\$ 251,027.05	\$ 251,027.05
EXPENDITURES		
Administrative		
Financial & Administrative		
Bank Fees		0
Debt Service Obligation	\$ 251,027.05	\$ 251,027.05
Administrative Subtotal	\$ 251,027.05	\$ 251,027.05
TOTAL EXPENDITURES	\$ 251,027.05	\$ 251,027.05
EXCESS OF REVENUES OVER EXPENDITURES	0	0

Collection and Discount % applicable to the county: 8.0%

Gross assessments \$ 272,855.49

Notes:

Tax Roll Collection Costs for Hernando County is 8.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

⁽²⁾ Amounts reduced to reflect acceleration of certain assessments.

SOUTHERN HILLS PLANTATION II

FISCAL YEAR 2014/2015 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET \$83,895.00
 COLLECTION COSTS @ 8.0% \$7,295.22
 TOTAL O&M ASSESSMENT \$91,190.22

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				TOTAL DEBT SERVICE ASSESSMENT	PER LOT ANNUAL ASSESSMENT		
	O&M SERVICE (1)	DEBT SERVICE	EAU FACTOR	EAU'S	% TOTAL EAU'S	O&M BUDGET		O&M SERVICE	DEBT SERVICE (2) (4)	TOTAL (3)
<u>Platted Parcels</u>										
Single Family	382	356	1.00	382.00	41.30%	\$37,659.10	\$108,049.56	\$303.51	\$402.09	
<u>Platted Parcels</u>	<u>382</u>	<u>356</u>		<u>382.00</u>	<u>41.30%</u>	<u>\$37,659.10</u>	<u>\$108,049.56</u>			
<u>Unplatted Lands</u>										
<u>Planned Units</u>										
<u>Unplat Single Family</u>	543	543	1.00	543.00	58.70%	\$53,531.12	\$164,805.93	\$303.51	\$402.09	
<u>Unplatted Lands</u>	<u>543</u>	<u>543</u>		<u>543.00</u>	<u>58.70%</u>	<u>\$53,531.12</u>	<u>\$164,805.93</u>			
<u>Total District</u>	<u>925</u>	<u>899</u>		<u>925.00</u>	<u>100.00%</u>	<u>\$91,190.22</u>	<u>\$272,855.49</u>			
LESS: Hernando County Collection Costs and Early Payment Discount Costs (\$21,828.44)										
<u>Net Revenue to be Collected</u>						<u>(\$7,295.22)</u>	<u>\$251,027.05</u>			
UNPLAT BY ACREAGE 239.00 239.00 \$53,531.12 \$164,805.93										
PER ACRE ASSESSMENTS - UNPLATTED O&M \$223.98 DEBT \$689.56 TOTAL \$913.54										

(1) Reflects the number of total lots with Series 2004A debt outstanding. Some parcels may be subject to acceleration of Debt Service assessments.

(2) Annual debt service assessment per lot adopted in connection with the Series 2004A bond issue. Annual assessment includes principal, interest, Hernando County collection costs and early payment discount costs.

(3) Annual assessment that will appear on November 2014 Hernando County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

(4) Increased per lot annual debt service assessment by 2% to account for Hernando County increase in collection cost from 2% to 4%.

Southern Hills Plantation II Community Development District

FISCAL YEAR 2014/2015 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2014/2015 O&M Budget	\$83,895.00
Hernando Co. 8% Collection Cost:	\$7,295.22
2014/2015 Total:	<u>\$91,190.22</u>

2013/2014 O&M Budget	\$87,349.00
2014/2015 O&M Budget	\$83,895.00
Total Difference:	<u><u>-\$3,454.00</u></u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2013/2014	2014/2015	\$	%
Debt Service - Single Family	\$303.51	\$303.51	\$0.00	0.00%
Operations/Maintenance - Single Family	\$102.64	\$98.58	-\$4.06	-3.96%
Total	\$406.15	\$402.09	-\$4.06	-1.00%