

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

**AGENDA**

September 15, 2014

7:00 P.M.

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. PRESENTATION & REQUESTS FOR WAIVERS**

**1. Fee Waiver Policy 3-2012**

Consideration of amendment to the Fee Waiver Policy.

Presentation:	City Manager
Recommendation:	Approval of Amendment
Attachments:	Memo from City Manager dated 9/10/14; Policy

**2. Bluesapalooza Music Festival Fee Waiver Request**

Consideration of request for fee waiver in the amount of \$351.20 for the event scheduled for September 20, 2014.

Presentation:	Event Organizer
Recommendation:	Direction to Staff
Attachments:	Memo from City Clerk dated 09/10/14, E-mail Request for Waiver, Street Closure Permit and Map, Fee Waiver Spreadsheet, Budget Amendment Form

**3. Veteran's Appreciation Parade Fee Waiver Request**

Consideration of request for fee waiver in the amount of \$413.08 for the annual Veteran's Appreciation Parade scheduled for November 8, 2014.

Presentation:	Event Organizer
Recommendation:	Direction to Staff
Attachments:	Memo from City Clerk dated 09/10/14, E-mail from Hernando County Risk Mgmt. Coordinator dated 08/11/14, Street Closure Permit and Map

# REGULAR COUNCIL MEETING AGENDA – September 15, 2014

## D. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS

1. **Constitution Week Proclamation**

Proclamation in honor of the 59<sup>th</sup> Annual Constitution Week to be presented to representatives of the Daughters of the American Revolution.

Presentation: Mayor  
Attachment: Proclamation

2. **Charter Ballot Amendment**

Update on the Charter Ballot Amendment issue.

Presentation: City Attorney

## E. CITIZEN INPUT

## F. CONSENT AGENDA

1. **Revised FDOT Traffic Signal Maintenance and Compensation Agreement**

Consideration of revised agreement effective July 1, 2014 through June 30, 2015.

2. **Rising Sun Bistro & Market Special Revocable License Agreement**

Consideration of Special Revocable License Agreement with owners of Rising Sun Bistro & Market, for use of sidewalk in front of the business located at 10 S. Main St. and adjacent building (Patricia's Boutique) for placement of tables and chairs for a 10-year term, with automatic 5 year renewal terms.

3. **Hernando Youth League (HYL) Agreement**

Consideration of the continuance of the user agreement with HYL for a 1-year term through October 3, 2015.

4. **Employee Healthcare Benefit Coverage Renewals**

Consideration for renewal of employee healthcare benefit insurance coverage for FY2015.

5. **Interlocal Agreement - Technology Services**

Consideration for revised interlocal agreement with Hernando County Board of County Commissioners for Technology Services.

### CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda  
Action: Motion to Approve  
Attachments: 1) Memo from Director of Public Works dated 08/25/14, Agreement, Bid Certification Form; 3) Memo from City Planner dated 09/15/14; 4) Memo from Memo from Human Resources Specialist dated 09/04/14; 5) Memo from City Manager dated 09/11/14, Agreement

## REGULAR COUNCIL MEETING AGENDA – September 15, 2014

### G. PUBLIC HEARING

- Entry of Proof of Publication into the Record

#### 1. Resolution No. 2014-15 - Penny for Projects Initiatives

Consideration of a resolution establishing an initial list of City projects pertaining to the shared distribution and use of the one-cent local government infrastructure surtax.

Presentation: Director of Community Development  
Recommendation: Approval of Resolution No. 2014-15 upon roll-call-vote following public input  
Attachments: Memo from Director of Community Development 09/08/14, Proposed Resolution, Summary Worksheet for each Project, Hernando County Ordinance No. 2014-15, Three-Party Interlocal Agreement

#### 2. Ordinance No. 841 - Budget Amendment for Fiscal Year 2015

Consideration of an Ordinance to amend the current year, Fiscal Year 2015 budget in order to close Special Revenue Funds due to their non-compliance with GASB 54 criteria. [First Reading 08/18/14]

Presentation: Assistant Finance Director  
Recommendation: Approval of Ordinance upon **second reading** upon roll-call vote  
Attachments: Memo from Assistant Finance Director dated 09/02/14, Ordinance No. 841

### H. REGULAR AGENDA

#### 1. Resolution No. 2014-14 – Florida Department of Transportation (FDOT) – Annual Veteran’s Appreciation Parade Route.

Consideration of approval of Resolution supporting the Annual Veteran’s Appreciation Parade route and closing of State Road 50/Jefferson Street and U.S. Highway 41/Broad Street on November 8, 2014.

Presentation: City Clerk  
Recommendation: Approval of Resolution No. 2014-14 upon roll-call-vote  
Attachments: Memo from City Clerk dated 09/04/14, Proposed Resolution, State of Florida Road Closure Application

### I. ADJOURN TO COMMUNITY REDEVELOPMENT AGENCY MEETING

### J. RECONVENE REGULAR COUNCIL MEETING

### K. CITIZEN INPUT

## REGULAR COUNCIL MEETING AGENDA – September 15, 2014

L. ITEMS BY COUNCIL

M. ADJOURNMENT

### CORRESPONDENCE TO NOTE

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

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



**AGENDA ITEM  
MEMORANDUM**

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

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

**SUBJECT: SPECIAL EVENT FEE WAIVER POLICY NO. 3-2012**

**DATE: September 10, 2014**

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**GENERAL INFORMATION:** During the Fee Waiver workshop on September 9, 2014, Council consensus was to update the existing Fee Waiver Policy. Council requested that Section 2-B (reference to fee waiver amounts) be immediately adjusted to reflect a 50% City cost sharing. Section 2-B is proposed as follows:

- B. Applicants may request a ~~full or partial~~ Fee Waiver of up to 50% of City required Special Event Permit Fees. A request for a Fee Waiver must be submitted with a Special Event permit application. The City may, in its discretion, approve all, part, or none of a Fee Waiver request. The following will be considered in review of a request for a Fee Waiver:

Staff has prepared an amended Special Event Fee Waiver Policy for your consideration and is provided as attached, referencing the change above.

Staff will return with further updates as directed by Council.

**BUDGET IMPACT:** The adoption of this amended Policy does not create a budget impact; however, if the Policy is adopted as amended, subsequent Fee Waivers that would be approved by City Council would have an impact to the budget. Fee Waiver funding in the amount of \$10,000 is currently allocated within the tentative General Fund budget for Fiscal Year 2015, line item 001-010-511-59901.

**LEGAL NOTE:** The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes to consider matters of fiscal responsibility.

**STAFF RECOMMENDATION:** Staff recommends that the City Council review the amended Policy and provide approval of the amendment.

**ATTACHMENT:** Policy 3-2012

## **Special Event Fee Waiver Policy**

### **Section 1. Definitions**

**“Fee Waiver”** is a waiver of city fees for providing a service or facility use.

**“Special Event”** is any private activity conducted wholly or partly on public property that requires the use of city services, such as closure of a street or park, or provision of traffic control, or other services. Special Event includes, but is not limited to, a parade, festival, exposition, show, sale, party, or other similar activity. Special Event also includes events on private or other public property for which the City provides services.

**“Special Event Permit Fees”** are based on the actual costs of the City providing the service requested, and may include personnel, benefit costs, facility fees and equipment costs.

### **Section 2. Special Event Fees and Waivers**

- A. Fee Waiver funding is available as determined at the sole discretion of the City Council.
- B. Applicants may request a ~~full or partial~~ Fee Waiver of up to 50% of City required Special Event Permit Fees. A request for a Fee Waiver must be submitted with a Special Event permit application. The City may, in its discretion, approve all, part, or none of a Fee Waiver request. The following will be considered in review of a request for a Fee Waiver:
  - 1. The event must be held within the city boundaries and is a benefit to the community.
  - 2. The event is open to the public. Preference will be given to those events where all or a majority of activities (75 percent or more) are available at no cost to attendees.
  - 3. The event is supported by business, community and/or service groups. Preference will be given to events that have been coordinated with and supported by business, community and/or service groups within the specific city area where the event will take place.
  - 4. The event creates a positive impact for the city’s citizens and/or local businesses.

5. The event creates positive publicity for the city.
  6. The City's cost of providing services for/to the event.
  7. Whether there are revenues that can be used to offset the impact of a Fee Waiver on the city's General Fund. The City Council will give greater consideration for those events that demonstrate that the Fee Waiver will allow the event to become more self-sustaining in future years.
  8. The City Council will give greater consideration to those events that promote education, public health, public safety or provide a service to mankind.
  9. Whether the event is operated by a non-profit organization.
  10. No partisan political events will be authorized for fee waiver.
- C. Unless waived, all fees required for the Special Event must be paid prior to the issuance of a permit. In no event, will the Fee Waiver be more than the City's cost of providing service for the event.

### **Section 3. Special Event Applications**

- A. All persons who wish to conduct a Special Event must complete and submit an application form to the City Clerk. Event organizers should submit completed application no less than 30 days prior to event. Special Event application forms are available on the City's website at [www.cityofbrooksville.us](http://www.cityofbrooksville.us) and in person from the City Clerk. Special Event permit applications shall be reviewed by the City Manager following the procedures and standards of this Policy. If a Fee Waiver is requested, the completed application and Fee Waiver request will be forwarded to the City Council for consideration.
- B. Applications deemed incomplete will be denied if details about the Special Event are insufficient for staff to properly analyze and determine the impact on city services, or if submitted with insufficient time to allow for city staff to evaluate the impact and coordinate the city services required to allow the event to proceed.
- C. Applications must include evidence of compliance with required permits from other governmental agencies (e.g., health department, liquor license, etc.), as may be requested by the City.

- D. Special Event organizers will be required to maintain liability insurance for the event in an amount deemed acceptable by the City Manager, with the City named as an additional insured. Minimum insurance requirements will include commercial general liability coverage in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Insurance must be placed with Florida admitted insurers rated B+ or better by A.M. Best's rating service. Documentation of insurance will be required at least three (3) business days prior to the event.
- E. The City Manager is delegated the authority to establish rules, procedures, and policies to implement and support this Policy and to develop application forms and other standard materials to be used in the application process.

#### **Section 4. Approval/Denial of Special Event Permit**

- A. The completed application will be reviewed by appropriate department director. The applicant may be required to provide additional information. Denied applications may be amended and resubmitted.
- B. Reasons for denial of a Special Event permit include, but are not limited to:
  - 1. The City lacks the resources to provide the services that are required for the event.
  - 2. A requested facility or site is not available at the time requested.
  - 3. The event requests use of city streets at a time, or for a duration, that would create too great an impact on the public transportation system, city traffic or public safety.
  - 4. The applicant submitted false information in connection with the application.
  - 5. The applicant has failed to complete all aspects of the application and/or provide insurance certificates in the amounts stated in Section 3. D. of this policy.
- C. If the Special Event application is approved and no Fee Waiver has been approved, the City Clerk will collect the appropriate fee before issuing the permit. If the Special Event application is approved and a Fee Waiver has been approved in full or part, the City Clerk will issue the permit after the collection of remaining fees due, if any.

- D. If the Special Event application is denied, the City Clerk will notify the applicant orally immediately and in writing within 3 days, giving the reason for denial. If time permits, the applicant may correct the reasons for denial and resubmit the application for approval. If an applicant is again denied a permit, the applicant may appeal the denial, within 14 days of the date of the written denial by filing a written notice of appeal with the City Manager. The appeal shall be heard at the next available meeting of the City Council, following the date the appeal is filed. The appeal shall be decided by the City Council and is final.

## **Section 5. Effectiveness of Special Event Permit**

Special Events shall be approved for only the specified dates, times, and locations stated in the permit.

## **Section 6. Violation of a Special Event Permit**

- A. Any event subject to the provisions of this Policy that is staged without complying with all conditions of this Policy shall be subject to closure.
- B. The City may revoke a permit if it is determined by the City Manager that the event is being operated in violation of the Brooksville Municipal Code.
- C. The City may revoke a permit and/or apply a fine of up to \$500 per day if it determines an applicant has violated this Policy.

**APPROVED BY CITY COUNCIL: October 15, 2012**

**Amended \_\_\_\_\_**

**CERTIFIED POLICY NO. 3-2012:**

**s/T. Jennene Norman-Vacha**

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



**AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER   
**FROM:** JANICE L. PETERS, CMC, CITY CLERK   
**SUBJECT:** BLUESAPALOOZA MUSIC FESTIVAL FEE WAIVER REQUEST  
**DATE:** September 10, 2014

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**GENERAL INFORMATION:** The Bluesapalooza Music Festival, sponsored by Hernando County's Recreation Department, is scheduled for Saturday, September 20, 2014, in downtown Brooksville at the Bandshell. Event coordinators are requesting that City Council waive the fees associated with the event in the amount of \$351.20. The Certificate of Insurance will be provided prior to the event.

**BUDGET IMPACT:** In the City Council Special Events line item no. 001-010-511-59901, City Council had originally budgeted \$7,000 annually for Fiscal Year 2014 Special Events. City Council to date has approved Special Event waiver requests in the amount of \$24,388.97 (including prior approval of \$17,388.97 released from Reserve Contingencies) as reflected Fee Waiver Spreadsheet provided as Attachment 3. Should Council desire to approve this fee waiver request, monies would need to be released from General Fund - Reserve Contingencies (001-000-284-30010) in the amount of \$351.20 and applied to the City Council's Special Event line item (001-010-511-59901). The current balance for Reserve Contingencies is \$299,282. A budget amendment reflecting this release has been prepared and attached for consideration/approval.

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

**STAFF RECOMMENDATION:** Direction from Council

**ATTACHMENT:**

1. E-mail Request for Waiver
2. Street Closure Permit & Map
3. Fee Waiver Spreadsheet
4. Budget Amendment Form

# Attachment 1

## Janice Peters

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**From:** Harry Johnson  
**Sent:** Thursday, September 11, 2014 9:16 AM  
**To:** Janice Peters  
**Cc:** Christie Williams; Harry Johnson  
**Subject:** Waiver Request  
**Attachments:** image001.gif

Janice, I am taking the email approach to this as I am out of the office all day today as is Christie Williams who is at Leadership Hernando all day at CEMEX.

Hernando County Parks and Recreation is requesting the City Of Brooksville to waive the fees associated with the Up-coming Bluesapalooza Music Festival on September 20, 2014. Fees requested to be consider would be off-duty police offers and street closers of two block area around Hernando Park.

I understand that the City is re-evaluating the policy for consideration of 50% waiver and we would appreciate what ever help would be considered by the City Council.

Sincerely,

Harry Johnson

Harry Johnson  
Recreation Coordinator  
Hernando County Recreation Department  
205 East Fort Dade Ave  
Brooksville, FL 34601  
352-754-4031  
[hjohnson@co.hernando.fl.us](mailto:hjohnson@co.hernando.fl.us)



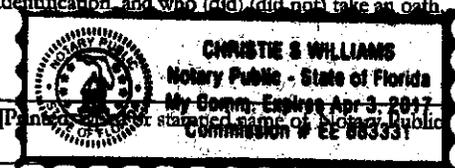
# Attachment 2

# CITY OF BROOKSVILLE

## TEMPORARY STREET CLOSURE APPLICATION

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

Certificate Attached  Yes  No      Waiver Requested  Yes  No      Approved by Council  Yes  No

Name or Organization Hernando County Parks & Recreation		Event Bluesapalooza	
Contact Person Christie Williams		Address 205 E Fort Dade Ave	Telephone 754-4031 390-6142 cell
If unavailable (Alternate Name) Harry Johnson		Address Same	Telephone 754-4031
Date of Event 9/20/14	Starting Time 8am	Ending Time (approx) 10pm	Estimated Number of Participants 1000-1500
Proposed Route (include Street/Avenue, attach location map) Close off Ft Dade from The Post office exit to the west to the light at Main St. Magnolia Ave at Jefferson St. to Ft Dade. Brooksville Ave at exit of SunTrust to Ft Dade. Alleyway from Jefferson to Ft Dade.			
I/We <u>Hernando County Parks &amp; Recreation Department</u> assume responsibility for reimbursing the City's cost as estimated below, and all liability for injuries and damages and will hold the City harmless from any claims arising directly or indirectly from the event, including or as a result of City's closure of the street(s) to facilitate the event, and, if applicable, authorization to use copyrighted materials. If applicant is a corporation, association, or partnership, the undersigned warrants he/she is authorized to execute binding contracts on behalf of the applicant.			
Signature <u>Russell Wetherington, CPCM, CPPB, CPM</u> Assistant County Administrator-General Services			
State of Florida County of Hernando <u>Chief Procurement Officer</u>			
The foregoing instrument was acknowledged before me this <u>12</u> day of <u>AUG</u> , 20 <u>14</u> , by <u>Russell Wetherington</u> , who is personally known to me or who presented <u>PKTM</u> as identification, and who (did) (did not) take an oath.			
Signature of Notary Public <u>Christie Williams</u>			

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

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

Total Deposit \$ _____	Received By: _____	Date _____
Police Chief <u>[Signature]</u>	Date <u>8/25/14</u>	City Manager <u>[Signature]</u>
		Date <u>09-10-14</u>

# CITY OF BROOKSVILLE

## TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue  
(352)540-3853

Event: BLUESAPALOOZA 9/20/14

Starting: 8AM

End: 10PM

**Police Department**

Personnel	<u>2 OFFICERS</u>	@	<u>\$ 26.34</u>	=	<u>\$ 210.72</u>
Equipment	<u>3-11 PM</u>	@	<u>\$ 17.56</u>	=	<u>\$ 140.48</u>
	<u>(STREET &amp;</u>	@	<u>\$</u>	=	<u>\$</u>
	<u>GREENWAY)</u>	@	<u>\$</u>	=	<u>\$</u>
	_____	@	<u>\$</u>	=	<u>\$</u>

**POLICE DEPARTMENT TOTAL \$ 351.20**

**Fire Department**

Personnel	_____	@	<u>\$</u>	=	<u>\$</u>
Equipment	_____	@	<u>\$</u>	=	<u>\$</u>
	_____	@	<u>\$</u>	=	<u>\$</u>
	_____	@	<u>\$</u>	=	<u>\$</u>
	_____	@	<u>\$</u>	=	<u>\$</u>

**FIRE DEPARTMENT TOTAL \$ 0**

**Public Works**

Personnel (Streets)	_____	@	<u>\$</u>	=	<u>\$</u>
Equipment	_____	@	<u>\$</u>	=	<u>\$</u>
	_____	@	<u>\$</u>	=	<u>\$</u>
	_____	@	<u>\$</u>	=	<u>\$</u>
Personnel (Garbage)	_____	@	<u>\$</u>	=	<u>\$</u>
Equipment	_____	@	<u>\$</u>	=	<u>\$</u>
	_____	@	<u>\$</u>	=	<u>\$</u>
	_____	@	<u>\$</u>	=	<u>\$</u>

**PUBLIC WORKS TOTAL \$ \_\_\_\_\_**

**ESTIMATED TOTAL DUE CITY \$ 351.20**

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



# Attachment 3

FEES WAIVERS APPROVED BY COUNCIL FOR FY2013/14

Council Meeting Approved	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	Streets	Community Dev.	Parks & Recreation				
<b>10/1/2013</b>		<b>Council Approved Amt.</b>								<b>7,000.00</b>	
8/19/2013	10/4/2013	HHS Homecoming Parade	527.40					527.40		6,472.60	
9/16/2013	10/12/2013	JSL Fun Run	280.80					280.80		6,191.80	
9/16/2013	10/19/2013	Brooksville Cycling Classic	2,574.52		502.88	100.00		3,177.40		3,014.40	
9/16/2013	11/9/2013	Veteran's Parade	624.50					624.50		2,389.90	
10/7/2013	3/15&16/14	Art in the Park					600.00			1,789.90	
10/7/2013	11/2/2013	Thanksgiving Dinner					305.00			1,484.90	
11/4/2013	12/14/2013	Christmas Parade	1,973.26	576.59	651.00			3,200.85	1,000.00	-715.95	
1/6/2014	1/21/2014	MLK Parade	1,540.62		120.00			1,660.62		-2,376.57	
1/6/2014	5/5/2014	Children's Week						370.00		-2,746.57	
3/3/2014	3/22/2014	Grace World Outreach 5K						275.00		-3,021.57	
3/3/2014	4/5/2014	Blueberry Festival Kickoff	295.20		100.00			395.20		-3,416.77	
3/3/2014	4/12&13/14	Blueberry Festival	5,551.86	1,509.84	4,900.00			11,961.70		-15,378.47	
4/21/2014	5/3/2014	H.C. Downtown Country	415.00					415.00		-15,793.47	
5/6/2014	8/2/2014	Early Learning Coalition						212.50		-16,005.97	
5/6/2014	9/13/2014	Dawn Center 5k						275.00		-16,280.97	
6/16/2014	6/21/2014	CF Benefit Concert	368.00					368.00		-16,648.97	
7/21/2014	8/2/2014	Wal-Mart Kickball Tourn.						350.00		-16,998.97	
7/21/2014	9/26/2014	F.K. Elk's Lodge						390.00		-17,388.97	

**TOTALS**    25,388.97    1,000.00    **24,388.97**

# 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
Reserves for Contingencies	001-000-284-30010	\$299,282.00		\$351.20	\$298,930.80
City Council Special Event	001-010-511-59901	\$24,388.97	\$351.20		\$24,740.17
<b>TOTAL</b>		<b>\$323,670.97</b>	<b>\$351.20</b>	<b>\$351.20</b>	<b>\$323,670.97</b>

\*Approved budget as previously amended.

Reason for Amendment: Bluesapalooza Music Festival

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

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

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

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

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

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

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

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



## AGENDA ITEM MEMORANDUM

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

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

**FROM:** JANICE L. PETERS, CMC, CITY CLERK *Janice L. Peters*

**SUBJECT:** VETERAN'S APPRECIATION PARADE REQUEST FOR WAIVER OF FEES

**DATE:** SEPTEMBER 10, 2014

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**GENERAL INFORMATION:** The 2014 Veteran's Appreciation Parade is scheduled for Saturday, November 8, 2014. Line-up begins at 8:30 a.m. at City Hall and parade from 10:00 – 11:00 a.m. The parade sponsor, Hernando County Board of County Commissioners, has requested City Council waive fees associated with the parade permit in the amount of \$413.08.

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

**BUDGET IMPACT:** Total impact to the City of Brooksville for the Veteran's Appreciation Parade is estimated at \$413.08. Monies in the amount of \$10,000 have been tentatively approved in the FY2015 budget for waivers for such events in line item 001-010-511-59901. To date, Council has approved no fee waivers for Fiscal Year 2015.

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

**STAFF RECOMMENDATION:** Direction from Council

**ATTACHMENTS:**

1. E-mail from Hernando County Risk Management Coordinator dated 08/11/14
2. Street Closure Permit & Map

# Attachment 1

## Janice Peters

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**From:** Cristi Charlow  
**Sent:** Monday, August 11, 2014 10:16 AM  
**To:** Janice Peters; 'A.L. Covell'  
**Cc:** 'Bryon A. Covell'; Virginia Singer  
**Subject:** RE: 2014 Veterans Appreciation Parade  
**Attachments:** DOC081114-08112014095657.pdf; image001.jpg; image002.jpg; image003.jpg; image004.gif

Attached please find all forms signed by Hernando County. Please place on the 8/18 City Council Meeting for approval. I will be sending you the originals via inter-office mail. We are asking the city to waive the fees and are wanting the same number of City Police Officers as in the past.

Should you have any questions or need anything additional, please let me know.

Thank you,

Cristi Charlow  
Risk Manager  
Hernando County Risk Management  
20 N. Main Street, Rm 264  
Brooksville, FL 34601  
(352) 540-6448  
[ccharlow@hernandocounty.us](mailto:ccharlow@hernandocounty.us)

**From:** Janice Peters  
**Sent:** Thursday, August 07, 2014 4:39 PM  
**To:** A.L. Covell  
**Cc:** Bryon A. Covell; Cristi Charlow  
**Subject:** RE: 2014 Veterans Appreciation Parade

Hi Anna Liisa,

Attached is a Street Closure Permit as well as an FDOT Permit Application. I will need 3 signed copies of the FDOT Permit Application to go with the Resolution City Council has to adopt for them to approve closing the street. If I can get the signed forms by tomorrow, or Monday at the latest, I can put this on the August 18th meeting of Council. Otherwise, the next meeting will be September 15th, which will still give us 6 weeks to process. Please let me know if you need anything further.

Thanks!

*Jan* 

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*Janice L. Peters, CMC, City Clerk*

City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601-2041  
Ph.: 352-540-3853

# Attachment 2

# CITY OF BROOKSVILLE

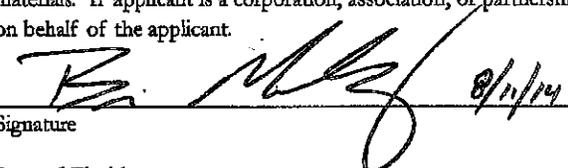
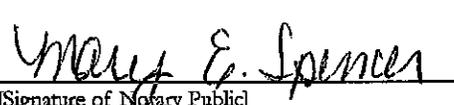
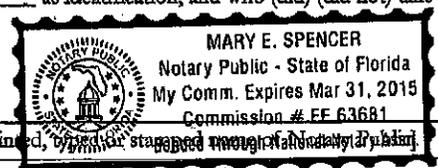
## TEMPORARY STREET CLOSURE APPLICATION

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

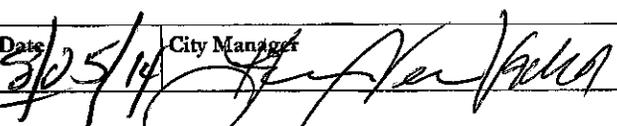
Certificate Attached  Yes  No

Waiver Requested  Yes  No

Approved by Council  Yes  No

Name or Organization Sponsoring: Hernando County BOCC		Event VETERAN'S APPRECIATION PARADE	
Contact Person: BRIAN MALMBERG		Address 1525 EAST JEFFERSON ST	Telephone: 754-4060
If unavailable (Alternate Name) ANNA LIISA COVELL		E-Mail: alcovell@tampabay.rr.com	Telephone: 544-0680
Date of Event: 11/08/14	Starting Time: 10:00 A.M.	Ending Time (approx): 11:00 A.M.	Estimated Number of Participants:
Proposed Route (include Street/Avenue, attach location map) BEGINNING AT CITY HALL PARKING LOT, GO TO MAIN STREET, HEAD SOUTH TO LIBERTY, TURN LEFT (EAST), GO TO MAGNOLIA, TURN LEFT HEADING NORTH TO FT. DADE, HEAD WEST BACK TO CITY HALL PARKING LOT.			
I/We <u>Hernando County BOCC</u> assume responsibility for reimbursing the City's cost as estimated below, and all liability for injuries and damages and will hold the City harmless from any claims arising directly or indirectly from the event, including or as a result of City's closure of the street(s) to facilitate the event, and, if applicable, authorization to use copyrighted materials. If applicant is a corporation, association, or partnership, the undersigned warrants he/she is authorized to execute binding contracts on behalf of the applicant.			
 Signature			
State of Florida County of Hernando			
The foregoing instrument was acknowledged before me this <u>11<sup>th</sup></u> day of <u>August</u> 2014, by <u>Brian Malmberg</u> who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.			
 [Signature of Notary Public]		 [Printed, by hand or stamped name of Notary Public]	

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

<b>NOTICE: PERMIT NOT VALID UNLESS APPROVED BY DESIGNATED CITY REPRESENTATIVE.</b>			
Total Deposit \$ _____		Received By: _____	
		Date _____	
Police Chief	Date	City Manager	Date
	8/25/14		09.10.14

# CITY OF BROOKSVILLE

## TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue  
(352)540-3853

Event: VETERAN'S APPRECIATION PARADE (2014)  
 Starting: 10:00 A.M. (Line-up at 8:30 a.m.) End: 11:00 A.M.

**Police Department**

Personnel SEE ATTACHED @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 Equipment \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**POLICE DEPARTMENT TOTAL \$ 413.08**

**Fire Department**

Personnel \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 Equipment \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**FIRE DEPARTMENT TOTAL \$ \_\_\_\_\_**

**Public Works**

Personnel (Streets) \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 Equipment \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 Personnel (Garbage) \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 Equipment \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 \_\_\_\_\_ @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**PUBLIC WORKS TOTAL \$ \_\_\_\_\_**

**ESTIMATED TOTAL DUE CITY \$ 413.08**

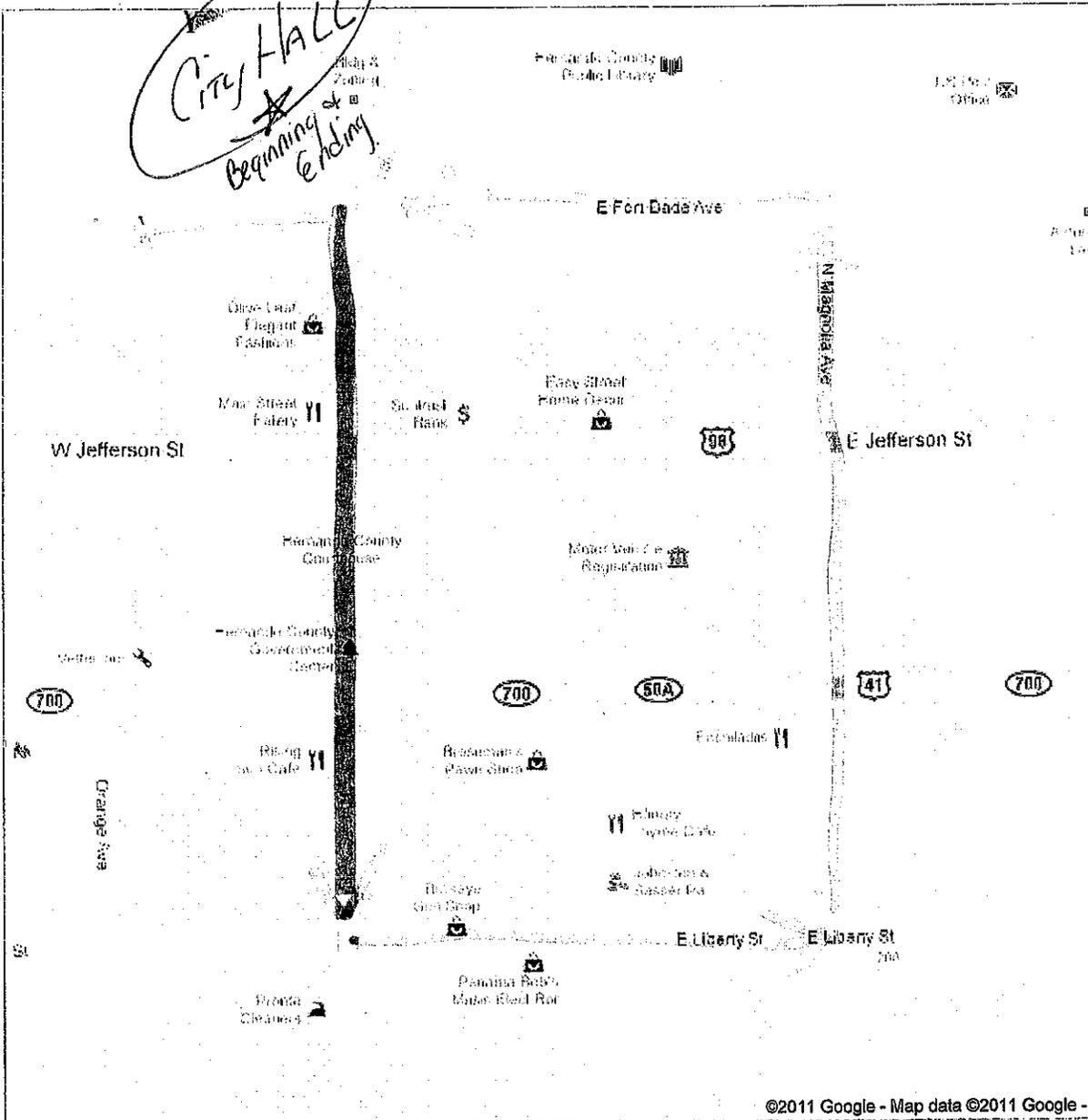
TOTAL Actual Costs \$ _____	Billed \$ _____
Payment Received By: _____	



Google maps

Address 201 Howell Ave  
Brooksville, FL 34601

Notes Veterans Appreciation Parade



**Information on Hurricane Irene**

- General maps related to the hurricane
- Maps specific to the NYC area

# City of Brooksville Proclamation

Whereas, September 17, 2014, marks the Two Hundred and Twenty-Seventh anniversary of the drafting of the Constitution of the United States of America; and,

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and,

Whereas, the Constitution embodies the guiding principles of our nation; and,

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and,

Whereas, Public Law 915, signed into law by President Dwight D. Eisenhower on August 2, 1956, annually sets aside the week of September 17<sup>th</sup> through 23<sup>rd</sup> as Constitution Week to emphasize citizens' responsibilities for protecting and defending the Constitution, preserving it for posterity, to inform the people that the Constitution is the basis for America's heritage and the foundation for our way of life, and to encourage the study of the historical events which led to the framing of the Constitution in September 1787; and,

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville, do hereby proclaim the week of September 17-23, 2014, as

## "Constitution Week"

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Brooksville to be affixed this 15<sup>th</sup> day of September, 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



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

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS**  
**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**  
**FROM: RICHARD W. RADACKY, DIRECTOR OF PUBLIC WORKS**  
**SUBJECT: FDOT TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT AMENDMENTS**

*[Handwritten signatures: Richard W. Radacky and T. Jennene Norman-Vacha]*

**DATE: September 4, 2014**

---

**GENERAL SUMMARY/BACKGROUND:** The City of Brooksville entered into a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT) on May 19, 2014. The purpose of the agreement is for reimbursing the City for maintaining traffic signals on state highways in the City for Fiscal Year 2014- 2015. The funds received from the FDOT are passed on to Hernando County Transportation Services Department, for providing traffic signal maintenance services. A total of 14 intersections are the responsibility of the City for maintenance.

Staff has received FDOT requested amendments (Amendment 1) to the Council approved agreement. The changes are as follows:

- The language in paragraph 5 is replaced in its entirety to clarify maintenance functions of traffic signals and beacons.
- Paragraph 6 is deleted in its entirety without any replacement text. Previous language is generally included in the new language of paragraph 5.
- Paragraph 18 provides that the FDOT will monitor the performance of the maintaining agency, provides for an annual report by the maintaining agency, specifies repair of signal malfunctions and provides a timeframe of repairs, and provides for preventative maintenance of signal components.
- Paragraph 19 is removed and replaced in its entirety by Paragraph 18.

Staff has reviewed Amendment 1 and is recommending approval by Council. The amendments will not affect funding or responsibility.

**BUDGET IMPACT:** The City will receive \$27,370.65 from the FDOT for traffic signal maintenance for Fiscal Year 2015. The monies are used to provide funding for maintenance of the State's traffic signals and beacons within the City.

**LEGAL REVIEW:** The City Council has Home Rule Authority (Art. VIII, 2(b), Florida Constitution/Section 166.011, Florida Statutes) to consider matters of fiscal and intergovernmental benefit.

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve Amendment 1 to the FDOT Traffic Signal Maintenance and Compensation Agreement, approved by the Council on May 19, 2014, for Fiscal Year 2014-2015, and authorize the Mayor to sign both Amendment 1 documents.

**ATTACHMENTS:**

1. FDOT Amendment 1.
2. FDOT Agreement Approved by the Council on May 19, 2014

# Attachment 1

CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. \_\_\_\_\_  
F.E.I.D. NO. \_\_\_\_\_

**Purpose:**

Amend the Phase 1A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT previously entered into by both parties. Amendment #1 deletes the previous language contained in Paragraphs 5 and 6 of the Phase 1A Agreement for the period beginning with the Department's fiscal year 2014-2015. The Phase 1A Agreement included language on the preventative and periodic maintenance of mast arms. This Amendment provides language on the basic maintenance required for effective functioning of the traffic signals on the State Highway System. All other provisions of the original Agreement remain unchanged.

**Paragraph 5 shall be removed and replaced in its entirety by the Paragraph 5 provided below:**

5. The Maintaining Agency shall be responsible for basic maintenance functions such as the tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact.

**Paragraph 6 shall be removed in its entirety without any replacement text.**

**Paragraph 19 is removed and replaced in its entirety by the Paragraph 18 provided below:**

18. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report on April 1 of each year detailing the following:

a. Detection device malfunctions. Repairs shall be made within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. If the detection device malfunctions are not repaired or restored within sixty (60) days of discovery, there shall be a 10% deduction of the annual compensation amount for the affected signal locations.

b. Preventative maintenance inspections. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% deduction of the annual compensation amount for the affected signal locations.

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

City of Brooksville, Florida  
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Kevin Hohn

Legal Review \_\_\_\_\_

Title: MAYOR

Print/Type Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Seal if Applicable)

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

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

Reviewed: \_\_\_\_\_

Attorney \_\_\_\_\_ Date \_\_\_\_\_

# **Attachment 2**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-22  
TRAFFIC OPERATIONS  
4/14  
Page 1 of 8

CONTRACT NO. AM706  
FINANCIAL PROJECT NO. 40592038802  
F.E.I.D. NO. 596000284001

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Brooksville, Florida, herein called the "Maintaining Agency".

**WITNESSED:**

**WHEREAS**, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and;

**WHEREAS**, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal structures (including signal mast arm structure or strain pole), traffic signal systems (central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software), and control devices (intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (school zone flashing beacons, pedestrian crossing beacons, Rectangular Rapid Flashing Beacons), emergency/fire department signals and speed activated warning displays). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of their installation. All traffic signals and control devices mentioned in this paragraph shall hereafter be referred to 'Traffic Signals and Devices'.
2. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of said Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs) and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct an inspection of the mast arm structures and strain poles every 60 months. The inspection report will document deficiencies that necessitate preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting or repainting; tightening of nuts and replacing missing or deficient bolts (not including anchor bolts); replacing missing cap covers or equivalent; cleaning; replacement of missing or deficient access hole cover plates; all wiring issues, including improper grounding; graffiti removal; all signal related issues (lighting, signs and connections); and response to traffic impact including repair and replacement of all components damaged by the traffic impact. Damaged mast arm replacement shall be repaired or replaced by the Maintaining Agency and the Maintaining Agency is authorized to seek reimbursement from the responsible 3<sup>rd</sup> party. If the Maintaining Agency is unable to recover the costs from a 3<sup>rd</sup> party, then the Department intends to reimburse the Maintaining Agency for repair or replacement of the mast arm. The Maintaining Agency shall be responsible for preventative maintenance of the mast arm structures. Failure to perform preventative maintenance after notification of inspection deficiency may result in the Maintaining Agency being responsible for the corrective actions.
6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; repair or replacement of deteriorated anchor bolts and nuts; and replacement of the mast arm when it is determined through the inspection process that the mast arm has reached the end of its service life unless this is due to lack of

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

preventative maintenance by the Maintaining Agency. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work unless under an emergency situation. Any and all work performed by the Maintaining Agency shall conform to the current Department Standard Specifications for Road and Bridge Construction.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures with recoverable costs	May compensate Maintaining Agency for damage repair or replacement of structures when costs are non-recoverable
	Replacement at end of life cycle of the structure

7. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

8. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

9. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all Traffic Signals and Devices on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New Traffic Signals and Devices added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon Department final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department Traffic Signals and Devices added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's Traffic Signals and Devices in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

11. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-22  
TRAFFIC OPERATIONS  
4/14  
Page 3 of 6

The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

12. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

13. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

14. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

16. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

17. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

18. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

19. The Department intends to monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency is required to submit an annual Report on April 1 of each year detailing the following:

- a. Detection device malfunctions shall be repaired or restored within sixty (60) days of discovery and such events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report.
- b. All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. At a minimum, minor preventative maintenance inspection includes verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. The inspection report should note the location, date of inspection and any items noted.

20. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

750-010-22  
TRAFFIC OPERATIONS  
4114  
Page 4 of 6

on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

21. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

22. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

24. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

25. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance.

26. This Agreement contains all the terms and conditions agreed upon by the parties.

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

STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION

City of Brooksville, Florida  
(Maintaining Agency)

By \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Kevin S. Hohn

Print/Type Name: \_\_\_\_\_

Title: Mayor

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

Attest: \_\_\_\_\_  
Janice L. Peters (Seal if Applicable)  
City Clerk

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

Reviewed: The Hogan Law Firm, LLC  
City Attorney

Legal Review: \_\_\_\_\_

\_\_\_\_\_  
Attorney Date

\_\_\_\_\_



**EXHIBIT B**

**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

**2.0 COMPENSATION**

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches. Intersection Control Beacons are paid at 25% of the Unit Rate for full traffic signal.

**Pedestrian Flashing Beacon:** includes school zone beacons, pedestrian crossing beacons and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons.

Example 1: For a traffic signal intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 10-11 will be:  $\$2,622 \times (2/4) = \$1,311$

Example 2: For an intersection control beacon with 3 approaches, with 2 approaches being state roads, the intersection amount for FY 11-12 will be  $\$675 \times (2/3) = \$450$

Example 3: For a location with a school zone flashing beacon and two speed activated warning displays, the intersection amount for FY 14-15 will be  $\{(\$295 \times 1) + (\$148 \times 2)\} = \$591$

**Unit Rates per 100% State Intersections**

FY	Traffic Signals (TS)	Intersection Control Beacon (ICB) (0.25*TS)	Pedestrian Flashing Beacon (PFB) (0.10*TS)	Emergency Fire/Dept. Signal (FDS) (0.25*TS)	Speed	Traffic Warning Beacon (TWB) (0.05*TS)
					Activated Warning Displays (SAWD) (0.05*TS)	
11-12	\$2,701	\$675				
12-13	\$2,782	\$696				
13-14	\$2,866	\$716				
14-15	\$2,951	\$738	\$295	\$738	\$148	\$148
15-16	\$3,040	\$760	\$304	\$760	\$152	\$152
16-17	\$3,131	\$783	\$313	\$783	\$157	\$157

The Unit Rate for each fiscal year is 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

**3.0 PAYMENT PROCESSING**

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*  
**VIA:** BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR *[Signature]*  
**FROM:** STEVE GOULDMAN, AICP, CITY PLANNER *SG*  
**SUBJECT:** SPECIAL REVOCABLE LICENSE AGREEMENT BETWEEN THE CITY OF BROOKSVILLE AND CATHERINE REEVES AND CRYSTAL HOLZAPFEL, OWNERS OF THE RISING SUN BISTRO AND MARKET, FOR PROPERTY LOCATED AT 10 S. MAIN STREET

**DATE:** SEPTEMBER 15, 2014

**GENERAL SUMMARY/BACKGROUND:** Catherine Reeves and Crystal Holzapfel, owners of the Rising Sun Bistro and Market, have requested a Special Revocable License Agreement to allow the business to place tables and chairs for customer seating within the rights-of-way (sidewalk area) in front of their storefront located at 10 S. Main Street. The Agreement replaces the Special Revocable License Agreement approved on June 20, 2005, by City Council between the City of Brooksville and Lisa Johnson, owner of the Rising Sun Café.

The proposed Special Revocable License Agreement provides for tables and chairs to be placed within the Main Street rights-of-way consistent with the plan contained within Exhibit "A" of the Agreement. Additionally, the Agreement prohibits alcoholic beverage sales and consumption and advertising within the right-of-way. The Agreement also provides for the Licensee to pay processing fees, indemnify and hold harmless the City from liability associated with the use, maintain specified levels of liability insurance coverage and adhere to applicable laws and standards. The initial term of the Agreement is for ten years and automatically renewed for five year terms thereafter.

The proposed Agreement protects and preserves the City's responsibilities related to public rights-of-way.

**BUDGET IMPACT:** The Licensee is required to pay a non-refundable processing fee of \$25 and a \$25 annual administrative fee to ensure that the Licensee remains compliant with the Agreement. Other than the administrative oversight to monitor "Agreement" compliance, no additional budget impact is anticipated.

**LEGAL NOTE:** The City is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services. Sub-section 74-1(b) of the City of Brooksville Code of Ordinances allows the utilization and encroachment of private uses/structures on city rights-of-way with the City Council's approval of such use/structure subject to and in accordance with the terms and conditions of a revocable license agreement.

**STAFF RECOMMENDATION:** Approve the Special Revocable License Agreement with Catherine Reeves and Crystal Holzapfel, owners of the Rising Sun Bistro and Market, allowing for the placement of tables and chairs in the rights-of-way consistent with the plan attached as Exhibit "A" thereto.

**ATTACHMENT:** Proposed Special Revocable License Agreement

## **SPECIAL REVOCABLE LICENSE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 15<sup>th</sup> day of September, 2014, by and between the CITY OF BROOKSVILLE, a municipal corporation of the State of Florida, hereinafter referred to as the "City", and CATHERINE REEVES AND CRYSTAL HOLZAEPPFEL, owners of RISING SUN BISTRO AND MARKET, located at 10 S. Main Street, Brooksville, Fl. 34601, hereinafter referred to as "Licensee." This Agreement replaces the SPECIAL REVOCABLE LICENSE AGREEMENT approved on June 20, 2005 by City Council between the City of Brooksville and Lisa Johnson, owner of the Rising Sun Café; and

**WHEREAS**, Licensee has requested to utilize and/or encroach on, over, or under a portion of the right-of-way adjacent to the property from which the business operates; and

**WHEREAS**, the City Council approved this license on the 15<sup>th</sup> day of September, 2014.

**NOW THEREFORE AND IN CONSIDERATION** of the mutual benefits and obligations hereinafter set forth, to be kept and performed by the parties hereto, the City and Licensee agree as follows:

1. City grants to Licensee a revocable license to use a portion of real property in the City right-of-way adjacent to property located at 10 S. Main Street, Brooksville, Fl. 34601 (hereinafter called "subject property"), for the purposes of placing tables and chairs for outdoor dining. Licensee has provided a drawing, to scale, showing the layout and dimensions of the existing sidewalk and adjacent private property, and the proposed locations of all tables, chairs, and other proposed structures. This drawing is attached hereto as Exhibit "A" and made a part of this agreement. The license shall be specifically limited to the area shown on Exhibit "A".

2. A clear, unobstructed, pedestrian path of no less than six (6) feet shall be maintained at all times. The placement of any tables, chairs, or other structures may not be permitted within (5) feet of pedestrian crosswalks, fire hydrants, alleys, doorways, building access points or landscaped tree wells. The placement of said tables, chairs and structures shall be parallel to and not more than twelve (12) inches from the subject property.

3. The style, make and appearance of tables and chairs are subject to City Council approval and a photo of the tables and chairs to be used is attached hereto as Exhibit "B" and made a part of this agreement. Umbrellas, if used, shall be fire retardant or manufactured of fire-resistive material and shall comply with applicable building and fire codes. All of the Licensee's personal property must be removed from the public right-of-way whenever the Licensee's restaurant is not open for business.

4. This agreement affords the Licensee no added opportunity to use the right-of-way for advertising purposes. Tables, chairs, tablecloths, placemats, table tents, placards, umbrellas, or any other permitted structure occupying the public right-of-way shall not advertise a product or business. Licensee must adhere to the provisions governing signs as detailed in Article VII, as amended, of the City of Brooksville Land Development Code.

5. Alcoholic beverages are prohibited within the public right-of-way at all times. No food preparation, fire or fire apparatus shall be allowed within the public right-of-way. No live entertainment or sound system speakers shall be placed in the license area unless permitted as part of a special event.

6. Licensee will pay a non-refundable processing fee of \$25.00 to the City. Commencing upon the date of this Agreement, and until it is terminated, Licensee shall be required to pay an annual administrative fee of \$25.00 to the City. This fee shall be due and payable each year within 30 days of the anniversary of the approval date of this Agreement.

7. The area covered in this agreement and the sidewalk and roadway immediately adjacent to it shall be maintained in a neat, clean and orderly appearance at all times by the Licensee and the area shall be cleared of all debris as needed during the day and again at the close of each business day and as determined by the City. The Licensee shall also be responsible to clean the sidewalk surface on which the permitted tables and chairs are located. The Licensee shall not use caustic or acidic chemicals, which may damage the sidewalk surface. The Licensee shall be responsible to repair or replace a sidewalk due to surface damage caused by the Licensee or their patrons. Unless otherwise provided elsewhere in this Agreement, Licensee shall, at their expense, restore the subject property to its original condition, reasonable wear and tear excepted, upon the termination of the license granted hereby.

8. Licensee shall indemnify and hold harmless the City from any and all liability, claims, demands, damages, fees, fines, penalties, expenses (including attorney's fees), suits, proceedings, actions, or causes of action, of every kind and nature whatsoever, arising out of or occurring in connection with the use of subject property by Licensee, their successors, assigns, officers, employees, servants, agents, contractors, or invitees of whatsoever description, or resulting from any breach, default, nonperformance, or violation of any of the Licensee's obligations under this Agreement. Licensee shall, at their own expense, defend any and all actions, suits, or proceedings which may be brought against the City or in which the City may be impleaded with others in any such action or proceeding arising out of the use or occupancy of the subject property. The provision of this paragraph shall survive the termination of this Agreement for a period of four (4) years following the effective date of termination.

9. It is understood and agreed that Licensee accepts the subject property and the ground under it in its present condition, and no representation as to any portion, part or section of said property is hereby made by the City; nor does the City warrant or represent that the property is safe or suitable for the purpose for which it is permitted to be used by Licensee.

10. Until the termination of this license is acknowledged in writing by the City, the Licensee agrees to purchase and maintain in full force and effect, liability insurance coverage, including contractual liability coverage on the subject property acceptable to the City. Such coverage shall be at least \$2,000,000.00 combined single limit for property damage and bodily injury liability. Prior to undertaking any activity upon the subject property, Licensee shall provide the City with a certificate of insurance, satisfactory to the City, evidencing the existence of such insurance. Required insurance shall be documented in the Certificates of Insurance which provide that the City of Brooksville shall be notified at least thirty (30) days in advance of

cancellation, non-renewal or adverse change or restriction in coverage. The City of Brooksville shall be named on each Certificate as an Additional Insured and this License Agreement shall be listed on the certificate. Certificates shall be on an ACORD 25 "Certificate of Insurance" form, or equal, as determined by the City. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Licensee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, this agreement becomes null and void and all privileges of use of the right-of-way are revoked by the City. The Certificate Holder shall be listed as City of Brooksville, Florida. Failure of Licensee to provide and maintain the requisite insurance shall be cause for the City to terminate this Agreement and to retake exclusive possession of the subject property immediately upon giving notice of its intention to do so to Licensee.

11. The initial term of this Agreement is for ten (10) years. Thereafter, the Agreement will automatically be renewed for five (5) year terms. This license shall be for the sole use and benefit of Licensee. This Agreement, and the license granted hereby, may be terminated by the Licensee by giving a minimum of thirty (30) days prior written notice to the City.

12. The approval of this special revocable license agreement is conditional at all times. The City may require the temporary removal of all permitted tables and chairs when street, sidewalk or utility repairs necessitate such action or when the health, safety or welfare of the citizens may necessitate such. This agreement may be revoked or suspended by the City upon findings that include but are not limited to the following: Any necessary business or health license for the Licensee has been suspended, revoked, or canceled; the Licensee does not maintain insurance in the amounts as provided herein; the Licensee's actual uses within the designated area are different from those uses described or depicted on the Licensee's site plan and application; the use of the right-of-way by the Licensee and their patrons has resulted in increased amounts of refuse that jeopardize the health of the citizens and the aesthetics of the area; Licensee has failed to correct violations of this article or conditions of the license within 24 hours of receipt of Notice by the City of such violations delivered verbally or in writing to the Licensee; the Licensee is found to cause, promote or allow the sale or consumption of alcoholic beverages in the permitted area or in the public right-of-ways; the Licensee is cited for or found to be serving alcoholic beverages to minors, regardless of whether consumed in the right-of-way or not; the Licensee has failed to abide by the stipulations set forth in this agreement or the Code of the City of Brooksville; or the Brookville City Council determines that the sidewalk right-of-way, unobstructed, is necessary for public use.

13. The terms of this agreement shall be transferable to any other business or property owner at the same location. Said transfer shall be approved by the City Manager or his designee. Any consent by the City to any act of assignment, subletting or occupancy shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Licensee, or their legal representatives or assigns, to obtain from the

City its consent to any other or subsequent assignment, subletting or occupancy or as modifying or limiting the rights of the City under the foregoing covenants by the Licensee not to assign or sublet without such consent. In any event, no such assignment, subletting or occupancy shall relieve the Licensee of their obligations hereunder.

14. All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply and be considered in the approval, acceptance and ongoing responsibilities of this Agreement, which 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 use approval 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

**IN WITNESS WHEREOF**, this Agreement is executed by the authorized representatives of the City and Licensee on the day and year first written herein.

CITY OF BROOKSVILLE, FLORIDA

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

By: \_\_\_\_\_  
Kevin Hohn, Mayor

LICENSEE(S)

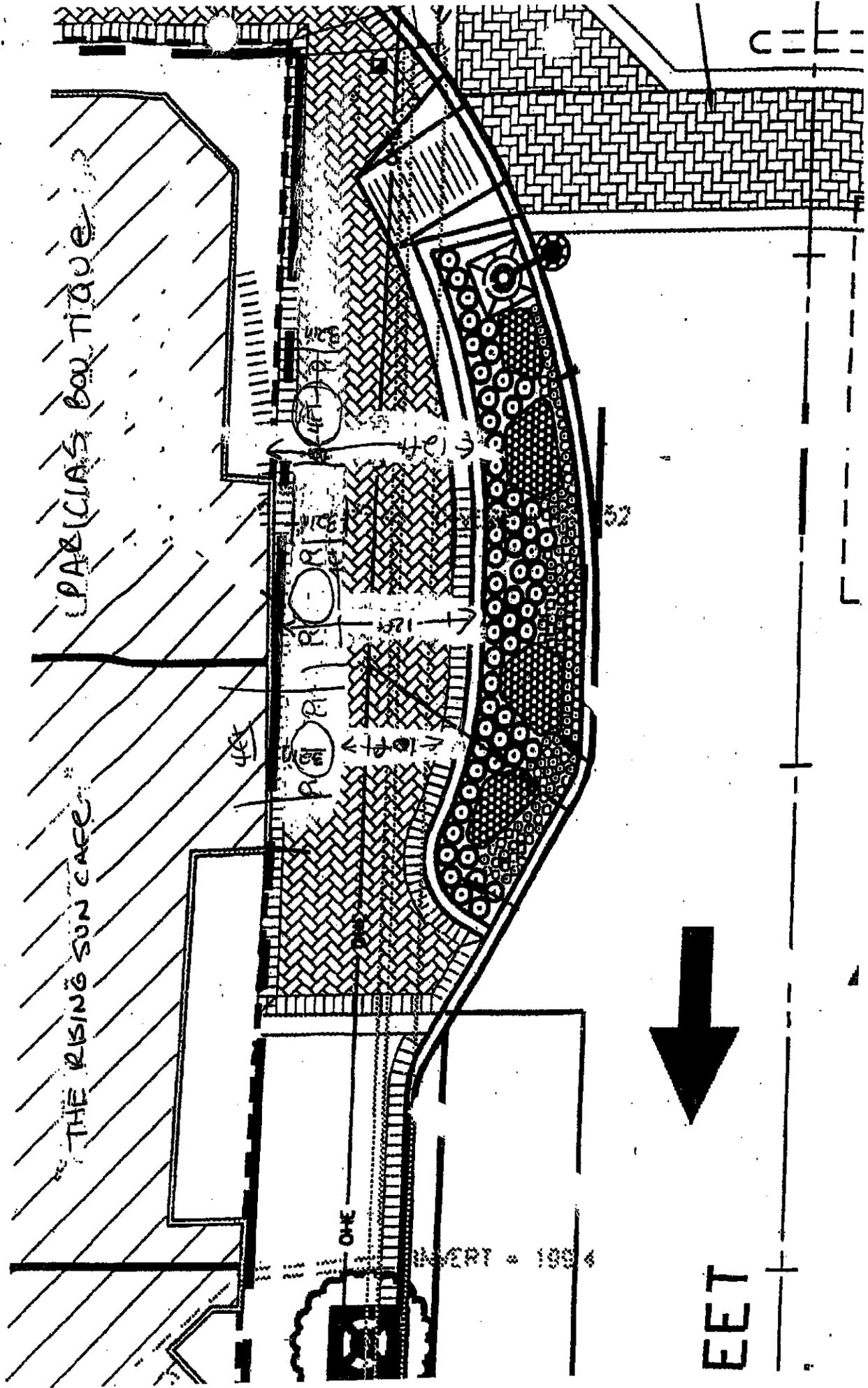
By: \_\_\_\_\_  
CATERINE REEVES

By: \_\_\_\_\_  
CRYSTAL HOLZAEPFEL

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

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

# Exhibit “A”

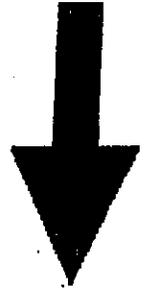


LAPICIA'S BOUTIQUE

THE RISING SUN CAFE

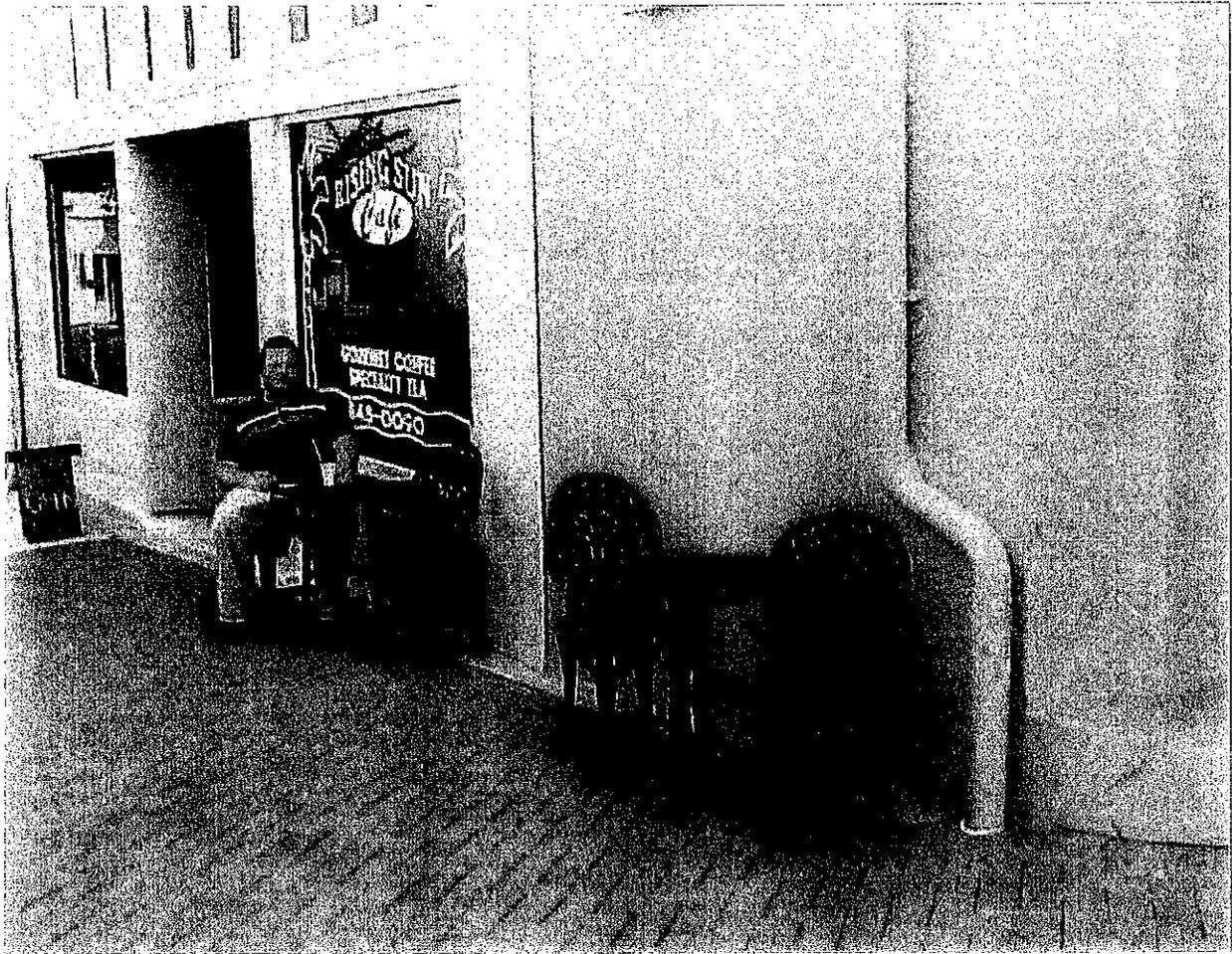
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# Exhibit “B”







# Exhibit “C”

September 5, 2014

City of Brooksville  
Brooksville, Florida

Re: 10 Main Street  
Brooksville, Florida 34601

Please know by this statement that Historic Downtown Partners, LLC, as owners of the above mentioned property situate at 10 Main Street, Brooksville, Florida, supports the application of CC'S Southern Charm LLC (Tenant) for placement of tables and seating at the exterior front sidewalk of the building.

Thank you for your consideration.



Howard P. Moore, Managing Partners  
Historic Downtown Partners LLC  
245 Mt. Fair Avenue  
Brooksville, Florida 34601  
Phone (352) 796 3647



**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: HERNANDO YOUTH LEAGUES, INC. USER AGREEMENT**

**DATE: AUGUST 28, 2014**

**GENERAL SUMMARY/BACKGROUND:** The City of Brooksville's agreement with the Hernando Youth Leagues, Inc. (HYL) is up for its annual renewal from October 4, 2014 through October 3, 2015.

This agreement is necessary for the HYL Brooksville Girls Softball division to utilize the softball facilities at Tom Varn Park. HYL has partnered with the city and has provided youth programs at Tom Varn Park since 1972.

The HYL Softball division at Tom Varn Park has experienced lower participation numbers over the last few years, so additional facility/field usage would not increase from prior years. Staff is recommending continuing with the agreement renewal, with no user fee or field expense increases.

Per Section 3 (A) and Section 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 of the agreement, a renewal term of one (1) year can be renegotiated between the parties, with final approval from City Council.

HYL has indicated interest in continuing at the same terms, (see attached letter from John Garman, HYL Softball Director).

**BUDGET IMPACT:** The budget impact will be additional revenues that will offset a small portion of the Parks Department operating expenditures for operating supplies and utilities used by Hernando Youth Leagues, Inc.

**LEGAL REVIEW:** The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S) to consider and take actions on matters of fiscal benefit and pursuant to Sec. 1.03 and 5.01 of the City's Charter, the City Council is authorized to enter into contracts for use of its facilities.

**STAFF RECOMMENDATION:** Staff recommends that City Council allow for continuation/renewal of the user agreement with Hernando Youth Leagues, Inc., as approved October 3, 2010.

**ATTACHMENT:**

1. Hernando Youth Leagues, Inc. User Agreement
2. Letter from HYL Softball Director

# Attachment 1

**City of Brooksville**  
**PARKS AND RECREATION**  
**USER AGREEMENT**

This Agreement made and entered into this 4th day of October, 2010, by and between the City of Brooksville, Florida, a Florida municipal corporation (hereinafter referred to as the CITY), and Hernando Youth League, Inc. (hereinafter referred to as HYL).

**WHEREAS**, the CITY owns two (2) youth softball fields in addition to the Softball Stadium and related facilities located in Tom Varn Park; and

**WHEREAS**, HYL desires to use the fields and Stadium at various times for a Youth Softball program; and

**WHEREAS**, organized softball is an intricate component of an active sport program, and supports the City's commitment to providing a broad range of recreational activities for the community.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree, each with the other, as follows:

**Section 1. Term.** This Agreement shall become effective on the date executed by the CITY and shall run for a period of three (3) years to 2013. The Agreement will automatically be extended for additional one (1) year terms if not earlier terminated as provided for herein.

**Section 2. Equipment and Facility Use.** HYL may utilize the Stadium, softball field, locker rooms, and the concession stand (collectively referred to as the "Facilities") on days reserved by HYL, and may also operate the concession stand at other times with the approval of the CITY.

- A. *Concession Stand.* HYL will operate the concession stand in accordance both with appropriate health and safety standards, and with all ordinances, statutes, rules, regulations, and other applicable law. Existing kitchen equipment owned by the CITY may be used by HYL; however the kitchen equipment may be removed or replaced at the City's option at any time. Sale, distribution, or consumption of alcoholic beverages is prohibited.
- B. *Softball Fields and Stadium.* HYL will have the option of reserving the softball fields and the stadium provided the Facilities have not been previously reserved pursuant to the agreement between the Hernando County School Board and the CITY, and provided at least one of the three (3) fields are available for open play at least one day each week. The Facilities are provided in an "as is" condition.
- C. *Facility Management.* HYL will be responsible for scheduling, crowd control, operation and cleanliness of the stadium concession areas, and supervising the use of the Facilities when reserved by HYL. The City will be responsible for field preparation, mowing, restrooms, utilities, solid waste disposal and repairs to the Facilities which are not the result of actions caused by the negligence or misuse of HYL.

**Section 3. Payment.** The following payments and fees shall be required:

- A. *User Fee.* HYL will pay the CITY a user fee in the annual amount of one thousand seven hundred fifty (\$1,750.00) dollars ("User Fee"), for each year of the initial term, to partially offset direct costs for field utilities and facility maintenance and repair. User Fees are due prior to use of the Facilities, but no later than June 1 of each year. If User Fees are not received within thirty days (30) of June 1

each year, HYL may lose use of the Facilities until such time as the User Fee is paid. The User Fee for any renewal term shall be negotiated by the Parties no less than (30) days prior to the renewal date.

- B. *Field Expenses.* In addition to the User Fee, HYL will be charged monthly for the amount of field chalk and paint used for that month ("Field Expenses"). The charge for the chalk will be \$7.50 per 50 lbs. bag and \$42.00 per case of 12, 18 oz. spray cans. Field Expenses shall be paid on or before the first day of the month for that month.
- C. *Tournament Fees.* HYL will also pay a Tournament Fee of twenty-five dollars (\$25) per team for tournaments which are hosted by HYL, such as, but not limited to, Districts, State, and World Series Tournaments. Tournament Fees are to be paid prior to the first day of each tournament.
- D. In the event that Field Expenses and Tournament Fees are not timely paid as set forth herein, HYL may lose use of the Facilities until such time as the Field Expenses and Tournament Fees have been paid.

**Section 4. Indemnification and Insurance.** HYL shall be solely and entirely responsible for its tortious acts and for the tortious acts of his or her agents, employees, or servants during the performance of this Agreement. HYL 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 HYL, its agents, or employees during performance under this Agreement. As a condition of this Agreement for use of the Facilities, HYL will maintain insurance at all times in the amounts set forth below with the CITY named as Additional Named Insured and as a Certificate Holder.

General Liability in an amount not less than \$500,000; Fire and Property Damage, \$100,000; and Worker's Compensation Statutory Limits plus Employee Liability, \$100,000.

The CITY, in its sole and absolute discretion, reserves the right to require additional lines of coverage in the event activities of HYL on the Facilities change or require such additional coverage.

**Section 5. Termination.** This Agreement may be terminated by either party on thirty (30) days prior written notice without a penalty or further obligation. HYL agrees to remove any personal property owned by HYL from the Facilities within ten (10) days of the effective date of termination.

**Section 6. Default.** In the event of a default or breach concerning any provision hereof by either Party, the non-defaulting Party shall give the defaulting Party written notice thereof, and the defaulting Party shall have ten (10) calendar days to cure the default. If such default is not corrected within the time specified, the Parties may attempt to resolve the dispute through alternative dispute resolution.

**Section 7. 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 HYL:**  
Hernando Youth League, Inc.  
PO Box 804  
Brooksville, Florida 34605

**If to City:**  
City Manager  
City of Brooksville  
201 Howell Avenue  
Brooksville, Florida 34601

With a Copy to:

With a Copy To:

City Attorney  
c/o The Hogan Law Firm, LLC  
20 S. Broad Street  
Brooksville, Florida 34601

**Section 8. Law of Agreement.** 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 the charging 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.

**Section 9. Entire Agreement.** Unless otherwise specified herein, this Agreement constitutes the sole and only agreement of the Parties hereto, and supersedes any prior written or oral understandings or agreements between the Parties regarding the subject matter hereof.

**Section 10. Waiver.** No waiver or estoppel as to or against any Party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly and explicitly concerned, and then only for that occurrence, and not either as to future such occurrences, or as to any other matter or occurrence.

**Section 11. Modification and Assignment.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. This Agreement may not be assigned, transferred, or pledged by either Party without the other Party's prior written consent.

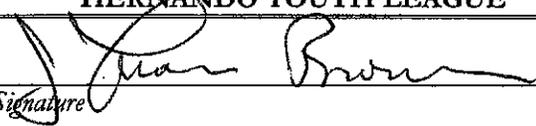
**Section 12. Attorney's Fees.** In the event any dispute arises between or among any of the Parties hereto, the prevailing Party in such dispute shall be entitled to recover its attorneys' fees, expenses, and costs, regardless of whether litigation is filed, including, but not limited to, fees for administrative hearings, quasi-judicial hearings, trials, and appeals from any of the same.

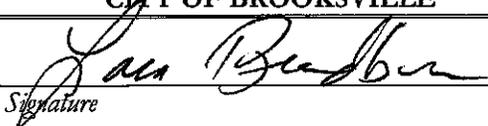
**Section 13. General.** The invalidity of any provision of this Agreement or any covenant herein contained on the part of any Party shall not affect the validity of any other provision or covenant hereof or herein contained, which shall remain in full force and effect. Party/Parties agree(s) to sign 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

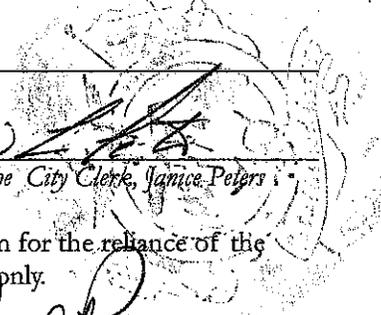
singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary 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.

**Section 14. 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.

IN WITNESS WHEREOF, the City of Brooksville has caused this Agreement to be signed and executed on its behalf by the CITY and HYL.

**HERNANDO YOUTH LEAGUE**  
\_\_\_\_\_  
*Signature*   
\_\_\_\_\_  
Tom Bronson  
*Printed Name*  
\_\_\_\_\_  
Vice President  
*Title*  
\_\_\_\_\_  
10-5-2010  
*Date*

**CITY OF BROOKSVILLE**  
\_\_\_\_\_  
*Signature*   
\_\_\_\_\_  
Lara Bradburn  
*Printed Name*  
\_\_\_\_\_  
Mayor, City Council  
*Title*  
\_\_\_\_\_  
10/4/10  
*Date*

  
\_\_\_\_\_  
*Signature*  
ATTESTED to by the City Clerk, Janice Peters  
Approved as to form for the reliance of the City of Brooksville only.  
\_\_\_\_\_  
Jennifer Reez  
*City Attorney*

H4L

**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)  
**02/14/2011 11:17:17 AM ET**

**PRODUCER**  
**SADLER & COMPANY, INC.**  
P.O. BOX 5866  
COLUMBIA, SOUTH CAROLINA  
29250-5866  
(800) 622-7370  
Email: [dixie@sadlersports.com](mailto:dixie@sadlersports.com)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
D/ B/ A DIXIE SOFTBALL BASEBALL, INC.  
**Hernando Dixie Softball**  
c/ o Peter Vasseur  
4012 Benchmark Trail  
Brooksville, FL 34604

**COMPANIES AFFORDING COVERAGE**

COMPANY  
**LETTER A NATIONAL CASUALTY COMPANY**

COMPANY  
**LETTER B NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

COMPANY  
**LETTER C**

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMIT OF COVERAGE
A	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owners & contractors Prot.	KRO0000001294700	11:17AM ET 02/14/2011	12:01AM ET 01/01/2012	General Aggregate \$2,000,000
					Products- Comp/ Ops Aggregate \$2,000,000
					Personal & Advertising Injury \$2,000,000
					Each Occurrence \$2,000,000
					Damage to Premises Rented to You \$300,000
					Medical Expenses (Any one person) \$5,000
					Participant Legal Liability \$2,000,000
	<b>Automobile Liability</b> <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input type="checkbox"/> Hired autos <input type="checkbox"/> Non- owned autos <input type="checkbox"/> Garage liability				Combined Single Limit \$
					Bodily Injury (per person) \$
					Bodily Injury (per accident) \$
					Property Damage \$
B	<b>Participant Accident</b>	<b>SRG9499283</b> <b>Reference #:</b> <b>CHS9936861</b>	02/14/2011	12:01AM ET 09/01/2012	Excess Medical \$250,000
					AD&D \$5,000
					Deductible NONE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS  
**COVERED SPORTS: Dixie Sweetees, Dixie Angels / Darling / Ponytails, Dixie Belles, Dixie Debs, Regular Season Including All Star Teams**

NOTE: The Participant Accident policy, if included above, is not a part of the ERS Risk Purchasing Group Association, Inc.

With respect to the General Liability, the Certificate Holder is added as an Additional insured solely in its capacity as a property owner or sponsor, but only with respect to liability arising out of the insured's operations. This insurance does not apply to the sole negligence of the Additional Insured.

**CERTIFICATE HOLDER**

RELATIONSHIP:  
Property Owner

City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE (company A)  
Company A Signature

AUTHORIZED REPRESENTATIVE (company B)  
*Scott ...*

SL39

1-92

This certificate replaces any other previously issued certificate(s).

**RECEIVED**  
FEB 15 2011  
BY: \_\_\_\_\_

# Attachment 2



## Hernando Dixie League Softball

John (Jake) Garman, League Director

Tom Varn Park, Brooksville FL. 34601

Local mailing address:

P.O. Box 12094

Brooksville, FL. 34603

Jgarman76@yahoo.com

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Saturday, August 30, 2014

To the council of the City of Brooksville:

I have conferred with our league board (Hernando Dixie Softball, Brooksville) and we formally accept the new user agreement extending our use of the facilities at Tom Varn Park thru October 2015.

Signed,

John Garman, League Director  
Hernando Dixie Softball



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCILMEN**  
**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER** *[Signature]*  
**FROM: TELINA DOWDELL, HUMAN RESOURCE SPECIALIST** *[Signature]*  
**SUBJECT: EMPLOYEE BENEFIT INSURANCE RENEWALS FOR FY 2015**

**DATE: September 4, 2014**

**GENERAL SUMMARY/BACKGROUND:** The Gehring Group and staff have worked on renewal of insurance rates for employee coverages provided within the City’s employment benefit package (group medical combined with the health reimbursement arrangement-HRA, dental, term life, and long-term disability). Optionally and upon the voluntary decision of the employee, additional/supplemental life, short-term disability and dependent coverages are made available through City’s existing providers. Voluntary and dependent coverages are provided at the sole option and expense of the employee.

***Group Medical Coverage***

The initial renewal provided from Blue Cross Blue Shield of Florida (BCBS) increased the City’s premiums close to twenty-eight percent (28%). This would increase the “employee only” premium (paid at 100% by the City/employer) from \$523.63 per employee per month to \$672.09 per employee per month.

With additional efforts from Gehring Group and staff a Request for Proposal (RFP) was submitted to poll other carriers with the best option plan and/or savings to the City. After review of the plan benefits, network access, and funding options, Cigna has proposed to renew the City’s healthcare plan with an increase in premiums close to twelve percent (12%). This will mean an increase in the “employee only” premium (paid at 100% by the City/employer) from \$523.63 per employee per month to \$586.62 per employee per month.

The proposal from Cigna is a partially self-insured contract, meaning that the City pays for administrative costs each month and claims paid during the month, up to a predetermined maximum. If costs are lower than expected the City will retain these funds; however, costs will not exceed the budgeted increase. This plan allows the City to save if claims are more favorable than expected, as they have been in prior years.

For fiscal year 2014-15 staff is recommending approval of the City’s medical plan to transition from Florida Blue (Blue Options, 03559) to renew with Cigna (Cigna , OAP 3559) with the negotiated renewal rates of \$586.62 per month per employee.

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

The renewal for group/employee dental coverage provided from Blue Cross Blue Shield of Florida (BCBS) has proposed to renew the dental plan with an increase in premiums of five percent (5%). This would mean an increase in the "employee only" premium (paid 100% by the City/employer) from \$27.56 per employee per month to \$28.94 per employee per month. Cigna has proposed to renew the City's dental plan with a decrease of twelve percent (12%), plus medical integration credit of over \$9,000. The proposed program maintains the current schedule of benefits. This will reduce the "employee only" dental premium (paid 100% by the City/Employer) from \$27.56 per employee per month to \$24.24 per employee per month.

### ***Life Coverage***

Currently the City provides a term-life benefit of two (2) times salary for all City employees. Last year City Council approved that the City's group life and voluntary dependent/supplemental life coverages be provided with Life Insurance Company of North America, a subsidiary of CIGNA, with no increase in the rate. This plan and rates will once again remain constant.

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

Last year the employee long-term disability coverages were also approved to be bound with Life Insurance Company of North America, a subsidiary of CIGNA with no change to the coverage provisions and no change to the rates. This plan and rates will once again remain constant.

Employees will be allowed to acquire additional voluntary or dependent coverage (100% employee paid) as they may determine in the best interest of themselves and/or their family through Open Enrollment.

**BUDGET IMPACT:** Coverages presented are within the monies allocated in the FY 2014-15 budget documents awaiting final approval of Council on September 17, 2014.

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

**STAFF RECOMMENDATION:** Staff recommends that City Council approve the following for fiscal year 2015: (1) Approve placement of employee group medical plan with Cigna OAP 3559 Plan through Cigna at a maximum premium rate of \$586.62 per month per employee for "employee only" coverage; allowing provisions for voluntary dependent coverage; (2) Approve placement of the employee group dental plan with Cigna at a premium rate of \$24.24 per month per employee "for employee only" coverage; allowing provisions for voluntary dependent coverage; (3) Renewal of group employee term-life coverage of two (2) times salary for all employees through Life Insurance Company of North America at current/existing rates; allowing provisions for voluntary life benefits for the employee and/or spouse/dependents; and (4) Renewal of group employee long-term disability coverage through for all employees with Life Insurance Company of North America at current/existing rates; allowing provisions for voluntary short-term disability benefit options.



**CONSENT AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCILMEN**  
**FROM: T. JENNENE NORMAN-VACHA, CITY MANAGER**  
**SUBJECT: INTERLOCAL AGREEMENT – TECHNOLOGY SERVICES**  
**DATE: SEPTEMBER 10, 2014**

A handwritten signature in black ink, appearing to read "T. Jennene Norman-Vacha", written over the "FROM:" line.

**GENERAL SUMMARY/BACKGROUND:** On May 5, 2008 the City Council approved an agreement with Hernando County Board of County Commissioners for the provisions of Technology Services inclusive of network infrastructure, administration and support. Services in the Agreement are/were provided to the City with pricing at \$600 per network device per year.

On January 5, 2009 the City Council approved an addendum to the Agreement that allowed and provided for a City-wide phone system, inclusive of equipment/phone replacement, services and ongoing maintenance. Services in the addendum are/were provided at a rate of \$204 per device per year, plus any long-distance charges made by City users.

Over the last six (6) years we have enjoyed a professional and supportive relationship with the Hernando County Technology Services team. They have certainly been an asset to the City's organization and enabled us to deploy and implement the use of better technology solutions within the City's work environment. We work well together and, because of our Agreement, the City has an entire team to assist in both hardware and software selection/solutions.

The new Technology Services Agreement (Attachment 1) provides for an increase in the City's rates per device for both computer devices and phone devices. The rate for computer devices will increase from \$600 per device per year to \$660 per device per year (with a 2% annual rate increase) and the phone device rate will increase from \$204 per device per year to \$214.08 per device per year (with a 1% annual rate increase). Additionally, the City and County staff have agreed to new provisions in the Agreement that specifically outline required "Regular Reporting and Communications". These provisions are designed to establish requirements, in writing, for increased monitoring controls as suggested by the City's External Auditors, CliftonLawsonAllen, in their FY2013 Financial Audit report.

**BUDGET IMPACT:** The increase in the Agreement rates could be an impact of approximately \$7,650 per year (based on the City's current number of computer and phone devices). Monies have been budgeted within the FY2015 budget for the Agreement's projected costs.

**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 the City continue its cooperative relationship for Technology Services with Hernando County Board of County Commissioners and approve the attached Agreement, authorizing Mayor's signature on the same.

# Technology Services Agreement

The following Service Agreement is made between Hernando County Board of County Commissioners and the City of Brooksville and includes the following scope of work.

## Services

The Board of County Commissioners agrees to provide the following services to the City of Brooksville via the Technology Services Department: computer training, desktop computer support, printer support, network administration, firewall administration, e-mail services, Internet bandwidth services, web hosting services, software license management, Cisco IP phone, virtual private server hosting including: server hardware and software for network storage, data backup and recovery services, and server administration.

Not included in this agreement is the cost to replace or upgrade equipment and/or the replacement or upgrades of certain software programs (i.e., Microsoft Office). If the hardware and/or software used by the City of Brooksville will be supported and attached to the County's network, it will be necessary for all new equipment and software purchases to be approved by Technology Services prior to orders being placed.

All City employees connected and/or supported by the County network system will be required to abide by the Software Code of Ethics and the Internet Usage Policy.

New user accounts will be verified, processed, and activated during normal business hours of Monday to Friday, 8:00 a.m. to 5:00 p.m. unless otherwise arranged. Request for new user accounts should be requested via an e-mail to the Technology Services work order system at [tsworkorder@hernandocounty.us](mailto:tsworkorder@hernandocounty.us) and at least one week in advance by the City Manager or the City's Human Resources Director.

The City of Brooksville will be responsible for notifying the Technology Services work order system ([tsworkorder@hernandocounty.us](mailto:tsworkorder@hernandocounty.us)) upon terminations of employment of any network user, so their login account can be disabled. This work order is to be issued by the City Manager or the City's Human Resources Director. This notification can initially be done via a telephone call to 754-4009 (ext. 15000) and then followed up with a work order to the address listed above.

The County agrees to provide Cisco IP devices and telephone service including voicemail to the City of Brooksville via the Technology Services Department. The model of equipment will vary based on individual user needs, but the standard will be the Cisco CP-7940 two button phone. Technology Services agrees to replace any defective devices at no additional cost to the City of Brooksville. However, if it is determined that the device was broken because of improper use or neglect the Technology Services Department will bill the City of Brooksville for the cost of the repair or replacement of the equipment.

In addition, Technology Services will bill the City of Brooksville for their portion of long distance calls. These long distance charges will be based on a yearly average and billed on a yearly basis.

## **Backup and Restore Service**

The Board of County Commissioners, Technology Services Department will offer backup services to the City of Brooksville. Technology Services will do regular daily and weekly backups for the City of Brooksville into our backup media resources. We will retain, at a minimum, fourteen (14) daily and twelve (12) weekly backups. When requested, Technology Services will make all attempts to restore any data necessary and/or requested to the extent data backups are available and in a reasonable time frame. The time to restore can vary from minutes to hours to days depending on the amount of data, how far back in time, location of backup media, granularity of the restore request, etc.

## **Acceptable Use**

The purpose of this section is to outline the acceptable use of all of our services offered to the City of Brooksville. These rules are in place to protect the County's network resources. Inappropriate use exposes the County to risks including virus attacks, compromise of network systems and services, and legal issues.

Under no circumstances is any City employee authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing County network resources. It is City's responsibility to check with local, state, Federal and any applicable international laws and to abide to such laws at all times.

If Technology Services detects any violation of these uses, we will notify the appropriate authority for the City of Brooksville, and lock the employee's network account until the matter can be resolved.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use. The following activities are strictly prohibited, with no exceptions:

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City.
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the City does not have an active license is strictly prohibited.
3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal.
4. Storing or distributing adult-related material.
5. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
6. Revealing your account password to others or allowing use of your account by others.

7. Using a County network resource to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.
8. Making fraudulent offers of products, items, or services originating from any County network resource.
9. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not authorized or logging into a server or account that the employee is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
10. Port scanning or security scanning is expressly prohibited unless prior notification to Technology Services is made.
11. Executing any form of network monitoring which will intercept data being transmitted over the County's networking resources.
12. Circumventing user authentication or security of any host, network or account.
13. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's computer session, via any means, locally or via the Internet.
14. Running any IRC related scripts or programs, including but not limited to eggdrop, bnc, ircdaemon and irc bot.
15. Running any process/daemon/service in the background on the County's network resources.
16. On the County's network, running CGI or server-side scripts or programs, intentionally or otherwise using excessive amount of system resources or causing degradation of server performance. Any such process will be terminated without prior warning or notice.
17. Accessing system files or files that do not belong to the City.
18. Sending e-mail messages that are "junk mail", "chain letters", or other advertising material (e-mail spam).
19. Any form of harassment via network resources.
20. Streaming radio and/or videos stations on the network which could cause the degradation of network services.

## **Service Level Agreement**

Technology Services will strive to maintain the highest level of service quality to the City of Brooksville. Help-Desk support is available 7:00 a.m. – 5:00 p.m. Monday – Friday, excluding County observed holidays. After hours support 5:00 p.m. – 10:00 p.m. Monday – Friday and 7:00 a.m. – 10:00 p.m. Saturday and Sunday and County observed holidays.

Unless otherwise noted, our commitment is that our internal network connectivity, servers, and hardware required to serve the City will be up and working at least 99.99% in any given month. This uptime commitment excludes any scheduled emergency/non-emergency maintenance work that may, unfortunately, require downtime until the maintenance work is completed. Technology

Services agrees to notify the City of Brooksville of all non-emergency scheduled maintenance at least 48 hours prior to the date and time the maintenance is to be performed. In the rare event that Technology Services sees an emergency maintenance is required in order to maintain the integrity of our network resources; we will try to perform the maintenance as quickly as possible to minimize the downtime to the City. As much as possible, Technology Services will attempt to do all maintenance as non-emergency scheduled maintenance.

The following crucial services availability is guaranteed to the City of Brooksville: computer training, desktop computer support, printer support, network administration, firewall administration, e-mail services, Internet bandwidth services, web hosting services software license management, virtual private server hosting including: server hardware and software for network storage, data backup and recovery services, and server administration.

## **Regular Reporting and Communications**

Technology Services and the City of Brooksville will conduct regular meetings, not less than quarterly per year, for reporting, communicating and discussions regarding service provisions, infrastructure planning/design/implementation, security concerns and systems, monitoring and testing, user needs/usage and other matters related to service provisions.

Regular reporting will be provided from Technology Services to the City that will include, at minimum, the following:

- Bi-annual report from Technology Services to the City that lists the number of City devices by department, number of monthly service/helpdesk tickets completed, by departmental breakdown of the generator.
- Annual report on all City software licensing, including but not limited to, antivirus software and other firewall/security software/protections in place, City operating system licensing, and regular software used by users.
- Bi-annual report from Technology Services to the City on technology training hours and type, listed by participant, provided by Technology Services.
- Annual security and penetration testing report.
- Annual disaster recovery plan report, including specific assistance that will be provided to the City in case of disaster.

- Immediate confirmations from Technology Services relating to terminating employee access from the City's technology systems.
- Other reporting as agreed by both parties.

### **Unsolicited Emails/SPAM complaints**

Technology Services has the obligation to maintain the integrity of the County's network and services. Because of this, Technology Services does not take any unsolicited e-mails (SPAM) complaints lightly. Upon receiving a SPAM complaint, Technology Services will notify the City and will expect the City to resolve the spam complaint(s) as soon as possible. If continued complaints are received, Technology Services reserves the right to disable the user's account and will notify the appropriate person at the City. The user's account will not be enabled until the situation has been resolved.

### **Addendums**

For security reason, Technology Services may be blocking certain ports in the County's network and we offer no guarantee, explicit or implicit, that your applications will work because of this. When in doubt, send an e-mail to the Technology Services work order system ([tsworkorder@hernandocounty.us](mailto:tsworkorder@hernandocounty.us)).

### **Privacy Statement/Policy**

The City of Brooksville is the sole owner of the data/programs it stores on the County's network system/servers and is the record custodian for such information. Technology Services will not grant access to or release any of the City's information unless authorized by the appropriate City representative.

### **Payments**

City of Brooksville shall make payment in exchange for the services provided on an annual basis. This payment will reflect the City's cost share of the service and benefit provided by the Technology Services Department as set out in this Agreement. The annual payment shall be due within 45 days of the date of invoice.

The rate of pay will be based on the number of devices (computers/printers/scanners/phones) attached to the network and supported by Technology Services. The cost per device per year for the Cisco IP phone will be \$214.08 and will be subject to a 1% increase yearly hereafter. The cost per device per year for the computers/printers/scanners will be \$660.00 and will be subject to a 2% increase yearly hereafter. Number of devices will be based on a report provided by Technology Services and verified by the City of Brooksville.

### **Term and Termination**

Any modifications to the terms and conditions of this Agreement shall be presented to the other party no less than ninety (90) days before the beginning of the next fiscal year, October 1<sup>st</sup>. The parties shall have thirty (30) days, thereafter, to review the proposed changes and present them to their Boards for consideration. If the parties do not agree to the terms and conditions and wish to terminate, they may do so by providing the other party thirty (30) days written notice, after obtaining their Board's authorization and directive.

**Effective Date**

The effective date of this agreement shall be the date on which the last of the parties below executes this agreement.

**IN WITNESS WHEREOF** the parties hereto have caused the execution by their duly authorized officials on the dates indicated below.

ATTEST:

**Hernando County Board  
of County Commissioners**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman

*Approved as to form and content  
for the reliance of Hernando County  
only.*

\_\_\_\_\_  
County Attorney

ATTEST:

**City of Brooksville**

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

\_\_\_\_\_  
Kevin Hohn, Mayor

*Approved as to form and content  
for the reliance of the City of Brooksville  
only.*

\_\_\_\_\_  
City Attorney

**AGENDA ITEM  
MEMORANDUM**

**TO: HONORABLE MAYOR AND CITY COUNCILMEN**  
**VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER**  
**FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR**

**SUBJECT: PUBLIC HEARING AND RESOLUTION NO. 2014-15  
ESTABLISHING AN INITIAL LIST OF CITY PROJECTS  
PERTAINING TO THE SHARED DISTRIBUTION AND USE OF  
THE ONE-CENT LOCAL GOVERNMENT INFRASTRUCTURE  
SURTAX**

**DATE: SEPTEMBER 8, 2014**

**GENERAL SUMMARY/BACKGROUND:** The attached Resolution is related to the proposed infrastructure sales tax referendum to be held as part of the November General Election. This Resolution establishes an initial list of projects for the City and is required pursuant to Hernando County Ordinance No. 2014-15 and the Interlocal Agreement entered into between the City, the County and the School Board on July 29, 2014.

The proposed projects are listed on Exhibit "A" attached to the Resolution and are accompanied by summary sheets that provide additional details on each of them. The Main Street and Providence Boulevard projects are listed on the Withlacoochee Regional Planning Council's (WRPC's) Comprehensive Economic Development Strategy (CEDS) list and are potentially eligible for leveraged funding by the US Economic Development Administration (EDA) due to their job creation potential. The North Avenue sidewalk project has been on the MPO's Transportation Alternatives list for a number of years for funding consideration but has not yet risen in priority to the level of actually being funded. These are the same projects that were previously provided to the City Council members for review.

The Interlocal Agreement requires that each of the parties to the Agreement adopt this Resolution establishing a list of projects by October 1, 2014. The Agreement further recognizes that "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 surtax, or to amend or delete previously approved projects."

**BUDGET IMPACT:** The Resolution 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.

**STAFF RECOMMENDATION:** After receiving and considering public input, adopt the Resolution with a specific list of projects as proved in Exhibit A, to be funded with the City's share of the one-cent local government infrastructure surtax for community investment.

- ATTACHMENTS:**
1. Resolution 2014-15
  2. Summary Worksheets for each Project
  3. Hernando County Ordinance No. 2014-15
  4. Three-Party Interlocal Agreement related to the Surtax

# Attachment 1

**RESOLUTION 2014-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, ADOPTING A LIST OF SPECIFIC PROJECTS WHICH WILL BE FUNDED WITH THE PROCEEDS OF THE ONE-CENT LOCAL GOVERNMENT INFRASTRUCTURE SURTAX FOR COMMUNITY INVESTMENT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, as required by Hernando County Ordinance No. 2014-15, a public hearing was held to solicit citizen comment on a project list for specific projects to be funded by the one-cent local government infrastructure surtax proceeds for community investment; and,

**WHEREAS**, at said public hearing the public was given an opportunity to participate and provide comments on such list of specific projects; and,

**WHEREAS**, after considering citizens' comments it is therefore necessary and proper to adopt the list of specific projects to be funded with the City of Brooksville's share of the one-cent local government infrastructure surtax for community investment.

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

**SECTION 1** That the "City of Brooksville's Local Government Infrastructure Surtax Recommended Projects List," attached hereto and by reference made part hereof as Exhibit "A," is hereby adopted in its entirety.

**SECTION 2** That the City Clerk shall forward a certified copy of this Resolution to the County Administrator of Hernando County and to the Superintendent of Hernando County Schools.

**SECTION 3** That the proper officers of the City of Brooksville are hereby authorized to do all things necessary and proper to carry out the terms and conditions of this Resolution which shall take effect immediately upon its adoption.

**SECTION 4** This resolution shall be effective upon adoption by the City Council of the City of Brooksville, Florida.

**ADOPTED** in regular session this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF BROOKSVILLE**

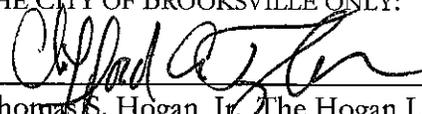
By: \_\_\_\_\_  
Kevin Hohn, Mayor

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

VOTE OF CITY COUNCIL

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

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

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

## EXHIBIT "A"

### City of Brooksville Local Government Infrastructure Surtax Recommended Projects List

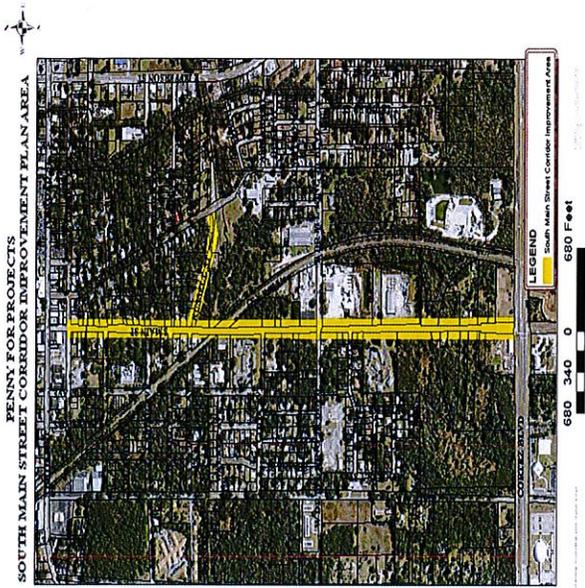
PROJECT NAME	SCHEDULE	COST
Main Street Corridor Improvement a. Phase I – Liberty St. to MLK, Jr., Blvd b. Phase II – MLK, Jr., Blvd. to SR 50	*2015 – 2018 – 3 yrs *2015 – 2019 – 4 yrs	\$6,068,302
North Avenue Sidewalk Project	2015 – 2016 – 2 yrs	\$175,000
Providence Blvd Commercial/Light Industrial Development Area	*2015 – 2019 - 4 yrs	\$2,053,289
<b>TOTAL ESTIMATED COST</b>		<b>\$8,296,591</b>

\*Timeline contingent on leveraging grant funds with Surtax.

# Attachment 2

# City of Brooksville

<p>Department: Public Works</p> <p>Project Name: Main Street Corridor Improvement</p> <p>Category: Transportation</p> <p>Location: South Main Street from Liberty Street to Cortez Boulevard</p> <p>Total Project Amount: \$6,068,302</p>	<p><b>Contact Person</b></p> <p>Name: Richard Radacky          Department: Department of Public Works          Email: rradacky@cityofbrooksville.us          Phone: 352-540-3860</p>
<p><b>Description:</b></p> <p>The project involves the reconstruction and upgrade of Main Street to an urban 2-lane cross section design that will accommodate parking, sidewalks, bike lanes, placing above-ground utilities underground and related stormwater infrastructure to facilitate and foster mixed-use, Transit Oriented Development and redevelopment. The project area is a primary entryway into the downtown core of Brooksville and supports numerous businesses and residences along its path. The project includes the construction/reconstruction of approximately 5,629 linear feet of an existing road, retrofitting it to an urban two-lane collector road with parking, curb &amp; gutter, sidewalks (10' multi-use sidewalk on one-side of street), old style street lighting, trash receptacles, benches, water and sewer line relocation/upgrades as needed, placing above-ground utilities underground and installing related stormwater facilities.</p>	<p><b>*Project Implementation Schedule:</b></p> <p><b>PHASE ONE—Liberty St. to MLK Blvd</b>          PD&amp;E &amp; ROW Acquisition—FY's 2015-2017          Construction—FY2018</p> <p><b>PHASE TWO—MLK Blvd to SR 50</b>          PD&amp;E &amp; ROW Acquisition—FY' s 2015-2017          Construction—FY 2019</p> <p>*Timeline contingent on leveraging grant funds with Surtax</p>
<p><b>Rationale:</b></p> <p>This project will help to spur economic development and job creation in the vicinity of this southern gateway into the downtown. The project area is located within the City's designated Community Redevelopment Area as well as the City of Brooksville/Hernando County Enterprise Zone #2701. The improved infrastructure and investment associated with this project will help to facilitate the redevelopment/rebirth of current vacant and abandoned commercial and light industrial sites located within close proximity. This improvement project has the potential to encourage development/redevelopment that could create up to 184 new jobs upon the future build-out of the Main Street Corridor Development Area.</p>	<p><b>Operating Impact:</b></p> <p>This project involves the reconstruction of an existing road. Operational responsibilities will remain approximately the same as current (i.e. ROW maintenance, grass cutting, electrical energy costs, etc.).</p>



# City of Brooksville

**Department:** Public Works  
**Project Name:** North Avenue Sidewalk Project  
**Category:** Transportation  
**Location:** North Avenue W. from Whiteway Drive to Howell Avenue  
**Total Project Amount:** \$175,000

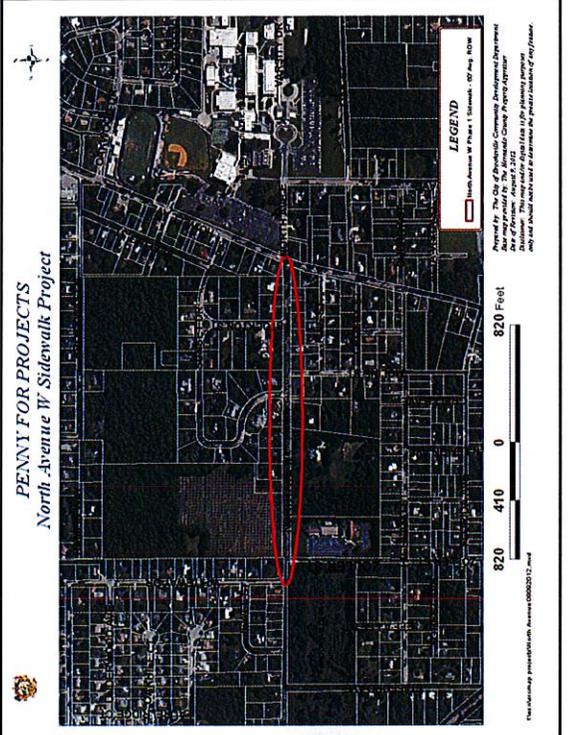
**Contact Person**  
**Name:** Richard Radacky  
**Department:** Department of Public Works  
**Email:** rradacky@cityofbrooksville.us  
**Phone:** 352-540-3860

**Project Implementation Schedule:**

**Description:**  
 The project includes the construction of a 5' concrete sidewalk, crosswalks and signage along the north side of the North Avenue W. right-of-way from its intersection with Whiteway Drive to its intersection with Howell Avenue (a distance of approximately 2,250 linear feet).

PD&E— FY 2015  
 Construction— FY2016

**Rationale:**  
 Create protected, safer routes for our school children and neighborhood pedestrian traffic to arrive safely at local school facilities and related points of destination.

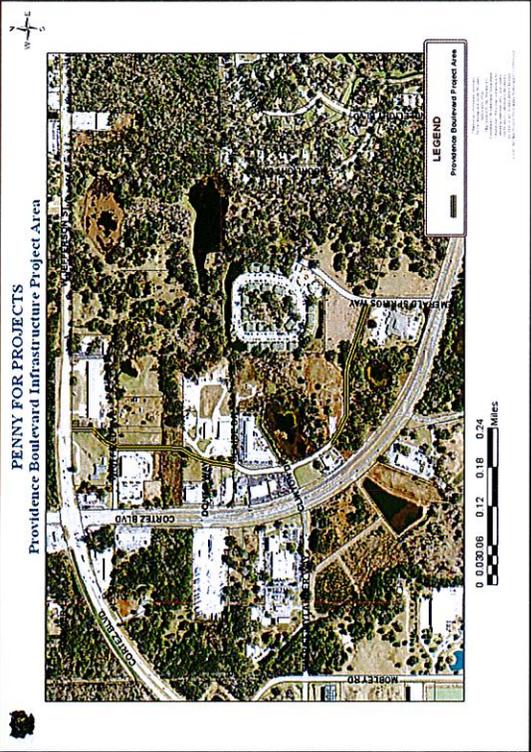


**Operating Impact:**  
 North Avenue W. is an existing road. The installation of a sidewalk will not add any annual operational impact other than typical repair/maintenance costs that are cumulative over the lifetime of the improvement..

Approved by The City of Brooksville Community Development Department  
 Also approved by The Brooksville Planning Board  
 Date: 11/15/2011  
 This map and/or digital files (if applicable) prepared  
 by the City of Brooksville are intended for public information only.

# City of Brooksville

<p><b>Department:</b> Public Works</p> <p><b>Project Name:</b> Providence Boulevard Commercial/Light Industrial Development Area</p> <p><b>Category:</b> Transportation</p> <p><b>Location:</b> From W. Jefferson Street running south and parallel with the east side of SR 50 to Emerald Springs Way</p> <p><b>Total Project Amount:</b> \$2,053,289</p>	<p><b>Contact Person</b></p> <p><b>Name:</b> Richard Radacky</p> <p><b>Department:</b> Department of Public Works</p> <p><b>Email:</b> rradacky@cityofbrooksville.us</p> <p><b>Phone:</b> 352-540-3860</p>
<p><b>Description:</b></p> <p>The project involves the construction of Providence Boulevard and related utility and storm-water infrastructure to facilitate commercial/light industrial development. The project is located on the west side of Brooksville and runs south from SR 50A to interconnect with Emerald Springs Way (which intersects with SR 50 approximately 600 feet to the southwest). The project includes the construction of approximately 3,700 linear feet of a two-lane collector road, sidewalks, water and sewer lines and stormwater facilities (approximately 916 LF of Providence Boulevard currently exists but is in need of realignment/reconstruction in part). The new street will run parallel with SR 50 and serve as a reverse frontage road, helping to preserve capacity on this critical state road corridor. A 768 LF extension (road, sidewalk, utilities and stormwater improvement) of Whitfield Avenue is also proposed in conjunction with this project.</p>	<p><b>*Project Implementation Schedule:</b></p> <p>PD&amp;E &amp; ROW Acquisition—FY's 2015-2017 Construction— FY2018-2019</p> <p>*Timeline contingent on leveraging grant funds with Surtax revenue.</p>
<p><b>Rationale:</b></p> <p>The project will help to spur economic development and job creation by providing required infrastructure that will reduce the costs of developing privately owned land in this area.</p> <p>This project has the potential to induce the creation of up to 450 new jobs upon the future build-out of the Providence Boulevard Commercial/Light Industrial Development area.</p>	<p><b>Operating Impact:</b></p> <p>Once this project is complete, this project will add operating costs of \$4,231 per year (\$2,500 per lane-mile for minor collector roadways).</p>



# Attachment 3



**FLORIDA DEPARTMENT of STATE**

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

July 30, 2014

Honorable Don Barbee Jr.  
Clerk of the Circuit Court  
Hernando County  
Room 131, 20 North Main Street  
Brooksville, Florida 34601-2800

Attention: Ms. Ashley Hofecker, Administrative Services

Dear Mr. Barbee:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Hernando County Ordinance No. 2014-15, which was filed in this office on July 30, 2014.

Sincerely,

Liz Cloud  
Program Administrator

LC/elr

Enclosure

**Ashley Hofecker**

---

**From:** Reddick, Ernest L. <Ernest.Reddick@DOS.MyFlorida.com>  
**Sent:** Wednesday, July 30, 2014 3:31 PM  
**To:** Ashley Hofecker  
**Attachments:** Hernando20140730\_Ordinance2014\_15\_Ack.pdf

@ItsWorkingFL



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Please take our [Customer Satisfaction Survey](#).



1           WHEREAS, Fla. Stat. § 212.055(2) authorizes Hernando County to impose a 0.5 percent  
2 (0.5%) or 1.0 percent (1.0 %) local government infrastructure surtax upon transactions occurring  
3 within Hernando County which are taxable under Fla. Stat. Ch. 212; and,

4           WHEREAS, a 1.0 percent (1.0 %) surtax would, under current State sales tax rates, result  
5 in a one cent (1¢) surtax on each ONE AND NO/100 DOLLAR (\$1.00) sale as specifically  
6 provided in the Florida Statutes; and,

7           WHEREAS, moneys received from the local government infrastructure surtax authorized by  
8 Fla. Stat. § 212.055(2) may be utilized by Hernando County, the City of Brooksville, and the School  
9 Board of Hernando County to finance, plan, construct, reconstruct, renovate, and improve needed  
10 infrastructure along with long-term capital maintenance and useful life extension of public  
11 transportation infrastructure, pedestrian and bicycle access improvements, trails, storm water  
12 management facilities as well as other general and education system infrastructure of Hernando  
13 County, the City of Brooksville, and the School Board of Hernando County for the use and benefit  
14 of the citizens of Hernando County and the general public; and,

15           WHEREAS, a general description of the projects to be funded is set forth in the ballot  
16 language contained in this Ordinance, and a more specific description of projects to be funded from  
17 the revenues derived from the surtax shall be contained in Resolutions to be separately adopted by  
18 the Hernando County Board of County Commissioners, the City of Brooksville, and the Hernando  
19 County School Board in advance of the countywide precinct referendum, which projects may be  
20 amended and supplemented from time to time by subsequent Resolutions; and,

1           WHEREAS, Hernando County, the City of Brooksville, and the School Board of Hernando  
2 County are presently without sufficient fiscal and monetary resources to adequately fund their  
3 respective infrastructure needs; and,

4           WHEREAS, adequate public infrastructure facilities of the types herein described promote  
5 the safe, efficient, and uninterrupted provision of numerous general as well as essential public  
6 services provided by Hernando County and the City of Brooksville including but not limited to fire,  
7 police, emergency medical services, efficient public transportation, better water quality through  
8 improved storm water management, as well as quality public education services provided by the  
9 School Board of Hernando County; and,

10           WHEREAS, the provision of adequate public infrastructure and educational facilities  
11 improvements is a matter of great public concern to the citizens of Hernando County that also  
12 facilitates continued economic recovery, expanded employment opportunities, better quality public  
13 education services and an enhanced quality of life; and,

14           WHEREAS, Fla. Stat. § 212.055(2) requires voter approval in a countywide precinct  
15 referendum election as a prerequisite to any imposition of a local government infrastructure surtax;

16           WHEREAS, the City of Brooksville represents a majority of the municipal population of  
17 Hernando County, Florida;

18           NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY  
19 COMMISSIONERS OF HERNANDO COUNTY:

1           **Section 1. Incorporation of Recitals.**

2           The foregoing recitals constitute essential findings of fact by the Board of County  
3 Commissioners and accordingly are hereby fully incorporated into this Ordinance by reference.

4           **Section 2. Definitions.**

5           As used in this Ordinance, the following words and phrases will have the following  
6 meanings, unless the context clearly indicates otherwise:

7           *City* means the City of Brooksville.

8           *County* means Hernando County.

9           *Department* means the Florida Department of Revenue.

10          *School Board* means the Hernando County School Board.

11          **Section 3. Levy of Discretionary Sales Surtax.**

12          There shall be levied and imposed throughout the County, in accordance with the provisions  
13 of Fla. Stat. § 212.055(2), during the period January 1, 2015, through December 31, 2024, a local  
14 government infrastructure discretionary sales surtax on all taxable transactions occurring in the  
15 County which are subject to the state tax imposed on transactions by Fla. Stat. Ch. 212. The surtax  
16 shall be at the rate of \$0.01 or 1 percent for each \$1.00 of the sales price or actual value received and  
17 for each fractional part of \$1.00 of the sales price or actual value received. The surtax shall be levied  
18 and imposed in accordance with Fla. Stat. § 212.055. Taxable transactions and administrative  
19 procedures shall be as provided for in Fla. Stat. § 212.054.

1           **Section 4. Authority for Levy.**

2           The levy and imposition of the discretionary sales surtax is being made by this Ordinance  
3 pursuant to the provisions of Fla. Stat. § 212.055(2).

4           **Section 5. Duration of Tax.**

5           Subject to approval by the referendum required and provided for herein, the levy and  
6 imposition of the discretionary sales surtax shall be effective for ten (10) years from January 1, 2015  
7 to December 31, 2024, both inclusive.

8           **Section 6. Distribution of Surtax Revenues.**

9           A.     The surtax proceeds shall be distributed by the Department on a monthly basis. The  
10 School District shall receive fifty percent (50%) of all surtax proceeds. The Department shall divide  
11 the remaining fifty percent (50%) between the County and the City pursuant to the formula provided  
12 for in Fla. Stat. § 218.62, as that statute may be amended from time to time. The parties shall also  
13 set forth this methodology in an interlocal agreement as required by state law.

14           B.     Throughout the duration of the levy of the surtax, the governing bodies of the County  
15 and the City may jointly meet and each agree in writing to a redistribution of the 50% of the surtax  
16 proceeds allotted to them. In such an event, this Ordinance and the interlocal agreement shall be  
17 amended to reflect the agreed upon change. Prior to the effectiveness of any change to the  
18 distribution, the County shall provide written notice to the Department as required by Fla. Stat. §  
19 212.055(2).

1 C. No referendum shall be placed on the ballot unless prior to October 1, 2014, the  
2 County, the City and the School District enter into the interlocal agreement for distribution of the  
3 surtax proceeds, as provided for in Subsection "A" above.

4 D. The County may deposit up to 15% of its share of the sales tax surcharge proceeds  
5 into an economic development trust fund. The County shall use any moneys in the trust fund for the  
6 purpose of funding economic development projects having a general public purpose of improving  
7 local economies, including the funding of operational costs and incentives related to economic  
8 development.

9 **Section 7. Use of Proceeds.**

10 Proceeds of such local government infrastructure discretionary one percent sales tax shall be  
11 used by the County, the City, and the School Board only for purposes allowed by applicable law.

12 **Section 8. Referendum.**

13 (1) The Supervisor of Elections of Hernando County is hereby directed to hold a  
14 referendum election in conjunction with the 2014 General Election, presently scheduled for Tuesday,  
15 November 4, 2014, to present to the qualified electors residing within the County with the ballot  
16 question provided for herein. The County may, by subsequent legislative enactment, alter the date of  
17 the special election in the event that it finds that unforeseen circumstances require it to do so.

18  
19 **(The Remainder of this Page Has Been Intentionally Left Blank)**



1 resolutions. The resolutions shall also be made available to the public. Copies of any interlocal  
2 agreement entered into pursuant to Section 6 herein shall also be made available to the public.

3 **Section 9. Notice of Election.**

4 The Clerk of the Circuit Court shall ensure that notice of said election is published, in  
5 accordance with Fla. Stat. § 100.342, in a newspaper of general circulation within Hernando County  
6 at least thirty (30) days prior to said election, the first publication to be in the fifth week prior to the  
7 election (to-wit: during the week commencing on Sunday, September 28, 2014), and the second  
8 publication to be in the third week prior to the election (to-wit: during the week commencing on  
9 Sunday, October 12, 2014), and shall be in substantially the following form:

10 NOTICE OF REFERENDUM ELECTION

11 PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO ORDINANCE  
12 NO. \_\_\_\_\_ ADOPTED BY THE BOARD OF COUNTY  
13 COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, A REFERENDUM  
14 ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE  
15 JURISDICTION OF HERNANDO COUNTY ON TUESDAY, THE 4<sup>TH</sup> DAY OF  
16 NOVEMBER 2014, AT WHICH TIME THE FOLLOWING BALLOT QUESTION  
17 SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF HERNANDO  
18 COUNTY FOR APPROVAL OR REJECTION:

1           BALLOT QUESTION: SHALL THERE BE LEVIED FOR TEN YEARS,  
2           BEGINNING ON JANUARY 1, 2015, A ONE-CENT SALES SURTAX, WITH  
3           50% OF THE PROCEEDS THEREFROM TO BE USED BY THE HERNANDO  
4           COUNTY SCHOOL BOARD FOR TECHNOLOGY ENHANCEMENTS THAT  
5           WILL BENEFIT TEACHERS AND STUDENTS AND FOR SCHOOL  
6           RENOVATIONS AND UPGRADES, AND WITH THE REMAINING 50% OF  
7           THE PROCEEDS TO BE ALLOCATED BETWEEN HERNANDO COUNTY  
8           AND BROOKSVILLE TO FUND ROAD AND TRANSPORTATION  
9           IMPROVEMENTS, UTILITY IMPROVEMENTS, AND ECONOMIC  
10          DEVELOPMENT PROJECTS?

11          \_\_\_ YES - FOR THE TAX

12          \_\_\_ NO - AGAINST THE TAX

13          THE COUNTY REGISTRATION BOOKS SHALL REMAIN OPEN AT THE  
14          OFFICE OF THE COUNTY SUPERVISOR OF ELECTIONS UNTIL TWENTY-  
15          NINE DAYS PRIOR TO THE ELECTION, AT WHICH DATE THE  
16          REGISTRATION BOOKS SHALL CLOSE IN ACCORDANCE WITH THE  
17          PROVISIONS OF THE ELECTION LAWS.

18          The Clerk or the Circuit Court shall provide the Board of County Commissioners with proof of the  
19          above-described publication.

1           **Section 10. Expiration Date; Survival of Certain Restricted Uses.**

2           (a)     Sunset. In all events, this Ordinance shall be in effect only through December 31,  
3     2029. It shall “sunset” and expire thereafter, without further action by the Board of County  
4     Commissioners, at which time it shall be deemed repealed and of no further force and effect, and the  
5     sales surtax levied hereunder shall terminate.

6           (b)     Survival of Restrictions on Use of Sales Surtax Proceeds. Notwithstanding the  
7     provisions of subsection (a) for the expiration and repeal of this Ordinance, so long as any sales  
8     surtax proceeds shall remain unspent, the restrictions hereby imposed and in the interlocal agreement  
9     concerning the distribution and use of sales surtax proceeds as well as the proceeds of any borrowing  
10    payable from sales surtax proceeds, and all interest and other investment earnings on either of them  
11    shall survive such expiration and repeal and shall be fully enforceable in a court of competent  
12    jurisdiction.

13           **Section 11. Information Concerning Local Sales Tax.**

14           The County Administrator is authorized to use any available County funds and to seek private  
15    donations to disseminate educational information to the citizenry of the County concerning the local  
16    sales tax. The Board of County Commissioners of Hernando County finds that the expenditure of  
17    such funds and donations is for a public purpose and is an authorized expenditure. This grant of  
18    authority does not permit the County Administrator to expend public funds to advocate for the  
19    passage of the surtax.

1           **Section 12. Notification by Clerk.**

2           The Clerk of the Court is directed to notify the Hernando County Supervisor of Elections  
3 immediately upon the adoption of this ordinance. The Clerk is further directed to notify the  
4 Department of Revenue within ten (10) days after the final adoption by ordinance or referendum of  
5 the levy, termination, or rate change of the local sales tax, but not later than November 16, 2014, prior  
6 to the effective date. Said notice shall include the time period during which the local sales tax will be  
7 in effect, the rate, a copy of the ordinance, the interlocal agreement, and such other information as the  
8 Department of Revenue shall require by rule, in accordance with Fla. Stat. § 212.054(7)(a). In addition  
9 to the notification required by Fla. Stat. § 212.054(7)(a), the Clerk is further directed to notify the  
10 Department of Revenue by October 1, if the referendum, or consideration of the ordinance, that would  
11 result in the levy, termination, or rate change of the local sales tax, is scheduled to occur on or after  
12 October 1<sup>st</sup> of that year, in accordance with Fla. Stat. § 212.054(7)(b).

13           **Section 13. Copies.**

14           Copies of this Ordinance shall be made available for public inspection during regular business  
15 hours at the offices of the Clerk of the Circuit Court.

16           **Section 14. Effectiveness of Proposed Taxing Authority.**

17           The sales tax surcharge authority of the Hernando County Board of County Commissioners,  
18 as provided for herein, shall become effective only if the majority of the qualified electors voting on  
19 the ballot question provided for herein, vote in the affirmative. It then shall be considered adopted and  
20 effective upon certification of the election results.

1           **Section 15. Severability.**

2           It is declared to be the intent of the Board of County Commissioners that if any section,  
3 subsection, clause, sentence, phrase, or provision of this ordinance is for any reason held  
4 unconstitutional or invalid, the invalidity thereof shall not affect the validity of the remaining  
5 portions of this ordinance.

6           **Section 16. Inclusion in the Code.**

7           It is the intention of the Board of County Commissioners of Hernando County, Florida, and  
8 it is hereby provided, that the provisions of this Ordinance shall become and be made a part of the  
9 Code of Ordinances of Hernando County, Florida. To this end, any section of this Ordinance may  
10 be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be  
11 changed to "section, "article," or other appropriate designation.

12           **Section 17. Conflicting Provisions Repealed.**

13           All ordinances or parts of ordinances in conflict with the provisions of this ordinance are  
14 hereby repealed.

15           **Section 18. Effective Date.**

16           This ordinance shall take effect immediately upon receipt of official acknowledgment from  
17 the office of the Secretary of State of Florida that this ordinance has been filed with said office.



# Attachment 4

**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. <sup>2014-</sup>~~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.

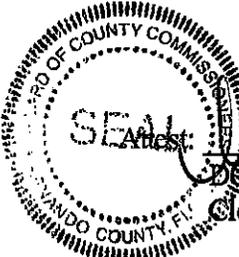
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IN WITNESS WHEREOF, the parties hereunto have executed the foregoing agreement on

the 22 day of JULY, 2014.

[SEAL]

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



Donald C. Barbée, Jr. By: Wayne Dukes  
DONALD C. BARBEE, JR. Clerk WAYNE DUKES Date  
Chairman

Approved for Form and Legal Sufficiency

[Signature]  
Deputy County Attorney

[SEAL]

**CITY OF BROOKSVILLE**



Janice L. Peters, CMC  
Janice L. Peters, CMC  
City Clerk

By:

Kevin Hohn 8/4/14  
KEVIN HOHN Date  
Mayor

Approved for Form and Legal Sufficiency

[Signature]  
City Attorney

[SEAL]

ATTEST:

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

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

By:

GUS GUADAGNINO Date 7/29/14  
Board Chairperson

Approved for ~~Form~~ and Legal Sufficiency

Dennis J. Alfonso  
General Counsel



**AGENDA ITEM  
MEMORANDUM**

**TO:** HONORABLE MAYOR AND CITY COUNCILMEN  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER *[Signature]*  
**FROM:** JIM DELACH, ASSISTANT FINANCE DIRECTOR *[Signature]*  
**SUBJECT:** ORDINANCE NO. 841 - AMENDING FY2013/14 BUDGET  
**DATE:** September 2, 2014

**GENERAL SUMMARY/BACKGROUND:** On September 27, 2013, the City of Brooksville City Council passed Ordinance No. 839 (Attachment 2), adopting the budget for Fiscal Year 2014.

Following the final audit for Fiscal Year 2012/13 by Clifton Larson Allen, it was recommended that three funds be closed to the General Fund, applying the GASB 54 criteria that specific sources of revenue and expense are required. They are the Good Neighbor Trail Fund (120); Major Storm Readiness Fund (124); and Tree/Streetscaping (134). The balance of these funds will be transferred to the General Fund.

Council, at their meeting of August 18, 2014, approved the first reading of Ordinance No. 841. Staff is requesting that City Council approve the amendment of the Fiscal Year 2014 budget to reflect the closing of these funds. Provided as Attachment 1 is Ordinance 841, which will amend the Fiscal Year 2014 budget, accomplishing the closure of these funds.

*JD* **BUDGET IMPACT:** This will close Funds 120 Good Neighbor Trail, Fund 124 Major Storm Readiness and Fund 134 Tree/Streetscaping. The balance of each fund will be transferred into the General Fund for Fiscal Year 2014.

*CS* **LEGAL REVIEW:** The City Council has home-rule authority (Art. VII, (2) Fla. Const. and §166.011 Fla. Stat.) to consider matters of fiscal and intergovernmental benefit. Ordinance No. 839 which set the Fiscal Year 2013/14 Budget provides for budget amendments and transfer of funds. Pursuant to Section IV of Ordinance No. 839, "Consent and approval of the City Council may be given during a duly called and constituted session of said Council identifying said budget amendments or adjustments.

**STAFF RECOMMENDATION:** Staff recommends approval of Ordinance No. 841 upon second reading, upon roll-call vote.

**ATTACHMENT:** 1. Ordinance No. 841  
2. Ordinance No. 839

# **Attachment 1**

**ORDINANCE NO. 841**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2013/2014  
BUDGET FOR THE GENERAL OPERATIONS OF THE CITY OF  
BROOKSVILLE, FLORIDA, CLOSING FUNDS 120, 124 AND 134.**

Whereas, the City Council for the City of Brooksville, on September 25, 2013, adopted Ordinance 839, reflecting the final budget for the Fiscal Year 2013/14; and

Whereas, following the final audit for Fiscal Year 2012/13 by Clifton Larson Allen, it was recommended that three funds be closed to the General Fund applying the GASB 54 criteria that specific sources of revenue and expense are required; and

Whereas, The City Council has home-rule authority (Art. VII, (2) Fla. Const. and §166.011 Fla. Stat.) to consider matters of fiscal and intergovernmental benefit. Ordinance No. 839 which set the Fiscal Year 2013/14 Budget provides for budget amendments and transfer of funds. Pursuant to Section IV of Ordinance No. 839, "Consent and approval of the City Council may be given during a duly called and constituted session of said Council identifying said budget amendments or adjustments."; and

Whereas, the City desires to amend and close the following Special Revenue Funds due to their non-compliance with GASB-54 criteria: Good Neighbor Trail Fund (120); Major Storm Readiness Fund (124); and Tree/Streetscaping (134), transferring their balances to the General Fund.

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

**SECTION I. GENERAL APPROPRIATIONS FOR FISCAL YEAR 2014** are hereby amended as follows:

<b>A. <u>General Fund</u></b>	<b>Adopted FY2014</b>	<b>Amended</b>
Fund Balance October 1	\$ 755,205	\$ 919,321
Revenues	6,291,677	\$6,295,027
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b><u>\$7,046,882</u></b>	<b><u>\$7,214,348</u></b>
General Government	\$ 630,249	\$ 630,249
City Council	115,019	115,019
Administration Department	291,181	291,181
Technology Services	100,000	100,000
Human Resource Department	59,865	59,865
Business Development	57,725	57,725
Community Development Department	360,669	360,669
Finance Department	327,808	327,808
Police Department	2,203,005	2,203,005
Fire Department	1,026,677	1,026,677
Parks & Recreation Department	787,891	789,291
Cemetery	124,357	124,357
Recreation	67,507	67,507
Department of Public Works	447,753	472,753
Street Lighting	155,500	155,500
General Fund Reserves	291,676	432,742
<b>TOTAL GENERAL FUND</b>	<b><u>\$7,046,882</u></b>	<b><u>\$7,214,348</u></b>

<b>B. Special Revenue Funds</b>	<b>Adopted FY2014</b>	<b>Amended</b>
Good Neighbor Trail Fund (120)		
Fund Balance October 1	\$6,388	\$ 0.00
Revenues	0	0
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b><u>\$6,388</u></b>	<b><u>\$ 0.00</u></b>
Expenditures	\$1,400	\$ 0.00
Reserves	4,988	0
<b>TOTAL APPROPRIATION</b>	<b><u>\$6,388</u></b>	<b><u>\$ 0.00</u></b>
Major Storm Readiness Fund (124)		
Fund Balance October 1	\$72,889	\$ 0.00
Revenues	200	0
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b><u>\$73,089</u></b>	<b><u>\$ 0.00</u></b>
Expenditures	\$ 0	\$ 0.00
Reserves	73,089	0
<b>TOTAL APPROPRIATION</b>	<b><u>\$73,089</u></b>	<b><u>\$ 0.00</u></b>
Tree/Streetscaping (134)		
Fund Balance October 1	\$84,839	\$ 0.00
Revenues	3,150	0
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b><u>\$87,989</u></b>	<b><u>\$ 0.00</u></b>
Expenditures	\$25,000	\$ 0.00
Reserves	62,989	0
<b>TOTAL APPROPRIATION</b>	<b><u>\$87,989</u></b>	<b><u>\$ 0.00</u></b>

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

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

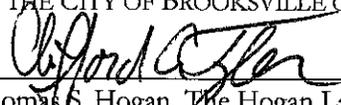
**SECTION 4. Effective Date.** This ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

**CITY OF BROOKSVILLE**

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

By: \_\_\_\_\_  
Kevin Hohn, Mayor

PASSED on First Reading August 18, 2014  
NOTICE Published on September 5, 2014  
PASSED on Second & Final Reading \_\_\_\_\_

APPROVED AS TO FORM FOR THE RELIANCE  
OF THE CITY OF BROOKSVILLE ONLY:  
  
\_\_\_\_\_  
Thomas S. Hogan, The Hogan Law Firm, LLC  
City Attorney

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

# Attachment 2

**Ordinance No. 839**

**AN ORDINANCE APPROPRIATING CERTAIN MONIES FOR THE GENERAL OPERATIONS OF THE CITY OF BROOKSVILLE, FLORIDA, FROM ITS SEVERAL FUNDS FOR THE TWELVE MONTH PERIOD BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, as follows:**

**I. GENERAL APPROPRIATIONS FOR FISCAL YEAR 2013:** That the following sums are hereby estimated as revenues, expenditures and fund balances for the fiscal year beginning October 1, 2013 and ending September 30, 2014.

<b>A.</b>	<b><u>General Fund</u></b>	
	Fund Balance October 1	\$755,205
	Revenues	6,291,677
	<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b><u>\$7,046,882</u></b>
	General Government	\$630,249
	City Council	93,748
	Administration Department	291,181
	Technology Services	100,000
	Human Resources Department	59,865
	Business Development	57,725
	Community Redevelopment Department	360,669
	Finance Department	327,808
	Police Department	2,203,005
	Fire Department	1,026,677
	Parks & Recreation Department	787,891
	Cemetery	124,357
	Recreation	67,507
	Department of Public Works	447,753
	Street Lighting	155,500
	General Fund Reserves	312,947
	<b>TOTAL GENERAL FUND</b>	<b><u>\$7,046,882</u></b>
<b>B.</b>	<b><u>Special Revenue Funds</u></b>	
	Police Education Fund (104)	
	Fund Balance October 1	\$28,153
	Revenues	9,302
	<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b><u>\$37,455</u></b>
	Expenditures	\$15,000
	Reserves	22,455
	<b>TOTAL APPROPRIATION</b>	<b><u>\$37,455</u></b>

Local Option Gas Tax Fund (108)	
Fund Balance October 1	\$17,790
Revenues	238,449
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$256,239</b>
<hr/>	
Expenditures	\$238,449
Reserves	17,790
<b>TOTAL APPROPRIATION</b>	<b>\$256,239</b>
<hr/>	
Law Enforcement Invest. Trust Fund (109)	
Fund Balance October 1	\$41,258
Revenues	56,350
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$97,608</b>
<hr/>	
Expenditures	\$42,000
Reserves	55,608
<b>TOTAL APPROPRIATION</b>	<b>\$97,608</b>
<hr/>	
Road Impact Fees Fund (110)	
Fund Balance October 1	\$1,964,603
Revenues	5,500
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$1,970,103</b>
<hr/>	
Expenditures	\$200,000
Reserves	1,770,103
<b>TOTAL APPROPRIATION</b>	<b>\$1,970,103</b>
<hr/>	
Law Enfmt. Impact Fees Fund (112)	
Fund Balance October 1	\$31
Revenues	4,490
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$4,521</b>
<hr/>	
Expenditures	\$0
Reserves	4,521
<b>TOTAL APPROPRIATION</b>	<b>\$4,521</b>
<hr/>	
Public Bldg. Impact Fees Fund (113)	
Fund Balance October 1	\$50,099
Revenues	24,840
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$74,939</b>
<hr/>	
Expenditures	\$0
Reserves	74,939
<b>TOTAL APPROPRIATION</b>	<b>\$74,939</b>
<hr/>	
Fire/EMS Impact Fees Fund (114)	
Fund Balance October 1	\$51,667
Revenues	11,205
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$62,872</b>
<hr/>	
Expenditures	\$0
Reserves	62,872
<b>TOTAL APPROPRIATION</b>	<b>\$62,872</b>
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Park Impact Fees Fund (115)	
Fund Balance October 1	\$42,993
Revenues	4,180
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$47,173</b>
<hr/>	
Expenditures	\$30,000
Reserves	17,173
<b>TOTAL APPROPRIATION</b>	<b>\$47,173</b>
<hr/>	
Law Enforcement Trust Fund (116)	
Fund Balance October 1	\$37,717
Revenues	36,721
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$74,438</b>
<hr/>	
Expenditures	\$10,500
Reserves	63,938
<b>TOTAL APPROPRIATION</b>	<b>\$74,438</b>
<hr/>	
Justice Assistance Grant (118)	
Fund Balance October 1	\$0
Revenues	31,178
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$31,178</b>
<hr/>	
Expenditures	\$31,178
Reserves	0
<b>TOTAL APPROPRIATION</b>	<b>\$31,178</b>
<hr/>	
Good Neighbor Trail Fund (120)	
Fund Balance October 1	\$6,388
Revenues	0
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$6,388</b>
<hr/>	
Expenditures	\$1,400
Reserves	4,988
<b>TOTAL APPROPRIATION</b>	<b>\$6,388</b>
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Fire Grants & Donations Fund (122)	
Fund Balance October 1	\$11,135
Revenues	2,300
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$13,435</b>
<hr/>	
Expenditures	\$4,060
Reserves	9,375
<b>TOTAL APPROPRIATION</b>	<b>\$13,435</b>
<hr/>	
Police Grants & Donations Fund (123)	
Fund Balance October 1	\$16,418
Revenues	1,000
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$17,418</b>
<hr/>	
Expenditures	\$10,500
Reserves	6,918
<b>TOTAL APPROPRIATION</b>	<b>\$17,418</b>
<hr/>	

Major Storm Readiness Fund (124)	
Fund Balance October 1	\$72,889
Revenues	200
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$73,089</b>
Expenditures	\$0
Reserves	73,089
<b>TOTAL APPROPRIATION</b>	<b>\$73,089</b>
Traffic Camera Fund (128)	
Fund Balance October 1	\$464,171
Revenues	2,303,100
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$2,767,271</b>
Expenditures	\$2,546,589
Reserves	220,682
<b>TOTAL APPROPRIATION</b>	<b>\$2,767,271</b>
First Tee Fund (129)	
Fund Balance October 1	\$40,161
Revenues	19,500
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$59,661</b>
Expenditures	\$23,757
Reserves	35,904
<b>TOTAL APPROPRIATION</b>	<b>\$59,661</b>
CDBG Community Revitalization (131)	
Fund Balance October 1	\$0
Revenues	0
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$0</b>
Expenditures	\$0
Reserves	0
<b>TOTAL APPROPRIATION</b>	<b>\$0</b>
Tree/Streetscaping (134)	
Fund Balance October 1	\$84,839
Revenues	3,150
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$87,989</b>
Expenditures	\$25,000
Reserves	62,989
<b>TOTAL APPROPRIATION</b>	<b>\$87,989</b>
The Enrichment Center (The PMF) (139)	
Fund Balance October 1	\$3,569
Revenues	9,686
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$13,255</b>
Expenditures	\$8,372
Reserves	4,883
<b>TOTAL APPROPRIATION</b>	<b>\$13,255</b>

FDOT-Highway Landscaping Grant (140)	
Fund Balance October 1	\$0
Revenues	30,000
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$30,000</b>
Expenditures	\$30,000
Reserves	0
<b>TOTAL APPROPRIATION</b>	<b>\$30,000</b>
Special Fire Assessment Fund (143)	
Fund Balance October 1	-\$44,084
Revenues	1,615,126
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$1,571,042</b>
Expenditures	\$1,551,037
Reserves	20,005
<b>TOTAL APPROPRIATION</b>	<b>\$1,571,042</b>
Brownfields Assessment Grant (144)	
Fund Balance October 1	\$0
Revenues	134,000
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$134,000</b>
Expenditures	\$134,000
Reserves	0
<b>TOTAL APPROPRIATION</b>	<b>\$134,000</b>

**C. Capital Projects Funds**

McKethan Park (302)	
Fund Balance October 1	\$24,497
Revenues	1,500
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$25,997</b>
Expenditures	\$20,000
Reserves	5,997
<b>TOTAL APPROPRIATION</b>	<b>\$25,997</b>
Multi Year Capital Project Accumulation Fund (308)	
Fund Balance October 1	\$399,749
Revenues	550,000
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$949,749</b>
Expenditures	\$940,000
Reserves	9,749
<b>TOTAL APPROPRIATION</b>	<b>\$949,749</b>

Capital Improvement Revenue Fund (309)	
Fund Balance October 1	\$11,053
Revenues	32,500
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$43,553</b>
<hr/>	
Expenditures	\$43,553
Reserves	0
<b>TOTAL APPROPRIATION</b>	<b>\$43,553</b>
<hr/>	
Bond & Interest Sinking Fund (311)(For 2011 Capt.Impr.Note )	
Fund Balance October 1	\$0
Revenues	303,780
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$303,780</b>
<hr/>	
Expenditures	\$303,780
Reserves	0
<b>TOTAL APPROPRIATION</b>	<b>\$303,780</b>
<hr/>	
2011 Capital Improvement Loan Fund (312)(Capt. Proj.Fund)	
Fund Balance October 1	\$6,130
Revenues	0
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$6,130</b>
<hr/>	
Expenditures	\$6,130
Reserves	0
<b>TOTAL APPROPRIATION</b>	<b>\$6,130</b>
<hr/>	
Bond Settlement Fund (313)(Capital Projects)	
Fund Balance October 1	\$0
Revenues	0
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$0</b>
<hr/>	
Expenditures	\$0
Reserves	0
<b>TOTAL APPROPRIATION</b>	<b>\$0</b>
<hr/>	
Bond & Interest Sinking Debt Service Fund (201)	
(For USDA Revenue Bonds)	
Fund Balance October 1	\$26,210
Revenues	13,013
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$39,223</b>
<hr/>	
Expenditures	\$25,458
Reserves	13,765
<b>TOTAL APPROPRIATION</b>	<b>\$39,223</b>
<hr/>	

Bond & Interest Sinking Debt Service Fund (202)	
(For 2011 Fund Balance October 1	\$41,982
Revenues	303,780
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$345,762</b>

Expenditures	\$303,780
Reserves	41,982
<b>TOTAL APPROPRIATION</b>	<b>\$345,762</b>

**D. Proprietary Fund Funds**

Public Works - Water & Wastewater (ALL)	
Fund Balance October 1	\$3,310,000
Revenues	3,650,861
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$6,960,861</b>

Expenditures	\$4,200,748
Reserves	2,760,113
<b>TOTAL APPROPRIATION</b>	<b>\$6,960,861</b>

Public Works - Solid Waste Collection (403)	
Fund Balance October 1	\$512,335
Revenues	1,343,979
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$1,856,314</b>

Expenditures	\$1,316,955
Reserves	539,359
<b>TOTAL APPROPRIATION</b>	<b>\$1,856,314</b>

Public Works - Vehicle Maint. Internal Service Fund (501)	
Fund Balance October 1	\$6,177
Revenues	103,337
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$109,514</b>

Expenditures	\$103,337
Reserves	6,177
<b>TOTAL APPROPRIATION</b>	<b>\$109,514</b>

Vehicle Replacement Internal Service Fund (502)	
Fund Balance October 1	\$1,417,529
Revenues	190,364
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$1,607,893</b>

Expenditures	\$334,479
Reserves	1,273,414
<b>TOTAL APPROPRIATION</b>	<b>\$1,607,893</b>

<b>Equipment Replacement Internal Service Fund (503)</b>		
Fund Balance October 1		\$2,632
Revenues		8,005
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>		<b>\$10,637</b>
		<hr/>
Expenditures		\$0
Reserves		10,637
<b>TOTAL APPROPRIATION</b>		<b>\$10,637</b>
		<hr/>
<b>E. Trust and Agency Funds</b>		
<b>Butterweck Bond Fund (603)</b>		
Fund Balance October 1		\$2,228
Revenues		6
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>		<b>\$2,234</b>
		<hr/>
Expenditures		\$0
Reserves		2,234
<b>TOTAL APPROPRIATION</b>		<b>\$2,234</b>
		<hr/>
<b>Special Cemetery Perpetual Care Fund (605)</b>		
Fund Balance October 1		\$365,249
Revenues		11,360
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>		<b>\$376,609</b>
		<hr/>
Expenditures		\$0
Reserves		376,609
<b>TOTAL APPROPRIATION</b>		<b>\$376,609</b>
		<hr/>
<b>Firefighters' Retirement Fund (607)</b>		
Fund Balance October 1		\$5,322,056
Revenues		789,960
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>		<b>\$6,112,016</b>
		<hr/>
Expenditures		\$395,000
Reserves		5,717,016
<b>TOTAL APPROPRIATION</b>		<b>\$6,112,016</b>
		<hr/>
<b>HRA Funding Account (609)</b>		
Fund Balance October 1		\$4,174
Revenues		31,250
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>		<b>\$35,424</b>
		<hr/>
Expenditures		\$31,250
Reserves		4,174
<b>TOTAL APPROPRIATION</b>		<b>\$35,424</b>
		<hr/>

Donor Memorial Wall Fund (612)	
Fund Balance October 1	\$0
Revenues	0
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$0</b>
<hr/>	
Expenditures	\$0
Reserves	0
<b>TOTAL APPROPRIATION</b>	<b>\$0</b>
<hr/>	
Policemen's Retirement Fund (613)	
Fund Balance October 1	\$4,147,538
Revenues	498,496
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$4,646,034</b>
<hr/>	
Expenditures	\$54,000
Reserves	4,592,034
<b>TOTAL APPROPRIATION</b>	<b>\$4,646,034</b>
<hr/>	
Community Redevelopment Agency (615)	
Fund Balance October 1	\$501,493
Revenues	81,305
<b>TOTAL AVAILABLE FOR APPROPRIATION</b>	<b>\$582,798</b>
<hr/>	
Expenditures	\$339,315
Reserves	243,483
<b>TOTAL APPROPRIATION</b>	<b>\$582,798</b>
<hr/>	

**II. TRANSFERS:** Any sum, or sums, appropriated within the various departments and funds of the City of Brooksville, if not required for such purpose may be applied to the expense of the Department to which said sums are appropriated or the fund from which it was appropriated.

**III. EXPENDITURES:** Expenditures authorized under this Ordinance shall be processed with the approval of the City Manager or designee. Payments made shall be by electronic transfer or by check drawn by the Director of Finance and signed by the City Manager or City Clerk and the Mayor or Vice Mayor.

**IV. BUDGET OVER-EXPENDITURES:** Under no circumstances may a Departmental Appropriation be over-expended without the consent and approval of the City Council. Consent and approval of the City Council may be given during duly called and constituted sessions of said Council identifying said budget amendments or adjustments.

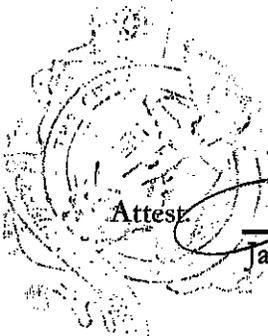
**V. ENCUMBRANCES UNDER CONTRACT:** That valid commitments for goods and services which remain uncompleted as of September 30, 2013, shall not lapse, but shall be automatically re-appropriated and incorporated into the final budget of the City for the fiscal year beginning October 1, 2013 and ending September 30, 2014.

**VI. ENCUMBRANCES NOT UNDER CONTRACT:** That City Council approved funds as of September 30, 2013, shall be automatically re-appropriated and incorporated into the final budget of the City for the fiscal year beginning October 1, 2013 and ending September 30, 2014.

**VII. EFFECTIVE DATE:** This Ordinance shall become effective immediately upon the later of its adoption or 12:01 A.M., October 1, 2013 as required by the Code of the City of Brooksville, Florida and applicable State Law.

**VIII. REPEALER:** All Ordinances, or parts of Ordinances, in conflict herewith are hereby expressly repealed.

CITY OF BROOKSVILLE



Attest

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

BY:

*Lara Bradburn*  
Lara Bradburn, Mayor

PASSED on First Reading September 11, 2013  
NOTICE Published on September 13, 2013  
PASSED on Second Reading September 25, 2013

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

VOTE OF COUNCIL

Bernardini NAY  
Bradburn AYE  
Burnett AYE  
Hohn NAY  
Johnston AYE

*Thomas S. Hogan* *Fisher*  
Thomas S. Hogan, The Hogan Law Firm, LLC  
City Attorney



## AGENDA ITEM MEMORANDUM

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

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

**FROM:** JANICE L. PETERS, CMC, CITY CLERK *Janice L. Peters*

**SUBJECT:** RESOLUTION NO. 2014-14 - FDOT CLOSURE FOR VETERAN'S APPRECIATION PARADE

**DATE:** SEPTEMBER 4, 2014

---

**GENERAL INFORMATION:** The 2014 Veteran's Appreciation Parade is scheduled for Saturday, November 8, 2014. Line-up begins at 8:30 a.m. at City Hall with the parade from 10:00 – 11:00 a.m. This year's parade is being sponsored by Hernando County Board of County Commissioners, who will also supply the Certificate of Insurance.

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

Staff will need to submit a permit to the State of Florida FDOT, along with the proposed Resolution, upon approval by Council, for closure of Jefferson and Broad Streets. Release of the permit will be pending submittal of the Certificate of Insurance which will be supplied by Hernando County Board of County Commissioners.

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

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

**STAFF RECOMMENDATION:** Staff recommends Council approval of Resolution No. 2014-14.

**ATTACHMENT:** Resolution No. 2014-14

RESOLUTION NO 2014-14

A RESOLUTION OF THE CITY OF BROOKSVILLE, FLORIDA SUPPORTING A REQUEST TO CLOSE JEFFERSON STREET AND BROAD STREET BETWEEN ORANGE STREET AND MAGNOLIA AVENUE IN DOWNTOWN BROOKSVILLE ON SATURDAY, NOVEMBER 8, 2014; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

ADOPTED this 15<sup>th</sup> day of September, 2014.

CITY OF BROOKSVILLE

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

By: \_\_\_\_\_  
Kevin Hohn, Mayor

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

VOTE OF CITY COUNCIL

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

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

**CITY OF BROOKSVILLE  
COMMUNITY REDEVELOPMENT AGENCY (CRA)  
201 Howell Avenue  
Brooksville, FL 34601**

**AGENDA**

September 15, 2014

7:00 P.M.

**A. CALL TO ORDER**

**B. REGULAR AGENDA**

**1. Coastal Engineering Associates, Inc. Professional Consultant Services Contract and Agreement Extension**

Consideration of 1-year extension of current Contract for the update of the Community Redevelopment Plan and additional professional services related to Community Redevelopment Agency/Area Projects.

Presentation:	Director of Community Development
Recommendation:	Approval and authorization to extend original contract
Attachments:	Memo from Director of Community Development dated August 25, 2014; Fourth Addendum

**2. Coastal Engineering Associates, Inc. Professional Consultant Services Task Order #2**  
Update and Action/Direction Request on Task Order No. 2 project for the Community Redevelopment Plan Capital Improvement Program.

• **Signage and Wayfinding Plan**

Review of the Signage Design Manual that will be used as the bid document for acquiring a contractor to provide construction documents, fabricate and install the signage.

Presentation:	Director of Community Development & Coastal Engineering and Associates, Inc.
Recommendation:	Requesting CRA approval to proceed with the bidding the project using the Signage Design Manual document and/or provide further direction on the same
Attachments:	Memo from Don Lacey dated September 09/03/14; Draft Signage Design Manual; PowerPoint Presentation

**C. ADJOURNMENT**

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



**COMMUNITY REDEVELOPMENT AGENCY  
AGENDA ITEM  
MEMORANDUM**

**TO:** CRA CHAIRPERSON AND AGENCY MEMBERS  
**VIA:** T. JENNENE NORMAN-VACHA, CITY MANAGER  
**FROM:** BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR/  
CRA EXECUTIVE DIRECTOR  
**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH COASTAL  
ENGINEERING ASSOCIATES, INC. - CONTRACT EXTENSION  
**DATE:** AUGUST 25, 2014

**GENERAL SUMMARY/BACKGROUND:** On November 15, 2010, the City of Brooksville Community Redevelopment Agency entered into an Agreement with Coastal Engineering Associates, Inc., to provide Professional Consultant Services on a Task Order basis that may include planning, design, analysis, project management and related services for the benefit of the Community Redevelopment Area.

The term of the agreement was for one (1) year with provisions to extend the term upon mutual agreement for three additional one (1) year terms (Reference Section 1 of the Agreement). Section 1.2 of the Agreement provides for additional term extensions if authorized by the Community Redevelopment Agency (CRA). This would be the fourth addendum to extend the term of the Agreement if it is approved by the CRA.

There have been two Task Orders issued pursuant to this Agreement to date. Task Order No. 1 involved the consultant working with staff to prepare a comprehensive update of the Community Redevelopment Plan. This Task was completed in January 2013. Task Order No. 2 involves four specific projects that include planning and implementation of a Downtown Beautification Program, preparation of a Recreation Master Plan (approved/accepted by the CRA in March 2014), preparation of a Stormwater Master Plan (approved/accepted by the CRA in March 2014) and a Gateway and Wayfinding Signage Plan. An update of the status of the Gateway and Wayfinding Signage Plan and Downtown Beautiful Program projects will be presented to the City Council/CRA at the same meeting this Agreement Addendum is being considered.

The Consultant has indicated their agreement to extend the contract as written with no changes. The CRA has three basic options:

1. Extend the contract as written for one (1) additional year.
2. Extend the contract for one (1) additional year with changes (none proposed).
3. Open a formal Bid process and request RFP's to replace the current Consultant.

**BUDGET IMPACT:** Funding for these CRA services will be provided through the CRA Budget Line Item Account #615-015-515-556-50.

**LEGAL REVIEW:** Pursuant to Section 163.387, Florida Statutes, and Sections 26-32, 26-34 and 26-35 of the City of Brooksville's Code of Ordinances, the City of Brooksville Community Redevelopment Agency, as a dependent Special District, has the authority to take action on items that have been approved within the City of Brooksville Community Redevelopment Plan and CRA budget.

**STAFF RECOMMENDATION:** Authorize the CRA Chairperson to execute the necessary paperwork with Coastal Engineering Associates, Inc., to enable the CRA to enter into this fourth, one (1) year extension utilizing the existing contract specifying the same terms as those negotiated/executed in the original agreement dated November 15, 2010, or provide alternative direction to Staff.

**ATTACHMENTS:**

1. Fourth Addendum - One (1) Year Agreement Extension
2. Agreement for Professional Services
3. Task Order No. 1 dated November 15, 2010
4. Task Order No. 2 dated February 4, 2013

# Attachment 1

**FOURTH ADDENDUM  
TO  
CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY  
AND COASTAL ENGINEERING ASSOCIATES, INC.**

This Fourth Addendum to the Contract and Agreement for Professional Consultant Services is made as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Brooksville Community Redevelopment Agency (the CRA), a dependent special district under the laws of the State of Florida, by and through its duly authorized representative whose address is 201 Howell Avenue, Brooksville, Florida 34601, and Coastal Engineering Associates, Inc. (the CONSULTANT), a Florida Corporation whose address is 966 Candlelight Boulevard, Brooksville, Florida, 34601.

**WHEREAS**, the CRA has entered into that certain Agreement for Professional Consulting Services on a continuing basis (the "Agreement") dated November 15, 2010; and

**WHEREAS**, the original term of the Agreement was for one year with the option of extending the term for three (3) additional one (1) year periods, with a provision that would allow for additional term extensions if approved by the CRA, and the current Agreement term is set to expire as of November 15, 2014; and

**WHEREAS**, the parties desire to extend the term of the Agreement in accordance with Section 1 of the Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, the CRA and the Consultant (collectively, the PARTIES) agree as follows:

1. **EXTENDED TERM.** Pursuant to Section 1 of the Agreement, the PARTIES agree to extend the term of the Agreement for one year such that the term of the Agreement will expire as of November 15, 2015.

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

**COASTAL ENGINEERING  
ASSOCIATES, INC.**

ATTEST:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Cliff Manuel, Jr., P.E.  
President

\_\_\_\_\_  
Witness

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

ATTEST:

(Seal)

**CITY OF BROOKSVILLE  
COMMUNITY REDEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
JANICE L. PETERS, CMC  
As its City Clerk

By: \_\_\_\_\_  
KEVIN HOHN  
As its Chairperson

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

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

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

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

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

# Attachment 2

CONTRACT AND AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY  
AND  
COASTAL ENGINEERING ASSOCIATES, INC.

ADMINISTERED BY  
CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY  
201 HOWELL AVE.  
BROOKSVILLE, FL 34601

CONTRACT AND AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY  
AND  
COASTAL ENGINEERING ASSOCIATES, INC.

THIS AGREEMENT is entered into as of this 15<sup>th</sup> day of November 2010, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE, BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CRA."

and

COASTAL ENGINEERING ASSOCIATES, INC, a Florida corporation, whose address is: 966 CANDLELIGHT BLVD. BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the CRA wishes to obtain professional consulting services on a continuing basis, and

WHEREAS, the CONSULTANT is willing to provide such planning services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

**1.0 TERM**

- 1.1 This AGREEMENT is to become effective upon execution by both parties, and shall remain in effect for a one (1) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual AGREEMENT for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the CRA for additional extensions.
- 1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this AGREEMENT shall survive until completion of all task authorizations/work orders.

**2.0 DESCRIPTION OF SERVICES**

- 2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to CONSULTANT any agreement or task order authorization and the

CRA expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

- 2.2 The CRA shall make requests for the CONSULTANT to perform consultant services on a task order basis. The CRA will communicate with CONSULTANT, verbally or in writing, a general description of the task to be performed. The CONSULTANT will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget or lump sum budget to accomplish the task, and send the thus developed "Task Order Proposal" to the CRA. If a site visit by the CONSULTANT is needed to generate the scope document, the CONSULTANT shall request approval prior to visiting the site. The CRA will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the CONSULTANT may include any of the services as provided in EXHIBIT A - PROFESSIONAL CONSULTANT SERVICES.

The CRA will issue a Notice to Proceed to the CONSULTANT. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CRA, the CONSULTANT shall perform the services set forth in the task authorization/work order, which may include, but not be limited to, design, studies, specification preparation, bid evaluation, construction management services, reports, and any additional other services which may be set forth in the task authorization/work order.

- 2.2.1 Notwithstanding the above, for any proposed project in which the CRA estimates the fee to total less than Twenty Five Thousand and No/100 Dollars (\$25,000.00) verbal authorization to proceed may be given to CONSULTANT, and followed within ten working days with a "Letter of Confirmation." Such letter shall be considered as the task authorization.

- 2.3 The CONSULTANT shall provide the CRA'S designated project manager with a monthly progress report of all work accomplished and project deliverables completed. For lump sum budget projects, project progress reports shall accompany all invoices and describe the detailed work tasks completed. For not-to-exceed budget projects, time sheets or labor cost statements for services rendered during the preceding month shall be provided. Each labor summary statement or time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

### 3.0 CHANGES IN THE SCOPE OF WORK

- 3.1 The CRA may make changes in the services at any time by giving written notice to CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, the CRA and CONSULTANT will negotiate any

change in total cost or schedule of modifications. If the CRA and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and the CONSULTANT shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the CRA'S and CONSULTANT'S designated representatives.

- 3.2 All of the CRA'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this AGREEMENT insofar as they are applicable.

#### **4.0 SCHEDULE**

- 4.1 The CONSULTANT shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. The CONSULTANT shall complete all of said services in a timely manner and will keep the CRA apprised of the status of work on at least a monthly basis.
- 4.2 No extension for completion of services shall be granted to the CONSULTANT without the CRA'S prior written consent, except as provided in Sections 3.1 and 19.0 herein.

#### **5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES**

##### **5.1 DEFINITIONS:**

- 5.1.1 "Hourly rates" as set forth in EXHIBIT B - HOURLY RATES SCHEDULE are to be used as a basis for calculating lump sum or not-to-exceed budget projects for services pursuant to Paragraphs 2.0 and 3.0. These hourly rates shall include wages, salaries, taxes, insurance, overhead and profit. The hourly rates are firm for the initial term, but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the AGREEMENT. Any adjustments to the hourly rates schedule must be mutually agreed to by the CRA and CONSULTANT.
- 5.1.2 "Reimbursable expenses" as set forth in EXHIBIT C - REIMBURSEABLE EXPENSES SCHEDULE are to be used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses shall include, but not be limited to: subsistence, automobile expenses, and other similarly incurred expenses, which are directly or indirectly in connection with the project. Said reimbursable expenses shall be calculated and incorporated into the lump sum or not-to-exceed project budget and will not be billed separately as an additional cost.

In-house copying charges, computer fees, photocopies less than 11-inches by 17-inches, telephone services, faxes, and other similar items shall be considered a portion of the CONSULTANT'S overhead costs and shall not be billed separately to the CRA.

5.1.3 "Deliverables" are defined as reports, findings, specifications, or anything else that is the end product or work performed by the CONSULTANT for the CRA. The CONSULTANT shall, within such time constraints as may be set forth in the work order, submit to the CRA the deliverables as identified in the work order; and the CONSULTANT shall, upon completion of all work, submit to the CRA all information developed in the course of the consulting services. The CONSULTANT shall, upon request by the CRA and upon completion or termination of this AGREEMENT, deliver to the CRA all material furnished to the CONSULTANT, provided the CRA identifies those materials in writing.

## 5.2 PAYMENT/COMPENSATION:

The CRA agrees to pay or compensate the CONSULTANT for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not-to-exceed cost based upon EXHIBIT B - HOURLY RATES SCHEDULE.

5.2.2 Lump sum cost based upon EXHIBIT B - HOURLY RATES SCHEDULE.

## 5.3 SERVICES-ADDITIONALPROVISIONS:

5.3.1 Services and expenses of independent associates, consultants and/or subcontractors employed by the CONSULTANT shall be calculated and incorporated into the lump sum or not-to-exceed project budget and will not be billed separately as an additional cost.

5.4 Times of Payments: At monthly intervals, the CONSULTANT shall submit statements for services.

5.4.1. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by the CRA, shall not be in default of any of the terms and conditions of this AGREEMENT and shall provide to the CRA an invoice. The invoice shall be forwarded to the CRA, no more frequently than once per month. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and

specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. The CRA shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from the CONSULTANT. In the event that the CRA disputes any invoice submitted, it shall advise the CONSULTANT, in writing, and said invoice shall not be deemed due and payable under this AGREEMENT.

5.5 Other Provisions Concerning Payments:

5.5.1 In the event of termination by the CRA under Section 18.0 during the performance of the services, payments due to the CONSULTANT up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

5.5.2 Separate invoicing must be submitted for each individual task authorization. Invoices must show a percentage of the worked completed under the task authorization and any reimbursable expenses.

**6.0 RIGHT TO INSPECTION**

6.1 The CRA or its agents shall have the right to review or observe the services performed by the CONSULTANT.

6.2 No inspection, review, or observation shall relieve the CONSULTANT of its responsibility under this AGREEMENT.

**7.0 PROGRESS MEETING**

The CRA's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this AGREEMENT. The CONSULTANT'S Project Manager and all other appropriate personnel shall attend such meetings as designated by the CRA's Project Manager.

**8.0 SAFETY**

8.1 The CONSULTANT agrees to comply with the CRA's published safety standards while on the property of the CRA.

8.2 The CONSULTANT shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

## 9.0 REASONABLE ACCESS

During the term of this AGREEMENT, the CRA shall grant the CONSULTANT reasonable access to the CRA's premises for purposes of fulfilling its obligations under this AGREEMENT.

## 10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION

10.1 The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companies authorized to do business in the State of Florida. Before commencing work, the CONSULTANT must ensure that Certificates of Insurance are provided to the CRA, evidencing such insurance. The Certificates of Insurance must name the CRA as additionally insured, reference the Project name and contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CRA.

10.1.1 Worker's Compensation - The CONSULTANT will provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all of its employees. The limits will be statutory for Worker's Compensation and \$100,000 for Employers' Liability.

10.1.2 Comprehensive General Liability - The CONSULTANT will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) or its equivalent.

10.1.3 Comprehensive Automobile Liability - The CONSULTANT will provide coverage for all owned and non-owned vehicles for limits of not less than \$500,000 CSL or its equivalent.

10.1.4 Professional Liability Insurance - The CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance coverage must be provided in an amount not less than \$1,000,000 that protects the CONSULTANT to the statutory limits applicable to professional liability.

Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of service performed by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one

(1) year after the completion of construction and acceptance of facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto. The CONSULTANT will also cause professional associates and sub-consultant's retained by the CONSULTANT for the Project to procure and maintain comparable professional liability insurance coverage.

- 10.2 The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CRA, its officers, directors and employees (collectively, CRA) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this AGREEMENT and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable.

The CRA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CRA's negligent acts in connection with the consulting services and the acts of its contractors, subcontractors or consultants or anyone for whom the CRA is legally liable.

Neither the CRA nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

## **11.0 COMPLIANCE WITH LAWS AND REGULATIONS**

The CONSULTANT shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this AGREEMENT.

## **12.0 REPRESENTATIONS**

- 12.1 The CONSULTANT represents that the services provided hereunder shall conform to all requirements of this AGREEMENT; shall be consistent with recognized and sound professional Planning & Engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.
- 12.2 The CONSULTANT represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

- 12.3 Subject to the provisions of this Section, should CONSULTANT breach the warranties set forth herein, the CRA shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the CONSULTANT completes its services under any task authorization entered into hereunder, and the CONSULTANT'S services are non-complying, defective, or otherwise improperly performed and the CRA notifies the CONSULTANT in writing that a defect, error, omission or noncompliance has been discovered in the CONSULTANT'S services, the CONSULTANT shall, at the option of the CRA: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to the CRA; b) refund the amount paid by the CRA attributable to such non-complying, defective or otherwise improperly performed services; or c) if the CONSULTANT fails to take action under a) above, the CONSULTANT will at its sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by the CONSULTANT are those expressly enumerated in this section. Any other statements of fact or descriptions expressed in the AGREEMENT or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

### **13.0 GUARANTEE AGAINST INFRINGEMENT**

The CONSULTANT guarantees that all services provided under this AGREEMENT shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this AGREEMENT, the CONSULTANT shall indemnify, hold harmless, and defend the CRA, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this AGREEMENT. Notwithstanding the foregoing, the CONSULTANT may elect to provide non-infringing services.

### **14.0 DOCUMENTS**

- 14.1 Upon the CRA's or its designated Project Manager's request, at any time during the term of this AGREEMENT or upon completion or termination of this AGREEMENT, the CONSULTANT shall provide the CRA or its designated Project Manager with a copy of all documents and electronic files prepared by the CONSULTANT under this AGREEMENT or any Task Order Authorization hereunder. The CRA understands that re-use of any documents for any other purposes, shall be at the CRA's own risk.

Notwithstanding any provision to the contrary contained in this AGREEMENT, the CONSULTANT shall retain sole ownership to its preexisting information

including but not limited to computer programs, software standard details, figures, templates and specifications.

When transferring data in electronic media format, the CONSULTANT makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the CONSULTANT at the beginning of the project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by the CRA.

- 14.2 The parties acknowledge that the CRA is a Florida dependent special district and subject to the Florida Public Records Law.

## 15.0 ASSIGNMENT

- 15.1 If any part of this AGREEMENT is subcontracted by the CONSULTANT, the CONSULTANT shall be fully responsible to the CRA for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.2 If the CRA determines that any subcontractor is not performing in accordance with this AGREEMENT, the CRA shall so notify the CONSULTANT who shall take immediate steps to remedy the situation.
- 15.3 If any part of this AGREEMENT is subcontracted by the CONSULTANT, prior to commencement of any work by the subcontractor, the CONSULTANT shall require the subcontractor to provide the CRA and its affiliates with insurance coverage as set forth within Section 10 of this Agreement.

## 16.0 INDEPENDENT CONSULTANT

At all times during the term of this AGREEMENT, the CONSULTANT shall be considered an independent CONSULTANT. It is understood that CONSULTANT is an independent consultant and not an agent or employee of the CRA for any purpose including, but not limited to, federal tax and other state and federal law purposes. The CONSULTANT assumes responsibility for payment of all federal, state and local taxes imposed or required of the CONSULTANT under unemployment insurance, Social Security and income tax laws. CONSULTANT shall be solely responsible for any worker's compensation insurance required by law and shall provide the CRA with proof of insurance upon demand. The parties agree that the CRA shall not: (a) pay dues, licenses or membership fees for CONSULTANT; (b) require attendance by CONSULTANT, except as otherwise specified herein; (c) Control the method, manner or means of performing the

Scope of Work under this AGREEMENT, except as otherwise specified herein; or (d) Restrict or prevent CONSULTANT from working for any other party. Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

#### **17.0 DEFAULT**

If during the term of this AGREEMENT, the CONSULTANT shall be in default of any of the material provisions of this AGREEMENT, the CRA may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until the CRA gives written notice of the default to CONSULTANT with at least ten (10) days to cure such default. If the CONSULTANT fails to correct such delinquency or default within thirty (30) days of suspension by the CRA, the CRA may terminate this AGREEMENT.

#### **18.0 TERMINATION**

Notwithstanding any other provision of this AGREEMENT, the CRA may, upon written notice to the CONSULTANT, terminate this AGREEMENT if: a) at any time during the term of this AGREEMENT there will be filed by or against CONSULTANT in any court, pursuant to any statute, a petition in bankruptcy or insolvency for reorganization or for the appointment of a receiver to receive all or a portion of CONSULTANT'S property; b) The CONSULTANT makes a general assignment for the benefit of its creditors; c) The CONSULTANT fails to comply with any of the conditions or provisions of this AGREEMENT; d) The CONSULTANT is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this AGREEMENT, without prejudice to any other right or remedy the CRA may have under this AGREEMENT. In the event of such termination, the CRA shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this AGREEMENT, for work, properly performed prior to the effective date of termination; or e) The CRA may at any time and for any reason terminate CONSULTANT services and work at the CRA's convenience. Upon receipt of such notice, the CONSULTANT shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination for convenience, the CONSULTANT shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by the CONSULTANT as are permitted by this contract and approved by the CRA; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the CONSULTANT prior to the date of the termination of this Agreement. The CONSULTANT shall not be entitled to any claim or claim of lien against the Owner for any additional compensation or damages in the event of such termination and payment.

## **19.0 FORCE MAJEURE**

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by Force Majeure, which may include but not be limited to: fire, flood, windstorm, explosion, riot, war, sabotage, strikes, extraordinary breakdown of or damage to the CRA's affiliates' generating plants, equipment or facilities, court injunction or order, federal and/or state law or regulation, order by any regulatory agency, or cause or causes beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days or more, either party may terminate this AGREEMENT.

## **20.0 GOVERNING LAW & VENUE**

This AGREEMENT is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in the state circuit and appellate courts in and for Hernando County, Florida. The Agreement is consummated in Hernando County, Florida.

## **21.0 HEADINGS**

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this AGREEMENT.

## **22.0 SEVERABILITY**

In the event any portion or part of this AGREEMENT is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this AGREEMENT. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

## **23.0 WAIVER AND ELECTION OF REMEDIES**

23.1 Waiver by either party of any terms, condition, or provision of this AGREEMENT shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this AGREEMENT shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

## **24.0 THIRD PARTY RIGHTS**

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the CRA and CONSULTANT.

## **25.0 PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this AGREEMENT.

## **26.0 ENTIRE AGREEMENT**

This AGREEMENT, including the schedules, attachments, appendixes and exhibits attached hereto, and any Task Authorization executed in furtherance of this AGREEMENT constitutes the entire AGREEMENT between the CRA and CONSULTANT with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

## **27.0 SOVEREIGN IMMUNITY**

Nothing contained in the AGREEMENT shall be construed as a waiver of the CRA's rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CRA's potential liability under state or federal law.

## **28.0 NOTICE**

Any notices required to be given by the terms of this AGREEMENT shall be delivered by hand or mailed, postage prepaid to:

CRA: Bill Geiger, Executive Director  
City of Brooksville CRA  
201 Howell Ave.  
Brooksville, Florida 34601

CONSULTANT: Cliff Manuel, Jr. P.E.  
Coastal Engineering Associates, Inc.  
966 Candlelight Blvd.  
Brooksville, Florida 34601

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

## **29.0 ATTORNEYS' FEES**

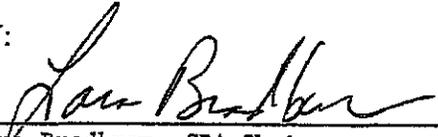
In the event a suit or action is instituted to enforce or interpret any provision of this AGREEMENT, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees, and costs, at trial or on any appeal, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above:

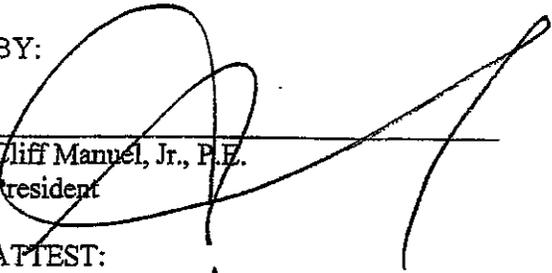
CITY OF BROOKSVILLE  
COMMUNITY REDEVELOPMENT  
AGENCY, HERNANDO COUNTY,  
FLORIDA

COASTAL ENGINEERING  
ASSOCIATES, INC.

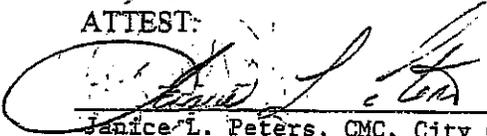
BY:

  
\_\_\_\_\_  
Lara Bradburn, CRA Chair

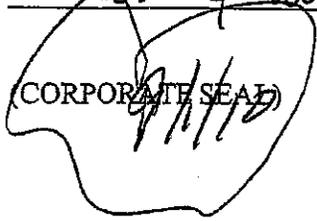
BY:

  
\_\_\_\_\_  
Cliff Manuel, Jr., P.E.  
President

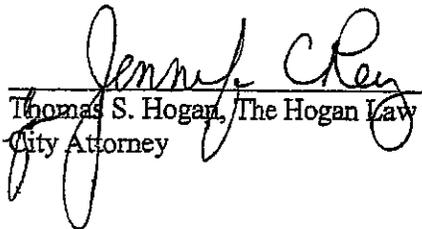
ATTEST:

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

ATTEST:

  
\_\_\_\_\_  
(CORPORATE SEAL)  


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

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

## EXHIBIT A.

### PROFESSIONAL CONSULTANT SERVICES

The Scope of Services generally to be provided by the CONSULTANT may include any of the services as provided in CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY (CRA) PHASE 2 STREETScape REQUEST FOR QUALIFICATIONS RFQ NO. 2010-05 and identified as PROFESSIONAL CIVIL ENGINEERING/PLANNING CONSULTING SERVICES.

These services include but are not limited to professional consulting services to the CRA for work related to updating the adopted Community Redevelopment Plan and preparing design drawings, permitting and project/construction management for implementation of a Phase-2 streetscape project for enhancements within the CRA. Elements of work may consist of modifying/updating a Redevelopment Plan that will meet the goals and needs of the CRA and the local stakeholders within the Community Redevelopment Area, and subsequently designing, permitting and providing construction oversight for implementing a streetscape project. Services may include:

- Public Involvement;
- Multimodal transportation planning;
- Stormwater planning;
- Parking analysis;
- Traffic operations, traffic calming;
- Signal design;
- Structural design;
- Utility Infrastructure (including underground design);
- Roadway assessment;
- Capital improvements plan;
- Agency coordination/permitting;
- Infrastructure evaluation/review;
- Street design;
- Hardscape enhancement design;
- Softscape enhancement design;
- Environmental Engineering;
- Project Management;
- Grant Writing; and other miscellaneous professional services that the CRA may desire.

The Consultant will work with CRA staff and local stakeholders to develop the next phase of improvements within the CRA. This effort will consist of developing a conceptual phase plan that meets the CRA's budget and goals. Upon CRA approval of the concept for the next phase, the Consultant will develop construction plans to bid and implement the improvements.

The Consultant may be required to represent the City of Brooksville CRA in matters involving or relating to other governmental entities at the local, state, or national level.

**EXHIBIT B.**

**HOURLY RATES SCHEDULE**

Principal Engineer/Principal Architect/Expert Testimony .....\$250.00

ENGINEERING

Principal Engineer\* (*Environmental/Transportation/Drainage*) .....\$155.00  
Senior Project Manager.....\$140.00  
Project Manager.....\$115.00  
Senior Project Engineer .....\$135.00  
Project Engineer .....\$ 95.00  
Senior Designer .....\$ 85.00  
Designer .....\$ 70.00  
Technician .....\$ 50.00

\*(Professional Engineer Registered in the State of Florida)

ENVIRONMENTAL

Principal Environmental Scientist .....\$155.00  
Project Manager .....\$120.00  
Senior Environmental Scientist .....\$105.00  
Environmental Scientist II .....\$ 75.00  
Environmental Scientist I.....\$ 70.00

PLANNING

Principal/Project Director .....\$195.00  
Senior Project Specialist ..... \$159-190.00  
Project Manager/Principle Planner .....\$140.00  
GIS Director.....\$138.00  
Senior Transportation Planner .....\$129.00  
Senior Urban Designer/Planner .....\$111.00  
Urban Designer/Planner.....\$ 94.00  
GIS Analyst / Transportation Planner.....\$ 88.00  
Planner/ Designer .....\$ 78.00  
Graphics Designer.....\$ 79.00

CONSTRUCTION REVIEW

Senior Project Manager.....\$140.00  
Project Manager .....\$115.00

**EXHIBIT B.**

**HOURLY RATES SCHEDULE**

Construction Manager .....	\$ 90.00
Senior Field Representative .....	\$ 77.00
Field Representative.....	\$ 65.00

**ARCHITECTURAL**

Project Architect .....	\$130.00
Architectural Project Manager.....	\$115.00
Site Planner .....	\$105.00

**SURVEYING**

Expert Witness .....	\$175.00
Senior Land Surveyor .....	\$105.00
Land Surveyor .....	\$ 90.00
Project Surveyor/Crew Coordinator .....	\$ 85.00
Survey Crew (4 Person).....	\$155.00
Survey Crew (3 Person).....	\$132.00
Survey Crew (2 Person).....	\$105.00
Survey Crew (1 Person).....	\$ 72.00
Senior Survey Technician.....	\$ 77.00
Survey Technician .....	\$ 55.00

**SUPPORT PERSONNEL**

Administrative Support.....	\$ 60.00
Administrative Clerk.....	\$ 45.00
Office Intern.....	\$ 35.00
General Laborer .....	\$ 25.00

EXHIBIT C

REIMBURSABLE EXPENSES SCHEDULE

REIMBURSABLES

Direct and Out-of-Pocket Expenses..... Invoice Plus 15%  
Regulatory Permit/Filing Fees..... Fee plus 15%  
Travel..... ~~\$0.585/Mile~~ Federal Cap per Mile  
Postage..... Cost

Quantity:                      1 to 10                      11 and up

REPRODUCTIONS

BLACK & WHITE

8 1/2" X 11", 8 1/2" X 14"    \$0.25/EA.                      0.10/EA.  
11" X 17"                      \$0.35/EA.                      0.15/EA.

COLOR

8 1/2" X 11", 8 1/2" X 14"    \$1.00/EA.                      1.00/EA.  
11" X 17"                      \$2.00/EA.                      2.00/EA.

TRANSPARENCIES

8 1/2" X 11"                      \$1.00/EA.                      1.00/EA.

BLACKLINE PRINTS

LESS THAN 24" X 36"                      \$1.75/EA.                      1.00/EA.  
24" X 36"                      \$2.75/EA.                      1.75/EA.  
30" X 36"                      \$3.75/EA.                      2.50/EA.  
36" X 36"                      \$4.75/EA.                      3.75/EA.  
36" X 48"                      \$5.75/EA.                      4.75/EA.

MYLAR OR LINEN

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

CANVAS                      \$50.00/EA.

**EXHIBIT C**

**REIMBURSABLE EXPENSES SCHEDULE**

FOAM BOARD \$ 8.00/PER BOARD

AERIALS (COLOR)

24" X 36"	\$25.00/EA.
30" X 36"	\$35.00/EA.
36" X 48"	\$50.00/EA.

ELECTRONIC MEDIA (Diskette/CDs) \$15.00/EA

CONCRETE MONUMENTS \$25.00/EA.

SIGN ASSEMBLY \$10.00/EA.

# Attachment 3

TASK ORDER NO. 1  
CRA PLAN AND 5-YEAR CAPITAL IMPROVEMENT PLAN UPATE  
UNDER THE  
CONTRACT AND AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY  
AND  
COASTAL ENGINEERING ASSOCIATES, INC.

THIS TASK is entered into as of this 15<sup>th</sup> day of November 2010, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE, BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CRA"

AND

COASTAL ENGINEERING ASSOCIATES, INC, a Florida corporation, whose address is: 966 CANDLELIGHT BLVD., BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CONSULTANT."

IN ACCORDANCE WITH

The *CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY AND COASTAL ENGINEERING ASSOCIATES, INC*, dated Nov 15, 2010, which Agreement is incorporated herein as if set forth in haec verba.

**DESCRIPTION**

The CRA desires to update Appendix C – The Community Redevelopment Plan of the City of Brooksville Revitalization Plan (Plan) to incorporate other available studies, market research, and public input, and the CONSULTANT's expertise and experience with successful downtown redevelopment projects, pedestrian-oriented communities, urban traffic/transportation planning, and mixed-use and residential development that is compact, sustainable and contributes to economic, social and cultural diversity.

The Plan update will include projects and initiatives and other adopted strategic plans and goals identified and recommended by the CONSULTANT and approved by the CRA.

## SCOPE OF SERVICES

The CONSULTANT will provide the following services:

- 1.0 Data Review and Project Identification (approximately 4 weeks - 60 hrs)
  - 1.1 Information Gathering with Stakeholders.
  - 1.2 Review of Existing Plans/Studies and Development Regulations.
  - 1.3 Demographic Market Assessment
  - 1.4 CRA Team and Public Workshop(s).
  - 1.5 Prepare/present Summary of Findings and Recommendations to the CRA Project Manager and CRA. (Includes conceptual outline of capital improvement strategy and projects for CRA's acceptance).
  
- 2.0 Preliminary Plan Update Draft (75%) Report based on CRA and CRA Project Manager approved recommendations. (approximately 6 weeks – 80 hrs)
  - 2.1 Prepare Plan Amendments and Addendums.
  - 2.2 Prepare Capital Improvement Projects and Implementation Strategies.
  - 2.3 Prepare Project Funding Strategy and Options.
  - 2.4 Review and approval by CRA Project Manager (may include review and input from others as deemed appropriate by the CRA Project Manager).
  
- 3.0 Final Report/CRA Board Adoption (approximately 4 weeks - 60 hours)
  - 3.1 Prepare Final Report for CRA Acceptance.
  - 3.3 Preparation of materials for Plan amendment in accordance with Florida Statutes.
  - 3.3 Public Presentation(s) to CRA Board
  - 3.4 Post Approval Update/Final Report Delivery to CRA Project Manager

## SCHEDULE OF FEES

CRA agrees to pay or compensate the CONSULTANT the following not-to-exceed fee(s) in performance of the SCOPE OF SERVICE as provided in this TASK ORDER NO. 1.

Sub-Tasks 1.0, 2.0 and 3.0:

Total Fee: \$30,000.00

IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 1 on the date first indicated above:

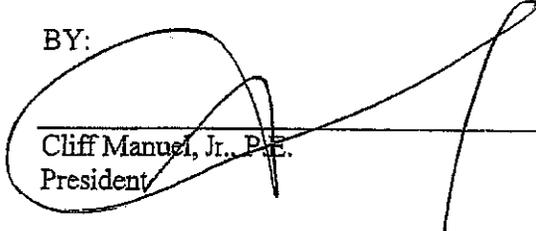
CITY OF BROOKSVILLE  
COMMUNITY REDEVELOPMENT  
AGENCY, HERNANDO COUNTY,  
FLORIDA

COASTAL ENGINEERING  
ASSOCIATES, INC.

BY:

  
\_\_\_\_\_  
Lara Bradburn, CRA Chair

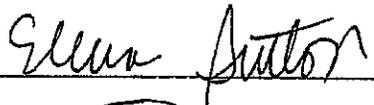
BY:

  
\_\_\_\_\_  
Cliff Manuel, Jr., P.E.  
President

ATTEST:

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

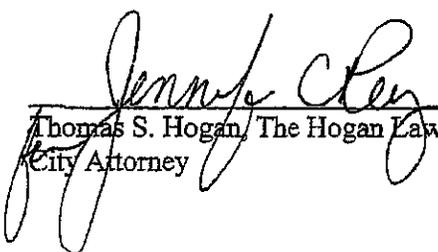
ATTEST:

  
\_\_\_\_\_

(CORPORATE SEAL)



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

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

# Attachment 4

TASK ORDER NO. 2  
CRA PLAN CAPITAL IMPROVEMENT PROGRAM IMPLEMENTATION  
UNDER THE  
CONTRACT AND AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY  
AND  
COASTAL ENGINEERING ASSOCIATES, INC.

THIS TASK is entered into as of this 4<sup>th</sup> day of February, 2013, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE., BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CRA"

AND

COASTAL ENGINEERING ASSOCIATES, INC., a Florida corporation, whose address is: 966 CANDLELIGHT BLVD., BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CONSULTANT".

IN ACCORDANCE WITH

The CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY AND COASTAL ENGINEERING ASSOCIATES, INC. dated November 15, 2010, which Agreement is incorporated herein as if set forth in haec verba.

**DESCRIPTION**

The CRA desires to implement projects identified within the 2012-13 fiscal year in the Capital Improvements Program of the Community Redevelopment Plan. Several of those projects require services of the CRA consultant. The scopes and fees are described by project under Scope of Services.

**SCOPE OF SERVICES**

The CONSULTANT will provide the services listed below. Each of the projects listed in the scope will be subject to input, review and final approval by the CRA.

**1. Downtown Beautiful**

The CRA desires to extend the scope of its Downtown Beautiful Program by visually and/or functionally improving "spaces" and "features" within the downtown area. The objective is to create places that will be attractive to pedestrians and bicyclists visiting the City. These projects are identified as A-O on the Downtown Beautiful Program Project Locations Map in the Community Redevelopment Plan and described under the CIP Near Term Projects.

- 1.1. Meet with CRA staff to review projects listed as A-O in the CRA Community Redevelopment Plan and develop a priority list for further analysis;
- 1.2. Meet with the City of Brooksville's Beautification Board to review the program and elicit input on the project priority list. The Beautification Board will be also be provided with status updates and will be given the opportunity to participate in and contribute to decisions made concerning the "Downtown Beautiful Program" projects.
- 1.3. Prepare a summary project description for up to ten projects prioritized in the meeting with CRA staff. One of the projects receiving a summary project description will be a tree planting plan;

- 1.4. Meet with property owners that are integral to each of the priority projects to determine their respective interest and participation in teaming with the CRA to accomplish the identified projects;
- 1.5. Prepare a conceptual layout and preliminary cost estimate for up to six projects prioritized by the CRA staff and determined as feasible after discussions with property owners;
- 1.6. Coordinate with CRA staff and attorney in preparation of a joint participation agreement with private property owners for three priority projects;
- 1.7. Prepare detailed specifications for up to three (3) priority design/build projects;
- 1.8. Secure required permits for each of the three projects; and,
- 1.9. Construction surveillance and related as-built survey services will be scoped as a separate task order once the three projects have been selected.

## **2. Recreation Master Plan**

The provision of recreational opportunities for residents and visitors is an important element of the Community Redevelopment Plan. With several major resources, including Hernando Park and the Good Neighbor Trailhead, downtown Brooksville has the potential to create a unique recreational palette. It is important to maximize the potential of those resources, tie in other open space and facilities, coordinate with other public and private entities and use the synergy provided in other CRA efforts, such as the Downtown Beautiful, Wayfinding Signage and Stormwater Master Planning. The objective is to create a plan that is dynamic and value-oriented, providing pertinent information and guidance.

- 2.1. Prepare an assessment of existing recreational facilities within downtown Brooksville;
- 2.2. Prepare a draft recreation master plan for review by the CRA which incorporates pedestrian and bicycle friendly connection from the CRA to the Good Neighbor Trail;
- 2.3. Prepare a final recreation master plan and cost estimate for implementing said plan for CRA acceptance; and,
- 2.4. Hold a public meeting with the CRA for review and approval of the recreation master plan.

## **3. Stormwater Master Plan**

The available open space in the downtown area provides an opportunity to address both water quality and stormwater retention. A master stormwater system for the CRA could handle stormwater for all remaining developable parcels, alleviating the need for individual sites to utilize valuable space to provide needed treatment and retention. The master stormwater plan details how stormwater will be transported downstream to open areas within the City and County, providing treatment and storage consistent with applicable regulations and establishing best management practices to assure the environmental integrity of the historic downtown area. The City of Brooksville and Hernando County desire to seek cooperative funding from SWFWMD to improve water quality within the Community Redevelopment Area and certain adjacent regions (to be determined). Consultant, using downstream Best Management Practices (BMPs), conceptualized in the South Brooksville Improvements Project shall provide water quality treatment calculations and related design criteria to allow future infill and redevelopment projects within the city CRA and certain designated adjacent areas. Permitting will conceptualize build out conditions and propose methods to improve stormwater discharge water quality such that master planned stormwater storage facilities can provide a level of efficiency to the treatment function and alleviate a portion of the development permitting requirements that landowners within the affected areas currently face.

In coordination with Hernando County, the Scope of Work established in Exhibit A and related cost matrix (shown in Exhibit B) should be completed based on the above CRA input. Funding for the work is anticipated to be from a county wide income for drainage projects associated with the adopted Best Management Practices of SWFWMD. Projects would also qualify for potential co-funding by SWFWMD where regional benefits are identified.

#### **4. Downtown Gateway Improvements & Wayfinding Signage**

Downtown visitation can be greatly improved through defining a sense of arrival and by providing clear directional signage for visitors to major attractions, civic areas and parking facilities. Brooksville is located at the center of major crossroads, with major gateways such as at Cortez Boulevard and Jefferson Street, Broad Street, Ponce de Leon Boulevard and Cobb Road. Visitors using these gateways would benefit greatly from better signage using monument or pole mounted signage to better identify the location and components of Downtown Brooksville. These signs would reduce guesswork and improve the visitor's overall experience navigating to their desired destination(s). In order to be most effective, the signage plan should be prepared addressing location, design, contents, cost and synergy with other CRA and City endeavors.

The purpose of this project is to develop a way-finding and identity system to guide and connect residents and visitors to key points of interest located within Downtown Brooksville. The system will be designed to project a consistent image, ease vehicular congestion, and promote walking, bicycling and mass transit. (See Exhibit C for example of deliverables to be provided.)

The following tasks provide a basic structure and approach to the planning and design of the project:

##### **Task 1. Background Review and Analysis**

- Review and evaluate the effectiveness of existing roadway signage and terminology;
- Identify gateways, districts, major areas, points of interest and destinations;
- Meetings with city staff and downtown businesses to review program criteria: pedestrian requirements, primary and secondary routes, circulation, districts/zones, transition points, decision points, information hierarchy, terminology/nomenclature, audience considerations, daytime vs. evening travel, design criteria, image, marketing goals, functional requirements, flexibility, vandal resistance, and maintenance;
- Tour and photograph the study area;
- Review existing data and studies. Coordinate activities with the overall goals and strategies for the CRA, and previous way-finding/gateway activities in downtown; and,
- Summarize and present preliminary findings and recommendations based on wayfinding analysis.

*Task 1 Deliverable: Way-finding Analysis summary and presentation.*

##### **Task 2. Programming - Sign Placement and Messages**

- Prepare preliminary sign location plans, typical messages and general sign types. Including gateway signage;
- Review with City staff, including in the field if needed; and,
- Revise and present message schedule and sign types and location plan for review and approval by City of Brooksville and Downtown CRA representatives.

*Task 2 Deliverable: Based on working meetings and project reviews, a message schedule will be developed and submitted for final approval. This will include typical sign locations, messages/terminology and required sign types.*

### **Task 3. Schematic Design**

- Research information, data, imagery and historically relevant materials to formulate signage concepts;
- Develop schematic sign designs, including gateway signage design (2 or 3 alternatives);
- Presentation of proposed signage system. This would include typical sign types and systems, location, size, shape and colors; and,
- Submittal of a preliminary cost estimate for signage and gateway improvements will also take place during this phase.

*Task 3 Deliverable: One (1) formal presentation and ten (10) color copies/ 11" x 17" and electronic submittal of same.*

### **Task 4. Design Development**

- Refine or revise selected option for signage design, including gateway signage;
- Finalize functional aspects of program, size, materials, contrasts, nomenclature, typography, symbols, hardware, architectural elements, placement, construction details, mounting methods and installation;
- Coordinate with other consultants for landscape design, lighting, traffic and structural;
- Present for final review and approval [includes one (1) open house]; and,
- Review in the field all locations with the city.

*Task 4 Deliverable: One (1) formal presentation for approval and one (1) community open house. A Design Development package will be provided detailing general information regarding material, color, finish, typography, Installation and sign size. (15 color copies/ 11" x 17") and electronic submittals.*

### **Task 5. Documentation - Bid Documents**

- Design Intent Drawings and material specifications for all sign types, illustrating size, typefaces, graphic elements, pictograms, letter spacing, materials, finishes, construction details, installation methods, colors and locations;
- Technical Specifications describing materials, products, submittals, coordination, execution, quality assurance, installation, etc.; and,
- Consolidated set of comments regarding drawings and specifications to be provided by the City via email.
- Plans/design will meet and be compliant with FDOT and Local permitting requirements. Permits will be obtained as part of this task.

*Task 5 Deliverable: A documentation package which will allow the City to competitively bid the project to qualified vendors. (5 b/w copies).*

**Task 6. Construction Observation**

- Periodic inspections;
- Pay request review; and,
- FDOT, City and County coordination of sign installations.

CRA agrees to pay or compensate the CONSULTANT the following not-to-exceed fee(s) in performance of the SCOPE OF SERVICES as provided in this TASK ORDER NO. 2.

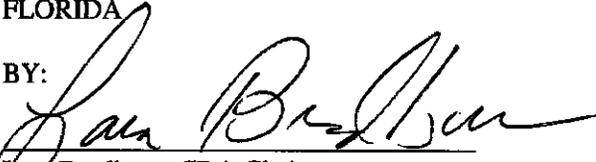
Sub-Task 1 Downtown Beautiful	Lump Sum Fee: <u>\$30,000.00</u>
Sub-Task 2 Recreation Master Plan	Lump Sum Fee: <u>\$ 7,890.00</u>
Sub-Task 3 Stormwater Master Plan	Lump Sum Fee: <u>\$ 9,890.00</u>
Sub-Task 1 Gateway Improvements & Wayfinding Signage	Lump Sum Fee: <u>\$44,750.00</u>

IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 2 on the date first indicated above:

CITY OF BROOKSVILLE  
COMMUNITY REDEVELOPMENT  
AGENCY, HERNANDO COUNTY,  
FLORIDA

COASTAL ENGINEERING  
ASSOCIATES, INC.

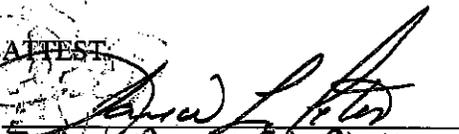
BY:

  
Lara Bradburn, CRA Chair

BY:

  
Cliff Manuel, Jr., P.E.  
President

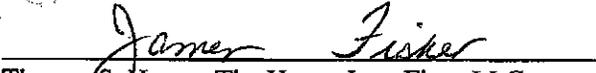
ATTEST:

  
Janice K. PETERS, City Clerk

ATTEST:

  
2/8/13

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

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

## **EXHIBIT A**

*(Related to, but not part of CRA Task Order 2)*

The City of Brooksville and Hernando County desire to seek cooperative funding from SWFWMD to improve water quality within the Community Redevelopment Area (CRA) and certain adjacent regions (to be determined). Coastal using downstream BMPs conceptualized in the South Brooksville Improvements Project shall provide water quality treatment calculations and related design criteria to allow future infill and redevelopment projects within the city CRA and certain designated adjacent areas. Permitting will conceptualize build out conditions and propose methods to improve stormwater discharge water quality such that master planned stormwater storage facilities can provide a level of efficiency to the treatment function and alleviate a portion of the development permitting requirements that landowners within the affected areas currently face.

### **I. Data Review and Project Identification**

Coastal, utilizing available information, SWFWMD Lidar and recent aerials, shall map existing drainage basins for infill areas and conceptualize treatment requirements. Property Appraiser data and field reconnaissance will be utilized to determine the extent of existing development. Determine maximum area of potential benefit and prioritize capacity allocation locations with City and county officials based on maximum public benefit. Define maximum development potential based on location, topography, and potential land use.

Organize treatment requirements by best-fit BMP and determine capacity of each BMP to provide pollutant removal efficiencies needed – allocate capacity based on terrain and potential service area. Review BMPs: 2 (southernmost); 5 (easterly); and 7 (westerly); as applicable to this goal. Coordinate results of potential affects with City and County officials.

Coordinate a pre-application meeting with SWFWMD, City, and County officials to gain consensus of approach and permitting requirements.

### **II. Conceptual Design and Permitting**

Coastal will prepare documentation to comply with SWFWMD conceptual design criteria for the installation of treatment components in BMP 2, 5, and 7 to provide capacity for the Master Planned CRA and surrounding area. Flows are approximately evenly divided between BMP 5 and BMP 7, which then discharge southerly through South Brooksville and converge into BMP2.

Coastal will prepare a final report that details the necessary improvements required to exempt and/or permit development infill within the Brooksville CRA.

- 3.1 Utilizing available information, SWFWMD Lidar and recent aerials, map existing drainage basins for infill areas and conceptualize treatment requirements.
- 3.2 Determine the extent of existing development utilizing Property Appraiser data and field reconnaissance.
- 3.3 Determine maximum area of potential benefit and prioritize capacity allocation locations with City and county officials based on maximum public benefit.
- 3.4 Define maximum development potential based on location, topography, and potential land use.
- 3.5 Coordinate with CRA Staff and the Hernando County Public Works Director to complete the following scope of work as part of the County's Cooperative Drainage Funding Plan and related SWFWMD approved BMPs.
  - 3.5.1 Organize treatment requirements by best-fit BMP and determine capacity of each BMP to provide pollutant removal efficiencies needed – allocate capacity based on terrain and potential service area. Review BMPs: 2 (southernmost); 5 (easterly); and 7 (westerly); as applicable to this goal. Coordinate results of potential affects with City and County officials.
  - 3.5.2 Coordinate a pre-application meeting with SWFWMD, City, and County officials to gain consensus of approach and permitting requirements.
  - 3.5.3 Consultant will prepare documentation to comply with SWFWMD conceptual design criteria for the installation of treatment components for the Master Planned CRA and surrounding area.
  - 3.5.4 Consultant will prepare a final report that details the necessary improvements required to exempt and/or permit development infill within the Brooksville CRA

# EXHIBIT B

EXHIBIT "B" TASK FEE QUOTATION PROPOSAL  
 CONTINUING ENGINEERING SERVICES CONTRACT NO. 08-086C  
 PROJECT NAME: City of Brooksville/Hernando County CRAWBMP  
 TASK ORDER NO. 36

PROJECT ACTIVITY	Principal		Senior Project Engineer II		Sr. Designer II		Admin. Support		Senior Engineer / Scheduler /		BIDD	Mark Hrs	By	AWT
	Man Hrs	Hour Rate	Man Hrs	Hour Rate	Man Hrs	Hour Rate	Man Hrs	Hour Rate	Man Hrs	Hour Rate				
I. Data Review and Project Identification	5	\$170	15	\$110	5	\$80	5	\$55	5	\$105	\$7,800	80		\$87.50
II. Conceptual Design & Permitting	15	\$170	30	\$110	10	\$80	10	\$55	20	\$105	\$17,500	175		\$100.00

SUB-TOTAL \$25,300.00  
 Out-of-Pocket Expenses (actual cost - not to exceed) \$850.00

NOT TO EXCEED TOTAL LUMP SUM COST \$26,250.00

Firm Name: <u>Crescent Engineering Associates, Inc.</u> Signature: <u>Clifford E. Manning, Jr., President</u> (Printed Name and Title) Date: <u>June 29, 2012</u>	Department Name: _____ (Date) _____	Authorized Signature: _____ (Printed Name and Title)	HERNANDO COUNTY Russ Weatherington, CFCEM, CPPB, CFM Chief Procurement Officer (Date) _____
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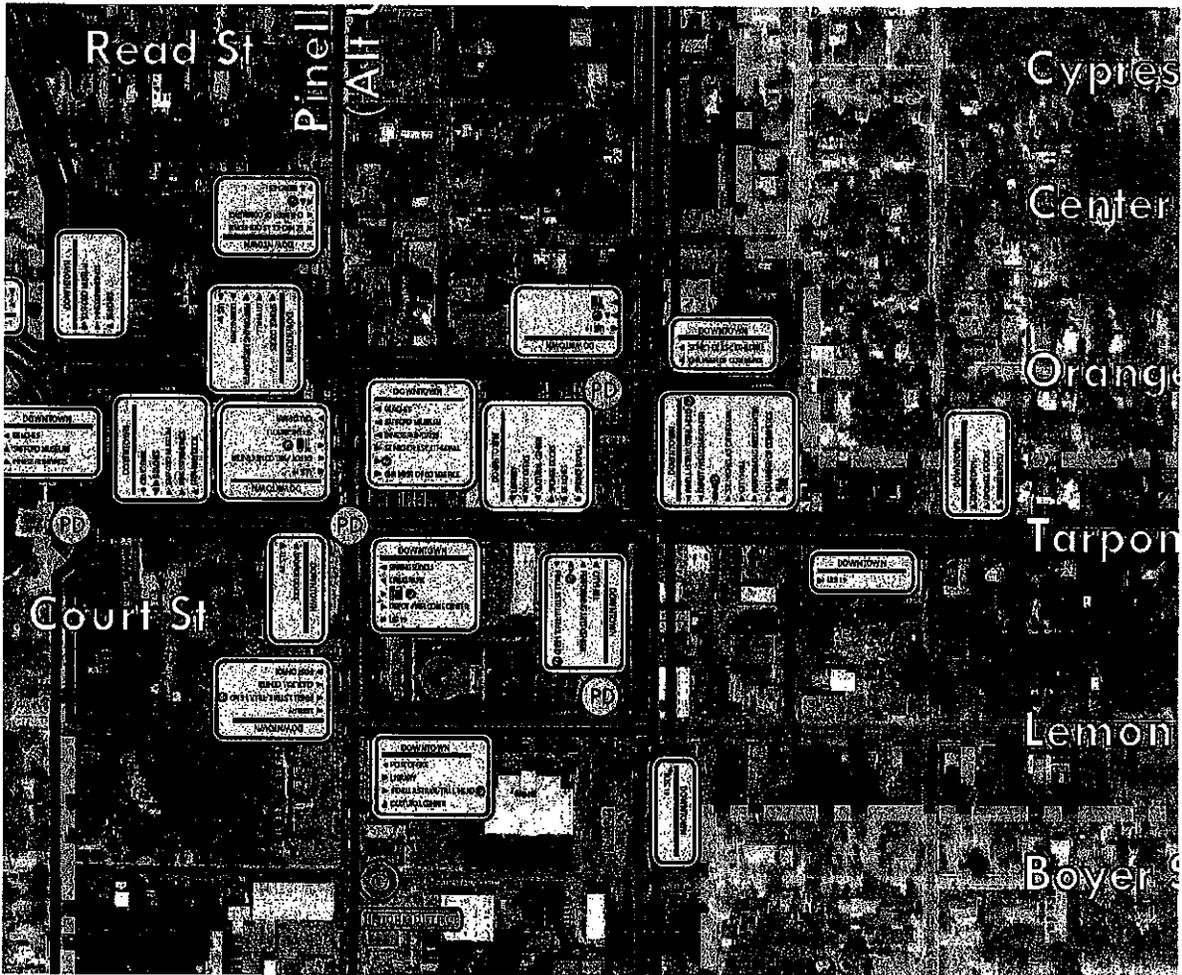
TASK ORDERS ARE TO INCLUDE SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN TWO SIGNED ORIGINAL COPIES WITH A PURCHASE REQUESTION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

# EXHIBIT C

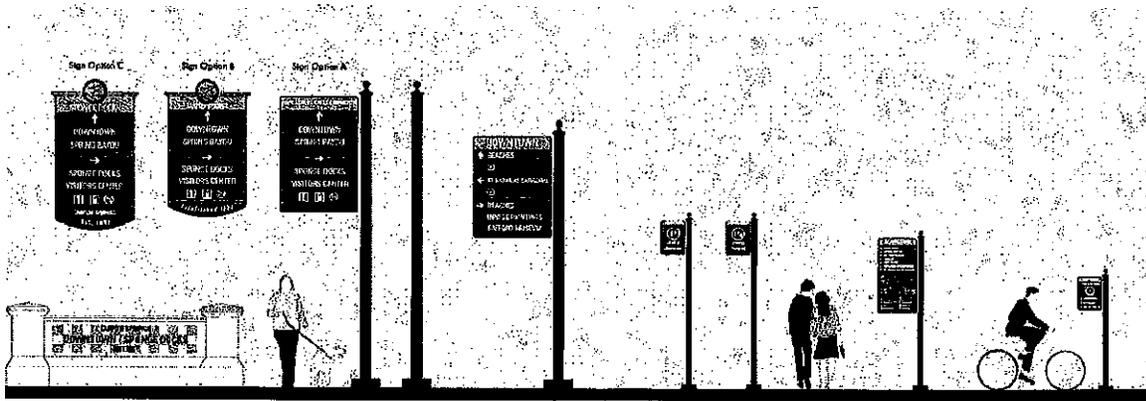
## VISUAL WAYSIGN/LOGO EXAMPLES

January 24, 2013

### A) Plan View



### B) Signage Types/Typical Locations



#### GATEWAY MONUMENT

Installed along the entrance to a trail or other destination.

#### TRAILBLAZER SIGN

Installed along major gateway roads and other roads toward larger trails and scenic destinations.

#### VEHICULAR SIGN

Located along major arterials and secondary roads and other roads to key destinations. These signs are usually more specific than pedestrian signs and are installed in conjunction with a vehicle.

#### PARKING LOT SIGN

Installed at or adjacent to parking lots and other destinations, depending on type of parking allowed.

#### PEDESTRIAN DIRECTORY

Installed along major trails and scenic destinations to provide information on all trails, destinations, as well as a directory of nearby services.

#### TRAIL SIGN

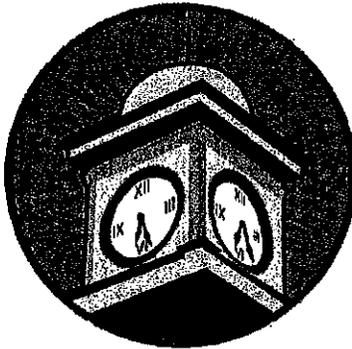
Installed along the trail to provide information on trail destinations and scenic destinations, as well as a directory of nearby services.

C) Typical – Logos

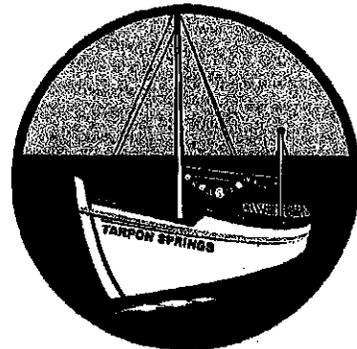
Logos



Sponge Docks Logo



Downtown Logo



City of Tarpon Springs Logo

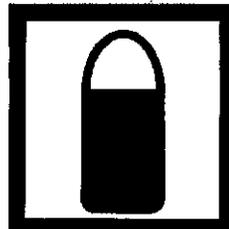
INFORMATIONAL AND PICTOGRAM SYMBOLS



Pistonnas Trail  
(Shown reversed out of green  
color field)



Dining



Shopping



Restrooms



Bicycle Repair

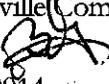


Hospital



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(352) 796-9423 • Fax (352) 799-8359  
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[www.coastal-engineering.com](http://www.coastal-engineering.com)

# Memo

To: City of Brooksville Community Redevelopment Agency  
From: Don Lacey   
Date: September 3, 2014  
Re: Task P.O.: #11-1324; Task Order #2 – CRA Signage and Wayfinding Plan

We recently submitted a Signage Design Manual for consideration by the CRA at their scheduled meeting on September 15<sup>th</sup>. The status of the Signage and Wayfinding planning effort is provided below, along with the action being requested of the CRA. We plan to make a presentation to the CRA on the 15<sup>th</sup> to further describe the Signage Design Manual and respond to questions.

**Status** – The CRA previously approved a signage palette and signage location maps. A Signage Design Manual has been completed, implementing those decisions. The Signage Design Manual identifies specific sign/monument placement and individual sign content. It contains design specifications for each type of sign and addresses graphic standards, materials, fabrication, installation permits and warranties. A bid table is included.

**Action** – The CRA is being requested to approve the Signage Design Manual and authorize the project being put out to bid.

SIGNAGE AND WAYFINDING  
FOR THE  
COMMUNITY REDEVELOPMENT AREA

CITY OF  
BROOKSVILLE,  
FLORIDA

SIGNAGE DESIGN MANUAL

SEPTEMBER 1, 2014



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Base Bid					
Design and Installation of Wayfinding Signage					
Item	Description	Quantity	Units	Unit Price	Total
1	Trailblazer Signs	6	ea		
2	Vehicular Signs	11	ea		
3	Parking Signs	9	ea		
4	Trail Signs	2	ea		
	<b>Sub-Total, Wayfinding Signage</b>				
Optional Add-on "A"					
Design and Installation of CRA Gateway Monuments					
Item	Description	Quantity	Units	Unit Price	Total
5	Vertical Monuments	6	ea		
	<b>Sub-Total, Optional Add-On "A"</b>				
Optional Add-On "B"					
Design and Installation of Area Gateway Monuments					
Item	Description	Quantity	Units	Unit Price	Total
6	Monuments (match existing)	5	ea		
	<b>Sub-Total, Optional Add-On "B"</b>				
	<b>TOTAL, PROJECT</b>				

## NOTES

1. Bids will be evaluated on Base Bid price. The City may engage the chosen contractor in Optional Add-on work at their discretion.
2. The successful bidder shall submit a detailed graphic schedule to the City showing phases of production and installation no later than five (5) days upon signing the contract.



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# I. INTRODUCTION

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The purpose of this Signage Design Manual is to provide standards for wayfinding elements in order to establish a consistent and controlled look ahead program within the City of Brooksville Community Redevelopment Area. Use of consistent design, color, materials, logo, typography and size will enhance the visual environment and create a sense of place for residents and an easily understood directional system for visitors. It is a planning device to be used over time as funding becomes available for implementation and as improvements are initiated and contains the design intent of each wayfinding elements.

## II. DESIGN INTENT DRAWINGS

---

The standards in this Signage Design Manual do not stand alone – they must be supplemented with the fabricator’s construction drawings in order to correctly manufacture and install signs within the City.

This Manual provides design intent drawings, for the sole purpose of illustrating the ideas, designs, arrangements and plans for the wayfinding program. They are not intended for construction purposes.

The resulting working drawings, shop drawings and contract documents including permit documents are the sole responsibility of the contractor in every respect.

# III. SIGN PLACEMENT

Following are general guidelines for placement of wayfinding signage as viewed when approaching the sign.

For all signs, mounting location should be carefully considered so that viewing is not obstructed by other signs, utility lines, trees or structures. In some cases, it may be necessary to remove and/or consolidate information presented by other signs, and will be subject to the approval of the City of Brooksville Public Works Department and FDOT.

Where a new sign is replacing an older sign that duplicates information or does not comply with the standards in this Manual, the entire sign assembly should be removed and replaced. Old sign posts should be removed and replaced with the new custom posts, and will be subject to the approval of the City of Brooksville Public Works Department.

## VEHICULAR AREA SIGNAGE

Signs must be placed within the driver's immediate cone of vision so that they do not have to turn their head significantly to see the sign.

- The sign face should be perpendicular to the approaching driver. It will be overlooked if it is parallel to the road.
- Signs should not overhang into the roadway. Maintain a minimum distance of two-feet from the edge of the sign panel to the face of curb.
- Signs should be placed on the right side of the road wherever possible. Drivers are conditioned to look to the right side of the road for signs with information.
- Signs that direct drivers to turn must be placed well enough in advance of an intersection in order to allow for reaction time to slow down and turn.

## PEDESTRIAN AREA SIGNAGE

- Signs should be placed within a visible area along the path of travel. Signs should be located so they do not interfere with pedestrian traffic, nor should they block important roadway signage or obstruct views of roadway traffic.
- Signs may be designed to mount to existing structures or to custom supports/posts.

For all signs, the mounting location should be carefully considered so that viewing is not obstructed by other signs, trees or structures. Wayfinding signs shall be installed in a manner that will not obstruct the view of standard highway signs by approaching motorists. In some cases, it may be necessary to remove and/or consolidate information presented on other signs, and it will therefore be subject to approval of the City. Where a new sign is replacing an older sign, the entire sign assembly should be replaced.

In most cases, posting or combining other signs on the wayfinding assemblies specified in this document is discouraged. The assembly should consist only of wayfinding signs to maintain the aesthetic appearance of the signage system.

If wayfinding signs are to be mounted on an existing structure or pole, approval from the owner of said structure or pole shall be required.

# IV. DEFINITIONS

---

## DOCUMENTS

Documents refers to the drawings, specifications, sign placement and message schedule, including all addendum and modifications incorporated therein before their execution. When applicable, additional elements provided by the City shall also become part of the contract documents. Electronic copies of design files will be available from the City.

## SIGNAGE CONTRACTOR/FABRICATOR

Refers to the group(s) designated as such in an Agreement with the City of Brooksville, and shall apply to any such group(s) under contractual obligation to perform any fabrication, installation, finishing, printing or other work related to the signs and graphics, as referenced within this Manual.

## WORK

As employed herein, includes any material, equipment, construction, labor, installation, service, and warranties required to complete the fabrication prescribed in this Manual and the contract documents.

# V. GENERAL CONDITIONS

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## QUALITY ASSURANCE

The signage contractor shall be responsible for the quality of materials and workmanship required for the execution of this contract including the materials and workmanship of any firms or individuals who act as his subcontractors. It is intended that the work described in these documents be of sound, quality construction. The contractor shall be solely responsible for the inclusion of adequate amounts to cover installation of all items indicated, described and/or implied.

## COMMENCEMENT

The work described in these documents shall only begin when a City-authorized written contract has been issued to the signage contractor with instructions to proceed, provided other requirements have been met.

## GRAPHICS

Artwork has been provided in these documents for spacing provisions and illustrative intent only. The signage contractor will produce graphics for all symbols and lettering, and will submit to the City for review and approval prior to fabrication.

## DESIGN RESPONSIBILITY

The graphic design requirements shown by the details on the sign type drawings in these documents are for design intent only and intended to establish basic dimensions, lines and appearance. Within these limitations, the signage contractor is responsible for fabrication of the entire system, and to make whatever modifications of, and additions to the details and specifications as may be required. Maintain the visual design concept as shown, including the alignment of components, as accurately as possible.

## SUBMITTALS

Prior to the installation of any sign, the fabricator shall provide a complete set of construction shop drawings and a scaled graphic layout of the sign, indicating typography and graphics, mounting location and size for City approval. Additionally, paint and other materials samples should be submitted for approval prior to fabrication.

By the submission and approval of shop drawings and samples, the signage contractor thereby represents that he has determined and verified all field measurements and conditions, field construction criteria, materials, catalogue numbers and similar data or will do so, and that he has checked and coordinated each shop drawing and sample with the requirements of the work, the contract documents, and required permitting authorities.

## PROTECTION AND HANDLING OF PRODUCTS

Store all graphic items under cover and off the ground. Handle in such a manner that protects surfaces and prevents damage during storage, installation and throughout remaining construction. Protect exposed finishes by covering with adhesive paper or other suitable covering where adhesive is not appropriate for finish material. Apply covering prior to shipment from the fabricating or finishing shop. Covering shall not adversely affect finish. Remove protective coverings when there is no longer any danger of damage to the graphics work from other site work yet to be performed.

## SHIPPING AND TRANSPORTATION

Signage contractor will be responsible for proper shipping and transportation of all signage to the job site and will specify whether it will be common carrier or on his own trucks. Contractor shall be liable for all damage incurred during shipping and loss of time in the installation schedule.

## STORAGE OF EQUIPMENT

Space for storage of materials prior to installation shall be coordinated with the City. The signage contractor must give advance notice of deliveries and space requirements so that proper provisions may be made. If deliveries are to be made to the premise at times other than normal working hours, the contractor shall be required to reimburse the City for any overtime costs incurred by the City.

# V. GENERAL CONDITIONS

---

## SAMPLES

Submit two (2) 3" x 3" samples to the City of each color and finish of exposed materials and accessories to be used in the project.

## COPY LAYOUTS

Copy layouts are to be provided for each sign type. Submit full-scale drawings of typical sign faces showing copy layout. Half-scale drawings will be sufficient for sign faces 40" x 40" or larger. For multiple message sign types, a typical of each variation to the original should be submitted.

## MANUFACTURER'S DATA

Submit one (1) copy of the manufacturer's printed specifications, anchorage details and installation, and maintenance instructions for products to be used in the fabrication of signs and graphics work.

## SUBSTITUTIONS

Any substitutions requested after the award of the contract will be considered under these cases:

- When the specified product is not available
- When a certain product or process is specified, a warranty of performance is required, and, in the judgment of the signage contractor, the specified product or process will not produce the desired results
- When such substitution is in the best interest of the City

## STATE HIGHWAYS

Wayfinding signage that is to be located on roadways under State jurisdiction shall conform to FDOT criteria, in particular, subsection 14-51.051 and 14-51.052, F.A.C.

Banners located on roadways under State jurisdiction shall be permitted through the appropriate FDOT maintenance office. Signage contractor shall be responsible for all FDOT submittals and shall comply with section 2.36.4 (Implementation Process) of the Traffic Engineering Manual.

# VI. FINISHES

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All surfaces shall be thoroughly cleaned and free from dust, dirt, rust, scale, mill scale, oil, greasy materials or residue from cleaning. All coatings shall be applied in strict accordance with the manufacturer's recommendations. All paint products shall conform to local codes. All finishes shall present a uniform opaque color appearance unless specifically indicated otherwise.

All applications of color/coatings are to be equal and of consistent cover with no streaking, spotting, gradation or other variations within and from each similar application.

Contractor shall utilize materials, coatings and processes to minimize as much as possible any noticeable fading of pigmented coatings.

All painted sign surfaces shall have Matthews Paint Company 6178SP High Performance Clear Coat high gloss clear or City approved equal or better which offers outstanding graffiti resistance and produces an unsurpassed hard, durable finish with excellent gloss, scratch and chemical resistance.

Painted finishes shall be as follows:

a. Ferrous Surfaces

Using Matthews paint products or City approved equal or better, finish with 1 coat 74-734 and 74-735 Metal Pretreat @ .25 mils DFT, 1 coat Matthews Acrylic Polyurethane 1 mil DFT (min). Observe designer's specification regarding specularly (matte to gloss).

b. Aluminum

Using Matthews paint products or City approved equal or better, finish with 1 coat 74-734 and 74-735 Metal Pretreat @ .25 mils DFT or 1 coat 74-793 Spray Bond @ .15 to .25 mils DFT and 1 coat Matthews Acrylic Polyurethane 1 mil DFT (min).

c. Plastic Surfaces

All plastic to be paint finished according to paint manufacturer's specifications.

# VII. MATERIALS

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## ALUMINUM SHEET

Provide aluminum sheet of alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated and with not less than the strength and durability properties specified in ASTM B109 for 5005-H15.

## ALUMINUM EXTRUSIONS

Provide aluminum extrusions of alloy and temper recommended by the aluminum producer or finisher for the type of use and finish indicated and with not less than the strength and durability properties specified in ASTM B221 for 6063-T5.

## STRUCTURAL STEEL

Provide internal structural steel as required to meet the requirements of the permanent installation.

## FASTENERS

Unless otherwise indicated, provide fasteners fabricated from metals that are non-corrosive to either the signage materials or the mounting surface.

## VINYL MACHINE-CUT COPY

Vinyl machine-cut copy shall be 3M ScotchCal brand film or approved equal.

## PAINT

Paint shall be the highest grade for best ultraviolet light resistance, weatherability and overall longevity of finish and color. Where possible, use water-based, 100% solids, high-performance acrylic instead of solvent-based paints. If solvent-based paints are used, use products that are low VOC and <1% aromatic hydrocarbons by weight. Paint shall have a written warranty against premature fading and be approved by the City of Brooksville prior to construction.

# VIII. FABRICATION

Shop fabrication and tolerances shall conform to the standards of the industry. All items shall be shop fabricated as much as practicable. High quality professional workmanship shall be performed. Materials shall be attached with sufficient strength, number and spacing to prevent failure until materials joined are broken or permanently deformed. All work shall be fabricated to be truly straight, plumb, level and square and to sizes, shapes and profiles indicated on the approved shop drawings.

## SHOP ASSEMBLY

Preassemble items in shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and/or handling limitations. All disassembled parts shall be clearly marked for reassembly and coordinated installation.

## WELDING

All welding procedures shall conform to applicable AWS specifications. All welds shall develop capacity of members being joined unless specific length or extent is noted on the drawings. The type of alloy filler material metal and electrodes used shall be that which is recommended by the producer of the metal to be welded, and as required for color match, strength and compatibility in the fabricated items. Joints shall be fastened flush to conceal reinforcement or welded where thickness of section permits. Contact surfaces of connected members shall to ground true. Parts shall be assembled so that joints will be tight and practically unnoticeable, without use of filling compound.

## FLATNESS OF PANELS

Panels shall show no visual distortion when viewed in installed position. All panel faces shall be of such flatness that when measured, the maximum slope of the surface at point, measured along the nominal plane of the surface, shall not exceed 1.0%. Any panel not meeting these requirements is subject to rejection by the City.

## WIND LOADING

Signs and structures shall be designed to withstand wind pressure loadings on all exposed units, acting in all directions, per requirements of the Florida Building Code or applicable

FDOT or local codes, whichever is greater. Standard and approved methods of fabrication will be required by the City. Any structural element shall be reviewed and approval stamped by a structural engineer licensed to practice in the State of Florida.

## THERMAL MOVEMENT

Design, fabricate and install component parts to provide for expansion and contraction over a temperature range for the material of 150 degrees Fahrenheit without buckling, joint failure, undue stress on members or anchors and other detrimental effects.

## CASTINGS

Castings shall have a fine, even texture and shall be unwarped and sound. Lines and meters shall be sharp, arises unbroken, profiles accurate and ornamentation true to pattern. Plane surfaces shall be smooth. Ornamentation shall not have excess material or imperfections that obscure design or require undercutting to restore detail. Filed or cut areas shall have texture restored.

## CORROSION PROTECTION

Coat concealed metal surfaces that will be in direct contact with concrete, masonry, wood or dissimilar metals with a heavy coat of bituminous paint. Do not extend coating onto exposed surfaces.

## OTHER

Holes for bolts and screws shall be drilled. Parts to receive hardware shall be countersunk. Fasteners shall be of basic metal and alloy, matching finished color and texture as the metal being fastened, unless otherwise indicated. Exposed ends and edges shall be milled smooth, with corners slightly rounded. Joints exposed to weather shall be formed to exclude water.

Form work to the required shape and sizes, with true curves, lines and angles. Provide necessary lugs and brackets for assembly of units. Use concealed fasteners wherever possible. Plates for mounting hardware shall be welded in place.

# IX. INSTALLATION

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The installation of fixed wayfinding material shall be under the general direction of the City in accordance with the specifications and layout drawings.

## PREPARATION

Coordinate setting drawings, diagrams, templates, instructions and directions for the installation of items having integral anchors that are to be embedded in concrete or masonry construction. Coordinate delivery of such items to applicable contractor for installation.

## DELIVERY

Unless indicated to the contrary, items of loose material shall be delivered, uncrated, assembled, set in proper place and installed ready for use, free from breakage, blemishes or other defects.

## INSPECTION

Examine the substrate and the conditions under which the materials are to be installed. Do not proceed with the work until unsatisfactory conditions detrimental to the timely and proper completion of work have been corrected.

## ANCHORS AND INSERTS

Furnish inserts and anchoring devices that must be set in concrete or built into masonry for installation of this work. Provide toothed steel or lead shield expansion bolt devices for drilled-in-place anchors and inserts for exterior installation. Provide units with exposed surfaces matching the texture and finish of metal item anchored. Pole bases for FDOT roadways shall be mounted on slip bases (break away).

## CUTTING, FITTING AND PLACEMENT

Perform all cutting, drilling and fitting required for installation. Set the work accurately in location, alignment and elevation plumb, level and true, measured from established lines and levels. Provide temporary bracing or anchors as required.

Form tight joints with exposed connection accurately fitted with uniform reveals and spaces for sealants and joint

fillers. Where cutting, welding and grinding are required for proper fitting and jointing of the work, restore finishes to eliminate any evidence of such corrective work.

Do not cut or abrade finishes that cannot be completely restored in the field. Return items with such finishes to the shop for required alterations, followed by complete refinishing or provide new units at the contractor's option.

## ERECTION

All surfaces shall be covered with protective cover non-deleterious to finish for protection until final installation or erection. Complete all connections in proper alignment and tighten bolts securely. Leveling is to be done only by instruments; measuring equal distances from existing building surfaces will not be acceptable as a basis of level and/or plumb. After erection, all surfaces marred during erection and exposed bolts, bolt heads, etc. shall be retouched with the same paint or finish used previously.

Restore protective coverings that have been damaged during shipment or installation of the work. Remove protection when requested for inspection of finishes and replace upon completion of inspection. Retain protective coverings intact and remove simultaneously from similar finished items to preclude non-uniform oxidation and discoloration. Remove protective coverings only when there is no possibility of damage from other work yet to be performed at the same location.

## ELECTRICAL

The contractor is responsible for connecting to power sources contained within or upon signage posts, including any extension of power distribution lines.

## DAMAGE

The contractor shall be responsible for any damage caused to building, site and adjacent objects or elements during installation.

## CLEANING OF PREMISES

The contractor shall use special care in the disposition of excess materials and rubbish. Rubbish shall not be allowed to accumulate but shall be consistently collected and removed at the completion of work, on a daily basis.

Storage for paint materials, preparation and mixing, shall be in a well-lit and ventilated central location but shall not be allowed on finished flooring. Ample protection by means of drop cloths or layers of paper must be provided for existing apparatus or parts of building.

Adequate safeguards shall be provided against fire by placing oils, rags and waste in self-closing metal receptacles and shall be removed from the work and storage areas at the end of each work shift. Under no circumstances shall they be allowed to accumulate.

All items to be installed by the contractor shall be left in a clean and as-new condition. Upon completion of the installation, clean all soiled surfaces and touch up all finishes in accordance with the manufacturer's instructions. All debris and packing material shall be removed and disposed of in a legal manner. The protective masking of surfaces shall be removed by the contractor upon completion of the installation. All excavation and site work shall be returned to its original grade configuration after contract items are installed.

# X. WARRANTIES & MAINTENANCE

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All units shall be warranted in writing by the contractor for a period of no less than three (3) years from the date of the City of Brooksville acceptance. There shall be:

- No delamination of any portion of an object including vinyl graphics and copy.
- No cupping, warping or dishing.
- No bubbling, crazing, chalking, rusting or other disintegration of surfaces, messages or edge finishes.
- No corrosion of the fasteners.
- No movement of objects from their foundations. The objects must remain true and plumb on their foundations, except when obvious post-installation external damage has occurred.
- No fading of the colors when matched against a sample of the original color and material.

The contractor shall provide to the City of Brooksville three (3) copies each of the complete finish/component care instructions as specified by the manufacturer for on-going cosmetic cleaning and maintenance.

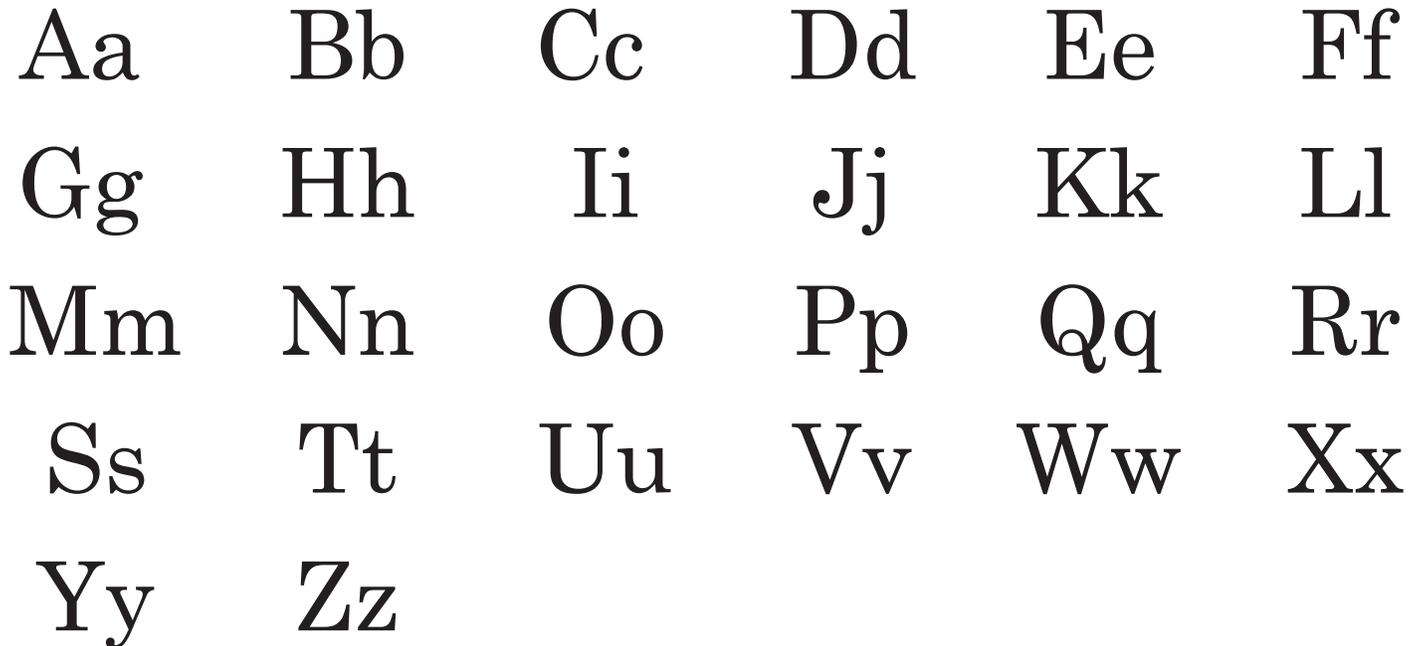
# XI. PERMITS

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Securing and paying for all permits required by governmental agencies is the responsibility of the contractor. Inspections and tests necessary for the construction and placement of all work required by the applicable governing agencies is by the contractor.

# XII. GRAPHIC STANDARDS

## TYPOGRAPHY



The sign graphics shall utilize the font Centaur MT Bold. Alternate font is Trajan Pro. No other alternate typefaces shall be used. The typography shall never be distorted to fit within a particular size or format. Letter spacing shall always comply with examples shown in this manual. Arrow symbols used on the message panels shall always match the proportion of the symbol indicated. The arrow symbol shall never be distorted to fit within a particular size or format.

The fabricator must submit a full alphabet of 1" letters and numerals for approval.

For maximum legibility, upper and lower case letters are used on directional signage throughout the system. Information presented in this format is read and comprehended faster than information presented in all upper-case letters. It is important that the typeface is maintained throughout the system and that no substitutions are used.

When measuring copy height, measure only the height of the capital letters to determine the overall copy height. Some characters have an extended height beyond the average height of the letters. The overall spacing of the typeface should be optimized at 60% with a minimum of 50% and a maximum of 70%. In order to ease readability, all copy

should be tracked out to 100/1000em.

Word spacing should be equal to the space occupied by the lowercase letter "o". In most cases the lowercase "o" will fit tightly between the ending and beginning of the two words being spaced.

Special consideration must be taken for any words beginning or ending with the letters f, j, k, r, t, v, w, y, since these characters have strokes that extend out from the main body of the form. In order to attain visual balance between these words it may be necessary to tighten the kerning between these words. When this condition exists on one of the words, adjustment should be made to that side of the break only.

By changing the space between certain letter combinations (kerning), visual gaps that disrupt uniform readability can be equalized for optimal visual balance and legibility. The amount of kerning will depend on the letter pairing. It is usually necessary to do at least minimal kerning to close any visual gaps between letter forms. In order to ensure that the reader's eye moves smoothly across lines of copy, visual letter spacing is important.

All letter forms shall be aligned to maintain a base line

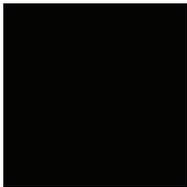
# XII. GRAPHIC STANDARDS

parallel to the sign format. Margins must be maintained as specified by type as shown within these drawings.

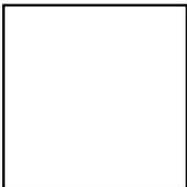
All vinyl cutting shall be executed in such a format that all edges and corners of finished letter forms are true and clean. All cuts must adhere for a period of one year or will be replaced by the signage contractor free of charge.

## COLORS

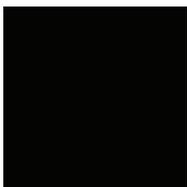
The contractor shall submit to the City two identical sets of each color specified for approval prior to any painting. Sample swatches are to be produced on the substrate material of the final product.



The paint color (P-1) shall be Matthews Paint MP30132 "Jet Black".



The vinyl color (V-1) shall be 3M Diamond Grade Reflective Vinyl "White".



The vinyl color (V-2) shall be 3M Scotch Cal Vinyl "Black".



The vinyl color (V-3) shall be 3M Scotch Cal Vinyl "Blue".

## PICTOGRAM SYMBOLS



*Shopping*



*Dining*



*Park*



*Information*



*Parking*



*Restrooms*



*Trail*

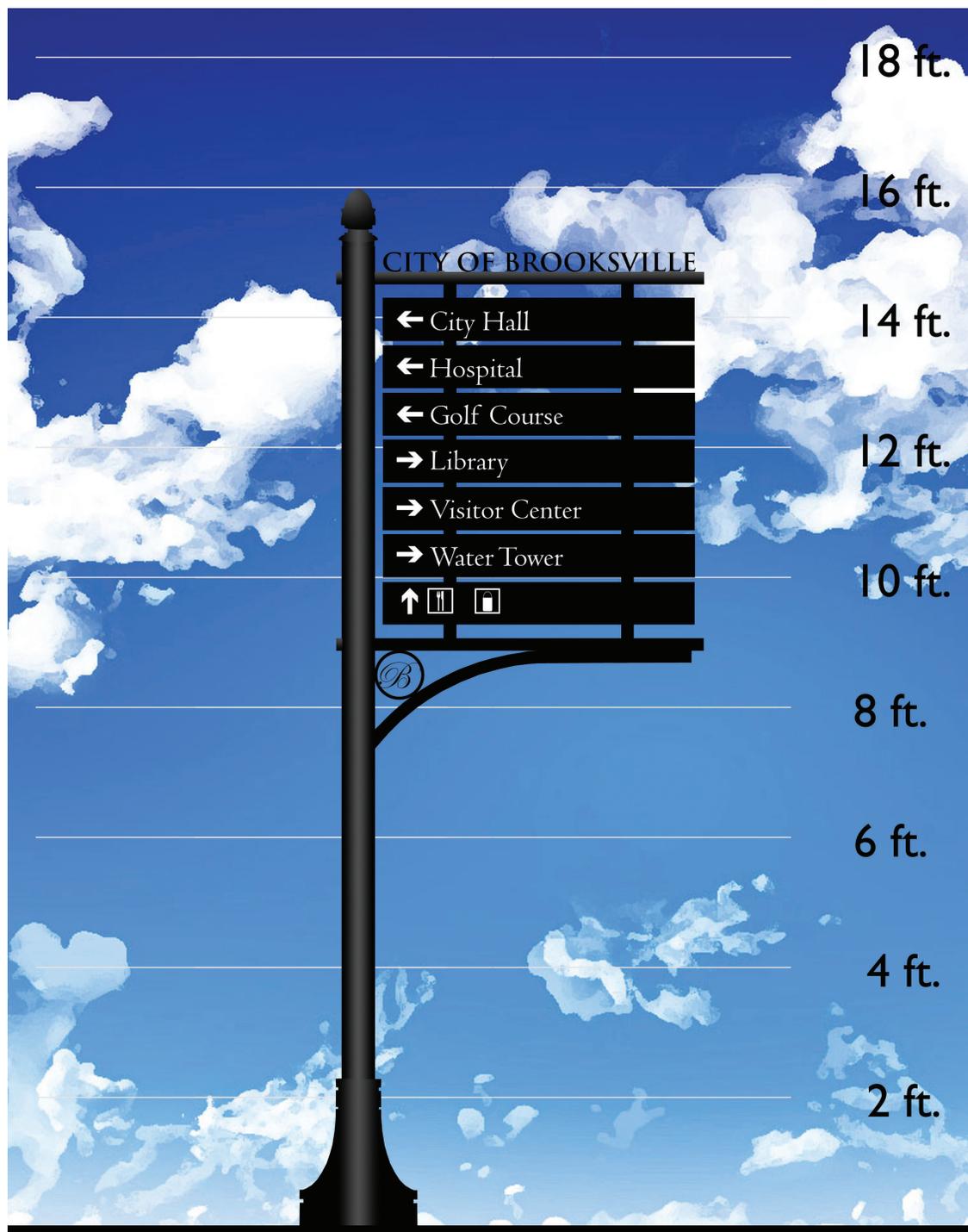
Pictogram symbols should appear as white reversed out of a black (V-2) square graphics panel.



*Hospital*

Hospital symbols should appear as white reversed out of a blue (V-3) square graphics panel.

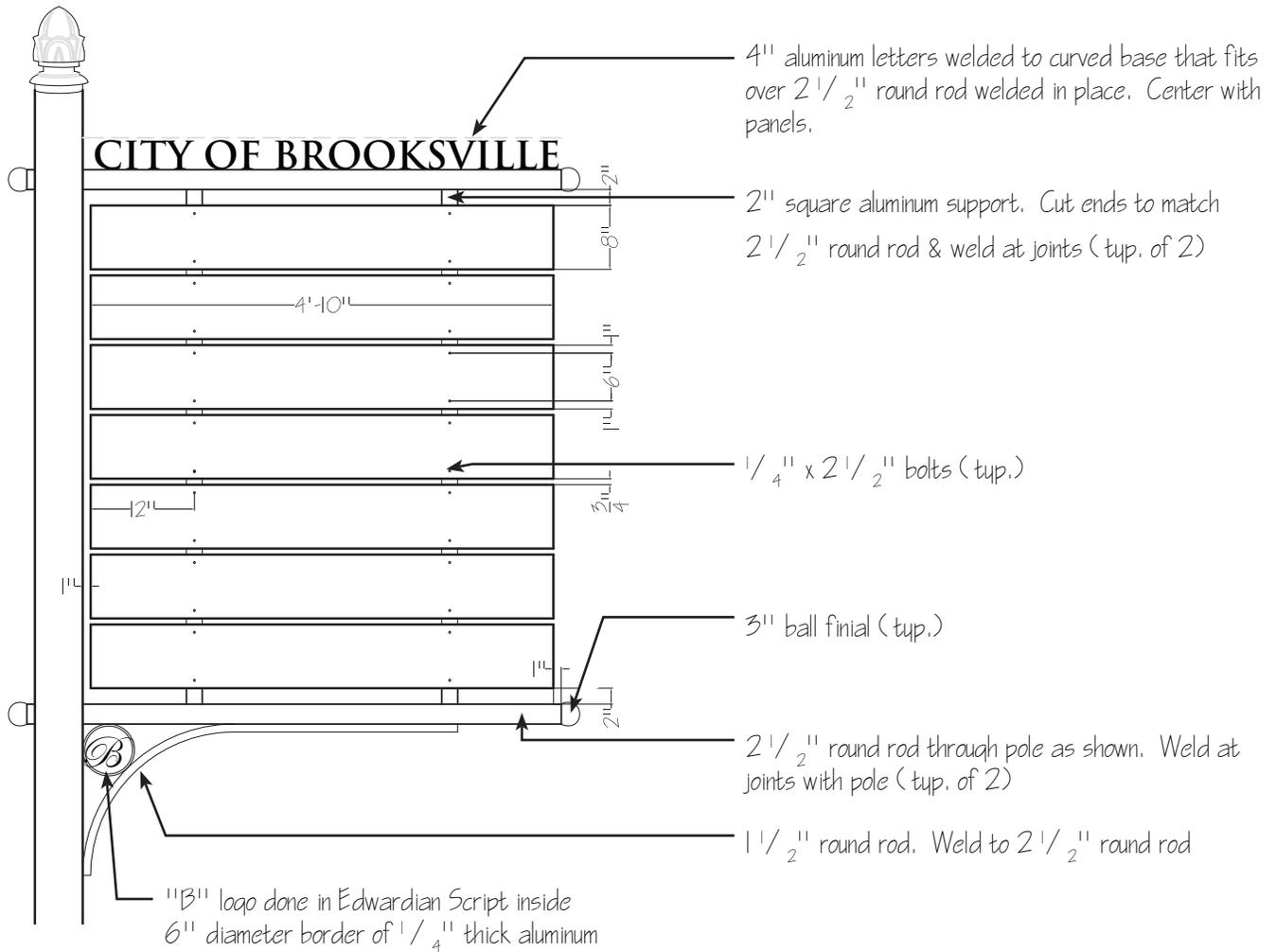
# XIII. TRAILBLAZER SIGNS



This signage is located along major gateway roads and directs visitors toward general districts and destinations. (Message shown is schematic only; see Section XVIII for individual sign message board layouts.)

Note: Any and all construction details in this Manual are illustrations of design intent only. Full construction details are to be completed by a qualified sign fabricator. Any final construction details that require considerations of structural integrity are to be reviewed, approved and stamped by a structural engineer licensed to practice in the State of Florida.

# XIII. TRAILBLAZER SIGNS



## POLE

Size: 6" dia.  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Footer: FDOT approved breakaway footer

## POLE CAP

Product: Acorn type finial  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Fastener: Mechanically fasten to pole

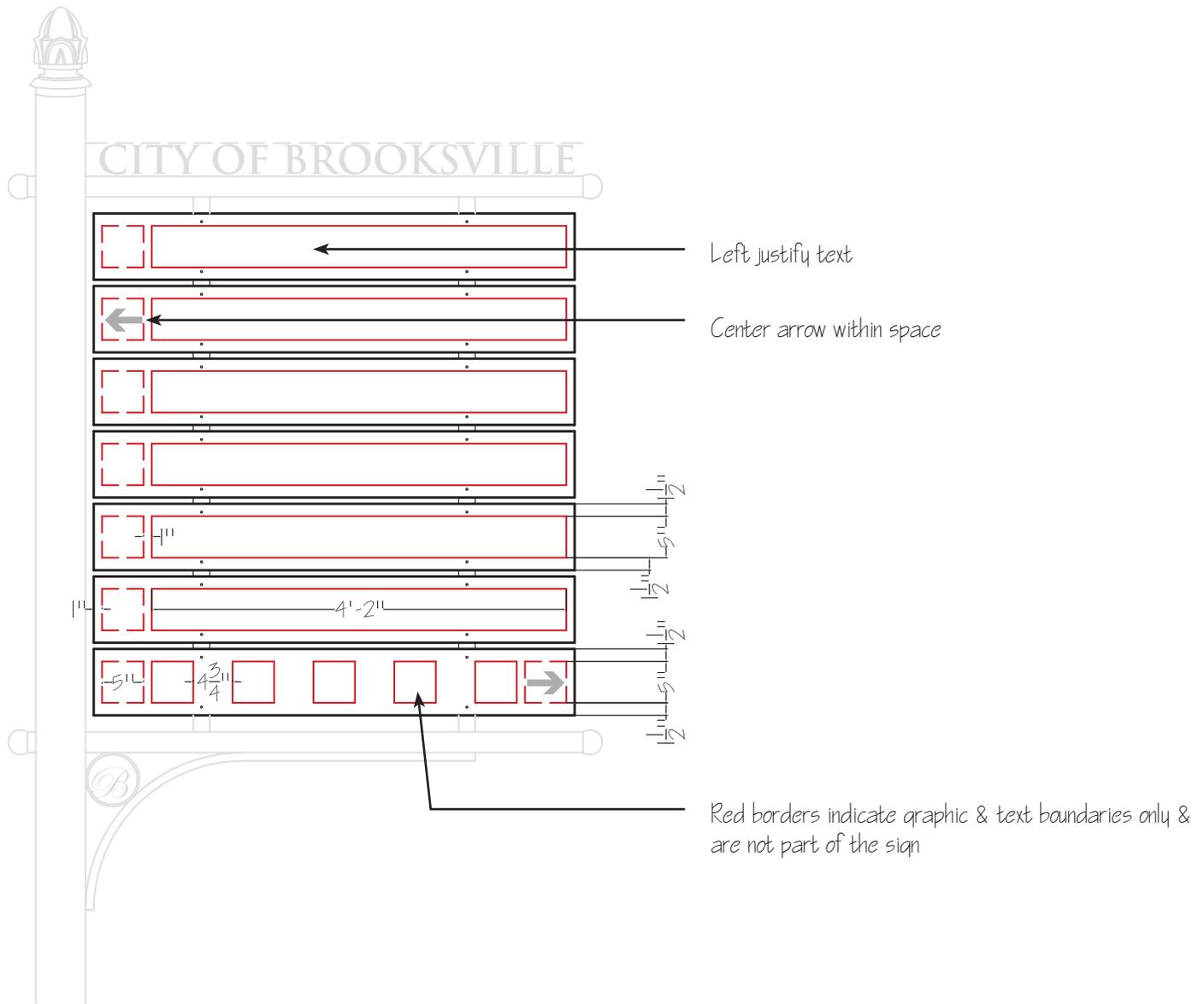
## DECORATIVE BASE

Product: Clamp on, match base style of existing poles within CRA  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Fastener: FDOT approved breakaway footer

## SIGN PANELS

Material: 3/16" thick aluminum  
 Fabrication: Square cut  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Fastener: Mechanically fasten to pole

# XIII. TRAILBLAZER SIGNS



## LOGO

Material: Aluminum  
Color: P-1 Black

## SYMBOLS

Application: Vinyl  
Color: Refer to graphic standards

## HARDWARE

Application: Paint all exposed attachments  
Color: P-1 Black

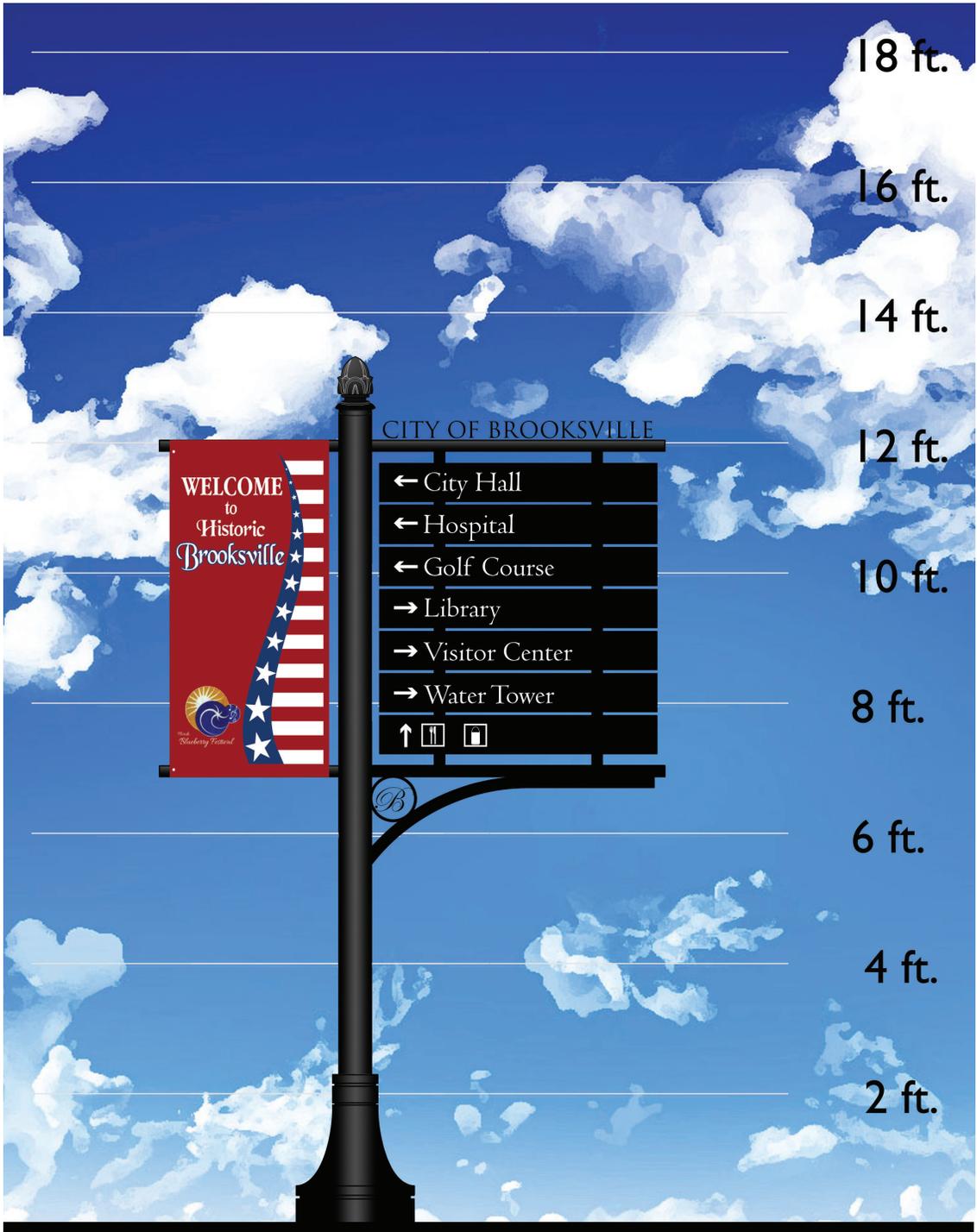
## ARROWS

Application: Arrow cut out of vinyl field  
Color: V-1 Reflective White

## TEXT

Application: Vinyl  
Color: V-1 Reflective White

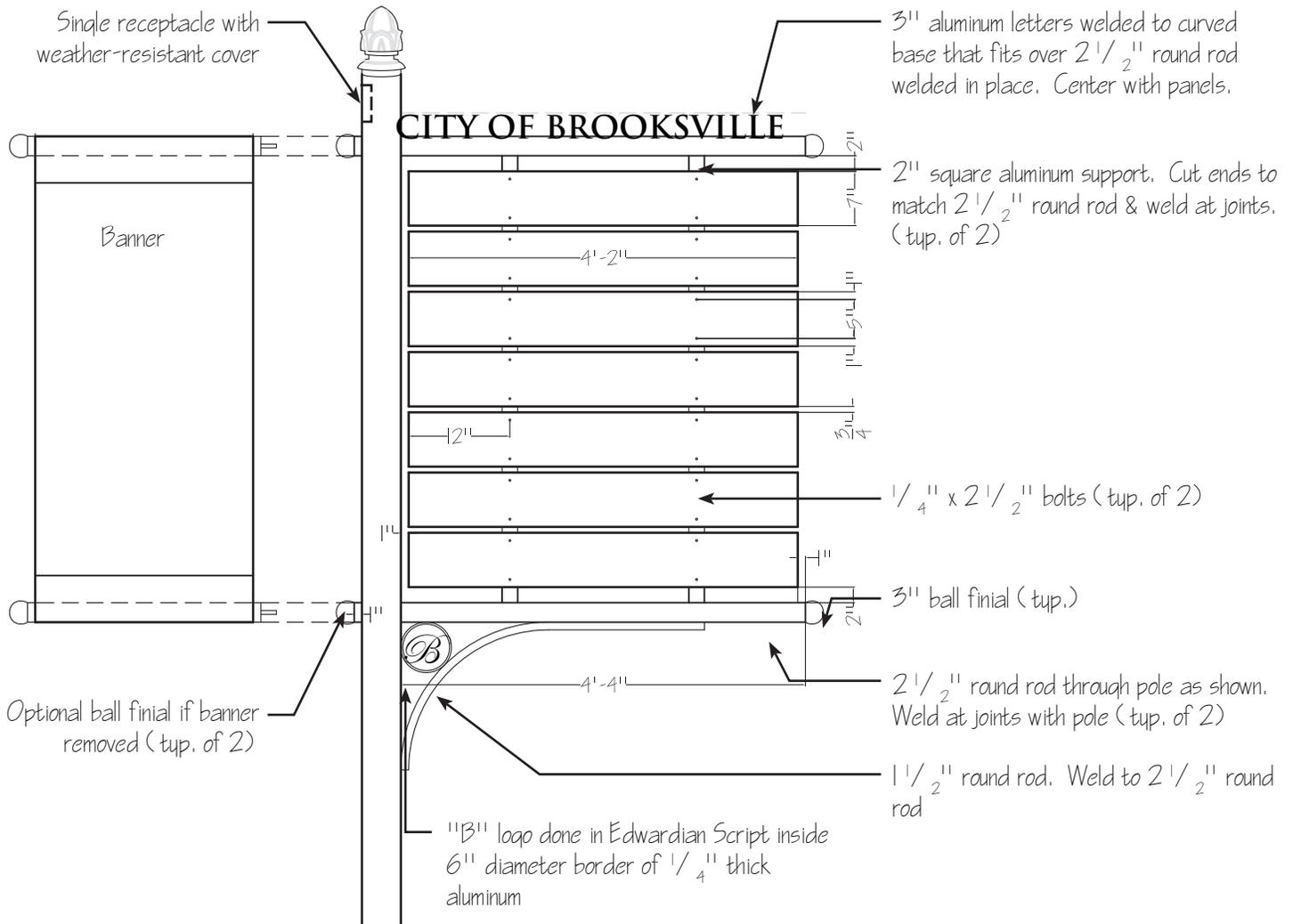
# XIV. VEHICULAR SIGNS



This signage is located along major gateway roads and directs visitors toward general districts and destinations. (Message shown is schematic only; see Section XVIII for individual sign message board layouts.)

Note: Any and all construction details in this Manual are illustrations of design intent only. Full construction details are to be completed by a qualified sign fabricator. Any final construction details that require considerations of structural integrity are to be reviewed, approved and stamped by a structural engineer licensed to practice in the State of Florida.

# XIV. VEHICULAR SIGNS



## POLE

Size: 5" dia.  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Footer: FDOT approved breakaway footer

## POLE CAP

Product: Acorn type finial  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces

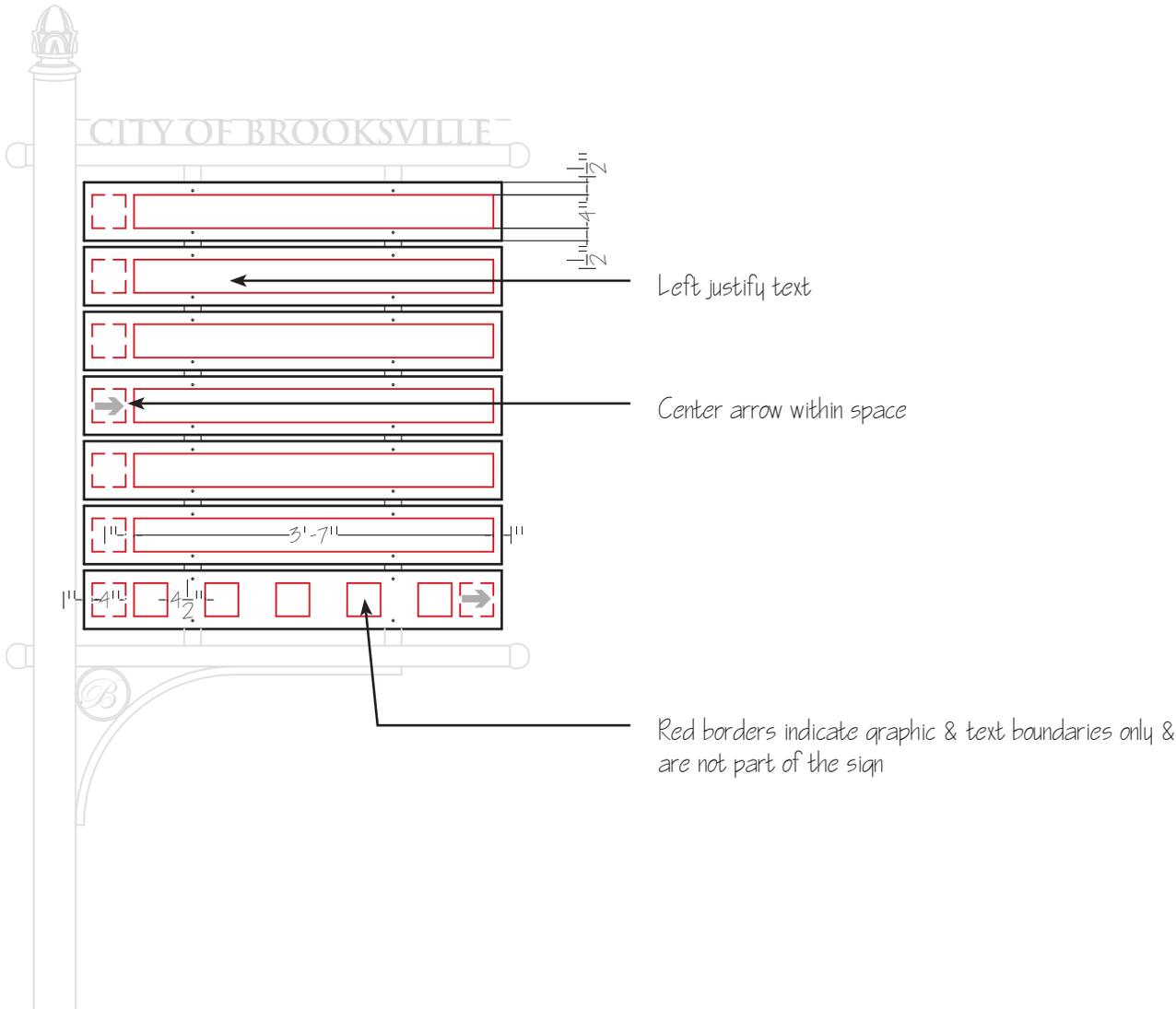
## DECORATIVE BASE

Product: Clamp on, match base style of existing poles within CRA  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Fastener: Mechanically fasten to pole

## SIGN PANELS

Material: 3/16" thick aluminum  
 Fabrication: Square cut  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces

# XIV. VEHICULAR SIGNS



## LOGO

Material: Aluminum  
Color: P-1 Black

## SYMBOLS

Application: Vinyl  
Color: Refer to graphic standards

## HARDWARE

Application: Paint all exposed attachments  
Color: P-1 Black

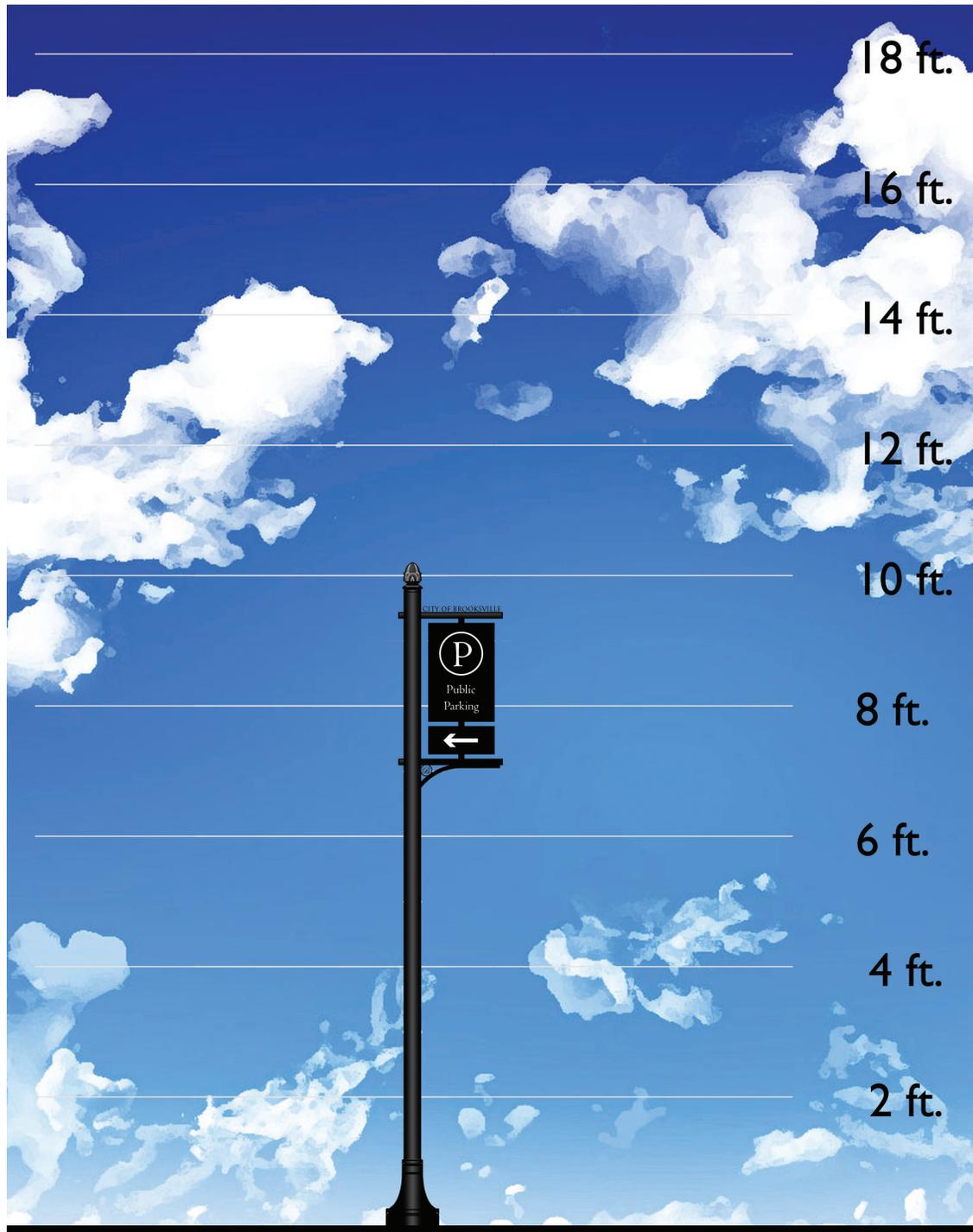
## ARROWS

Application: Arrow cut out of vinyl field  
Color: V-1 Reflective White

## TEXT

Application: Vinyl  
Color: V-1 Reflective White

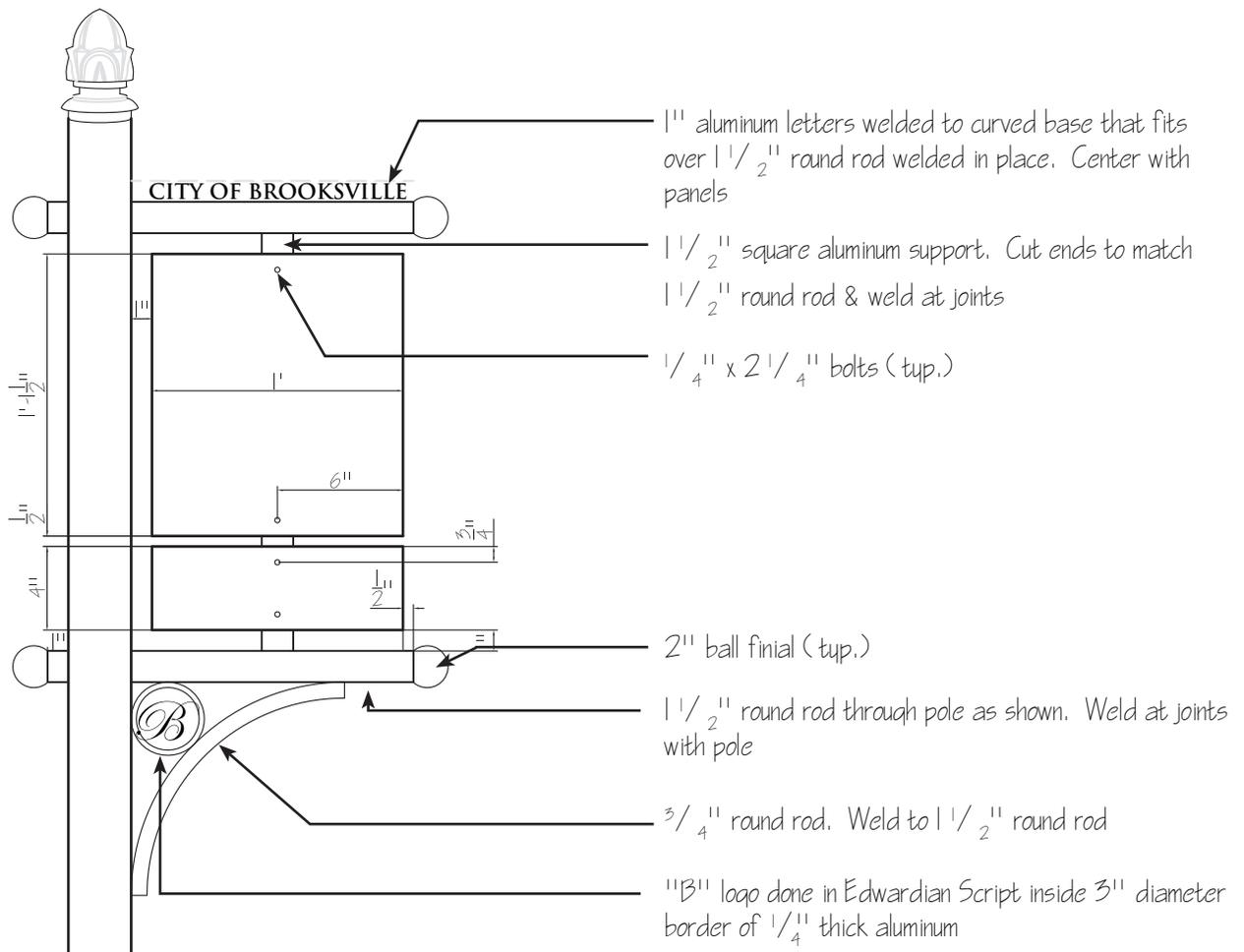
# XV. PARKING SIGNS



This signage is located at entrances to parking lots and provides information regarding the type of parking allowed. (Message shown is schematic only; see Section XVIII for individual sign message board layouts.)

Note: Any and all construction details in this Manual are illustrations of design intent only. Full construction details are to be completed by a qualified sign fabricator. Any final construction details that require considerations of structural integrity are to be reviewed, approved and stamped by a structural engineer licensed to practice in the State of Florida.

# XV. PARKING SIGNS



## POLE

Size: 4" dia.  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Footer: FDOT approved breakaway footer

## DECORATIVE BASE

Product: Clamp on, match base style of existing poles within CRA  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Fastener: Mechanically fasten to pole

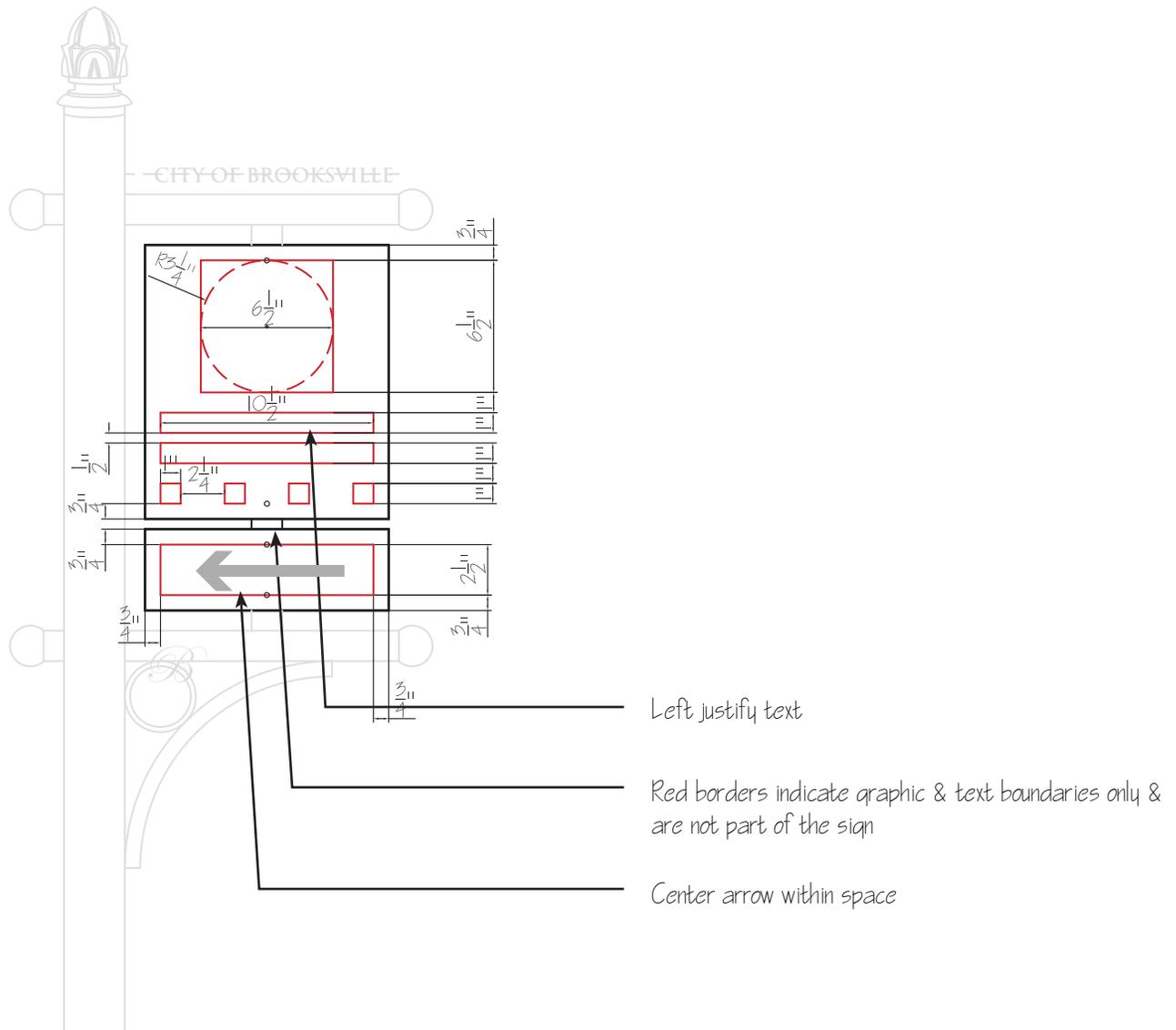
## POLE CAP

Product: Acorn type finial  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Fastener: Mechanically fasten to pole

## SIGN PANELS

Material: 1/8" thick aluminum  
 Fabrication: Square cut  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Fastener: Mechanically fasten to pole

# XV. PARKING SIGNS



## LOGO

Material: Aluminum  
Color: P-1 Black

## SYMBOLS

Application: Vinyl  
Color: Refer to graphic standards

## HARDWARE

Application: Paint all exposed attachments  
Color: P-1 Black

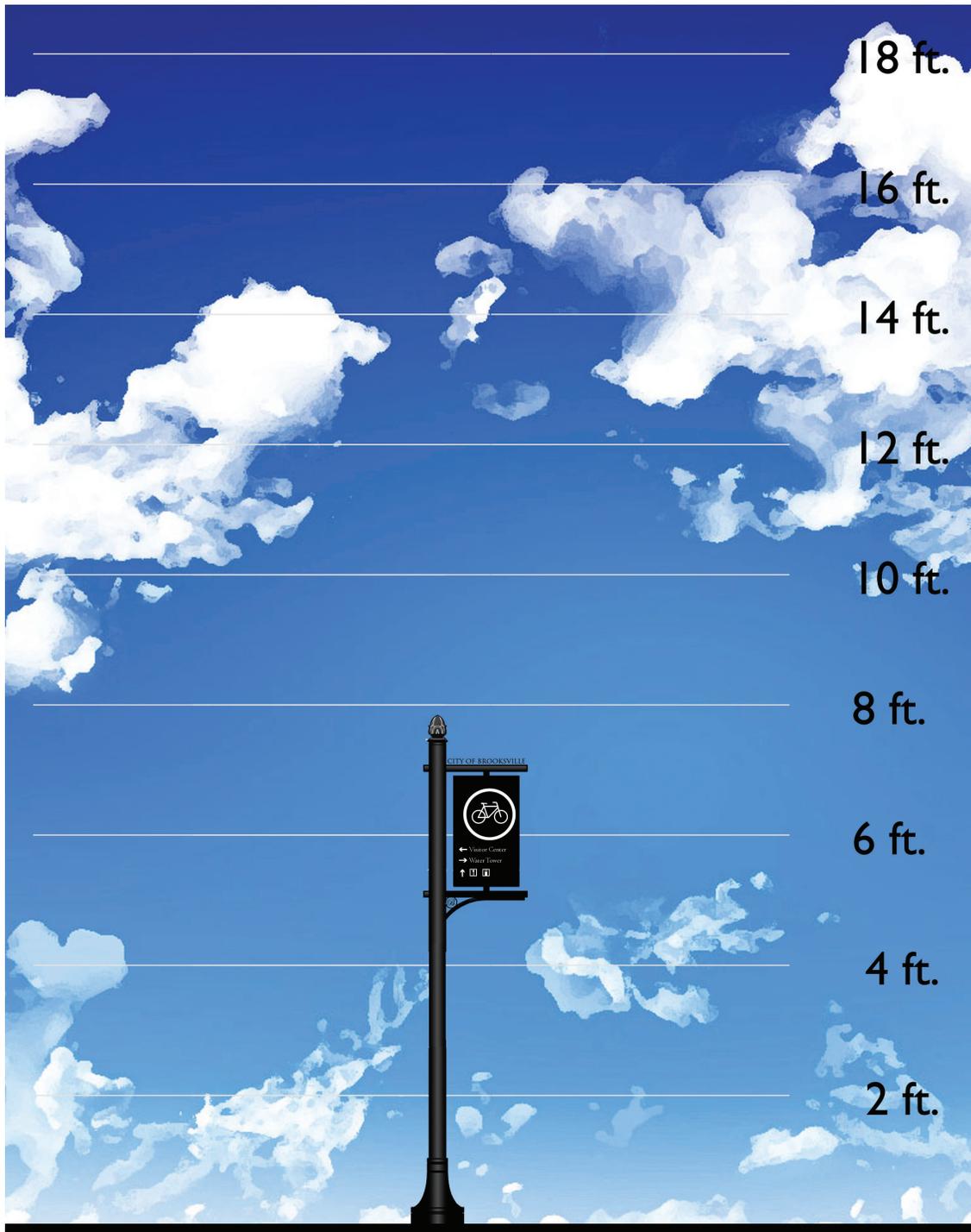
## ARROWS

Application: Arrow cut out of vinyl field  
Color: V-1 Reflective White

## TEXT

Application: Vinyl  
Color: V-1 Reflective White

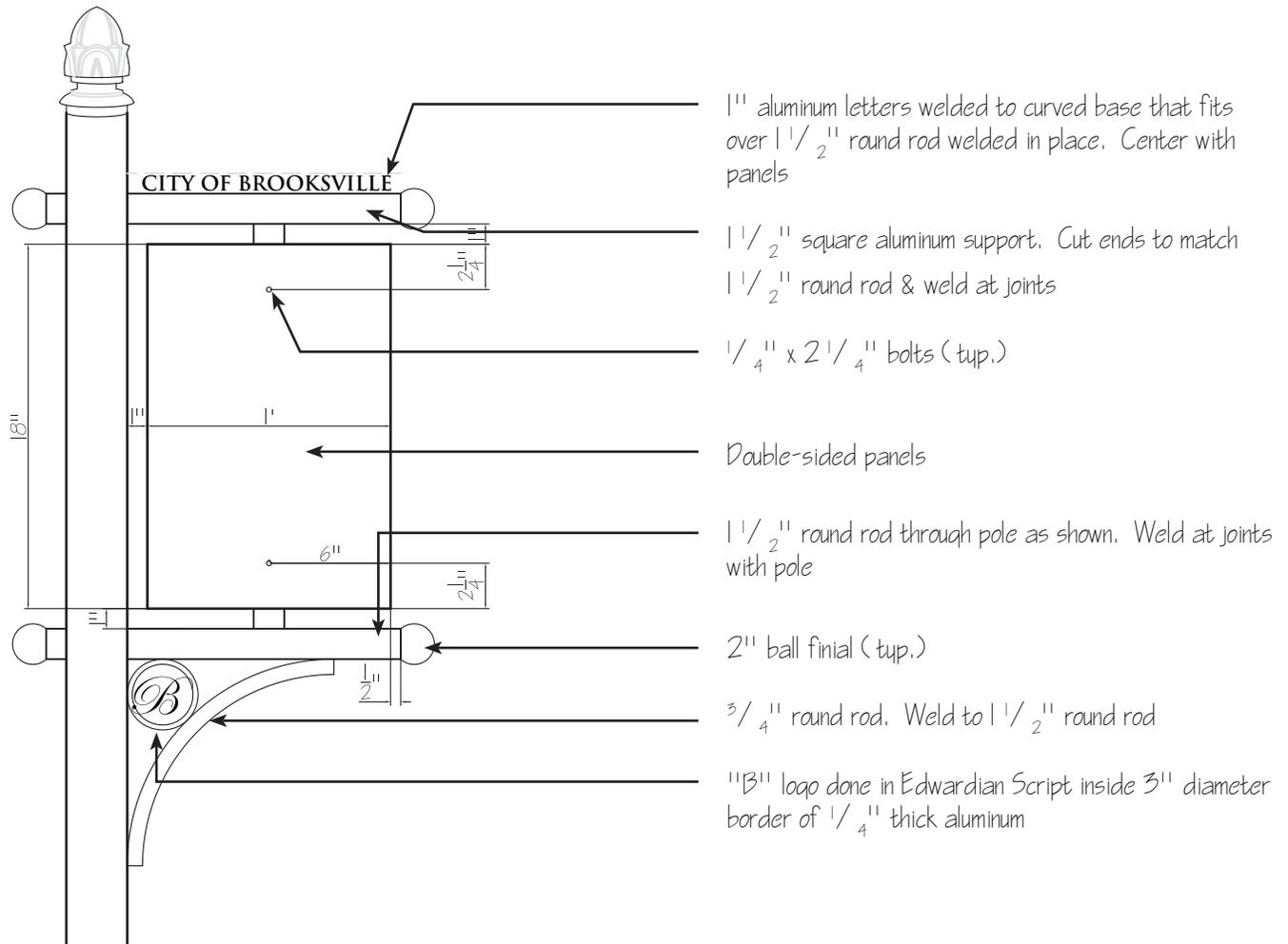
# XVI. TRAIL SIGNS



This signage is located along the Good Neighbor Trail and directs users to locations within the downtown area. (Message shown is schematic only; see Section XVIII for individual sign message board layouts.)

Note: Any and all construction details in this Manual are illustrations of design intent only. Full construction details are to be completed by a qualified sign fabricator. Any final construction details that require considerations of structural integrity are to be reviewed, approved and stamped by a structural engineer licensed to practice in the State of Florida.

# XVI. TRAIL SIGNS



## POLE

Size: 3" dia.  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Footer: FDOT approved breakaway footer

## POLE CAP

Product: Acorn type finial  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Fastener: Mechanically fasten to pole

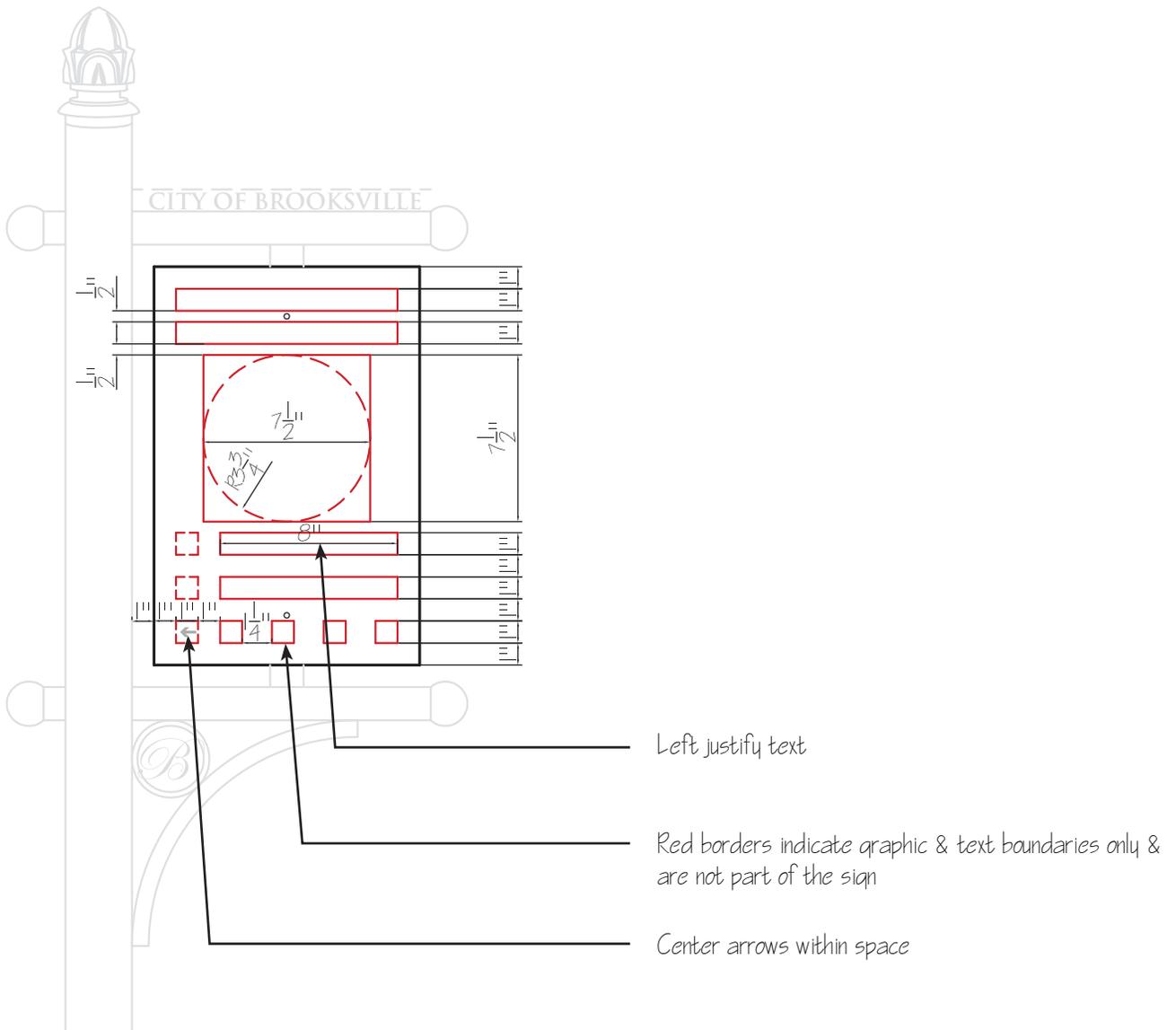
## DECORATIVE BASE

Product: Clamp on, match base style of existing poles within CRA  
 Material: Aluminum  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat  
 Fastener: Mechanically fasten to pole

## SIGN PANELS

Material: 1/8" thick aluminum  
 Fabrication: Square cut  
 Edges: Smooth  
 Color: P-1 Black  
 Surface: Paint all exposed surfaces  
 Finish: Topcoat and clearcoat

# XVI. TRAIL SIGNS



## LOGO

Material: Aluminum  
Color: P-1 Black

## SYMBOLS

Application: Vinyl  
Color: Refer to graphic standards

## HARDWARE

Application: Paint all exposed attachments  
Color: P-1 Black

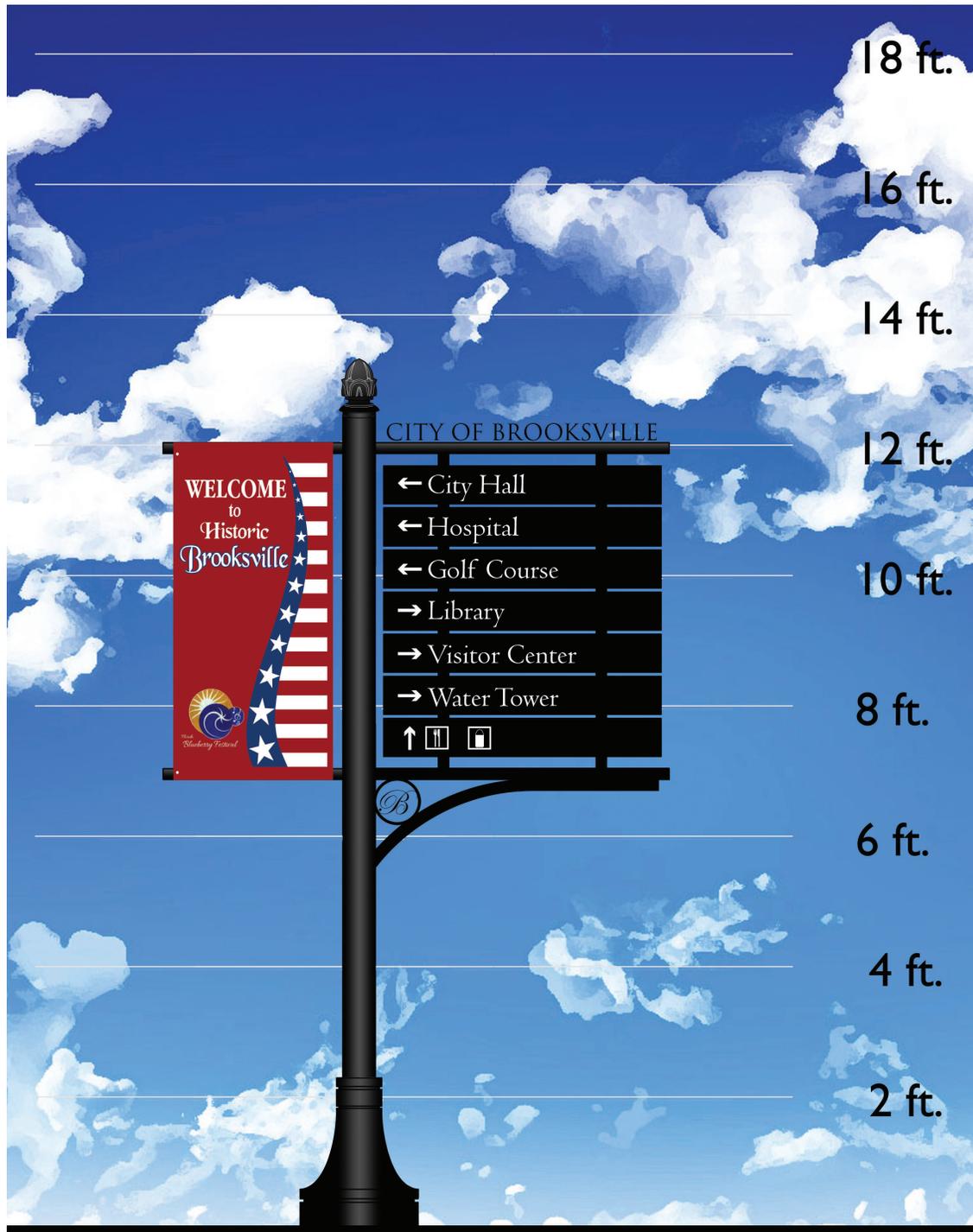
## ARROWS

Application: Arrow cut out of vinyl field  
Color: V-1 Reflective White

## TEXT

Application: Vinyl  
Color: V-1 Reflective White

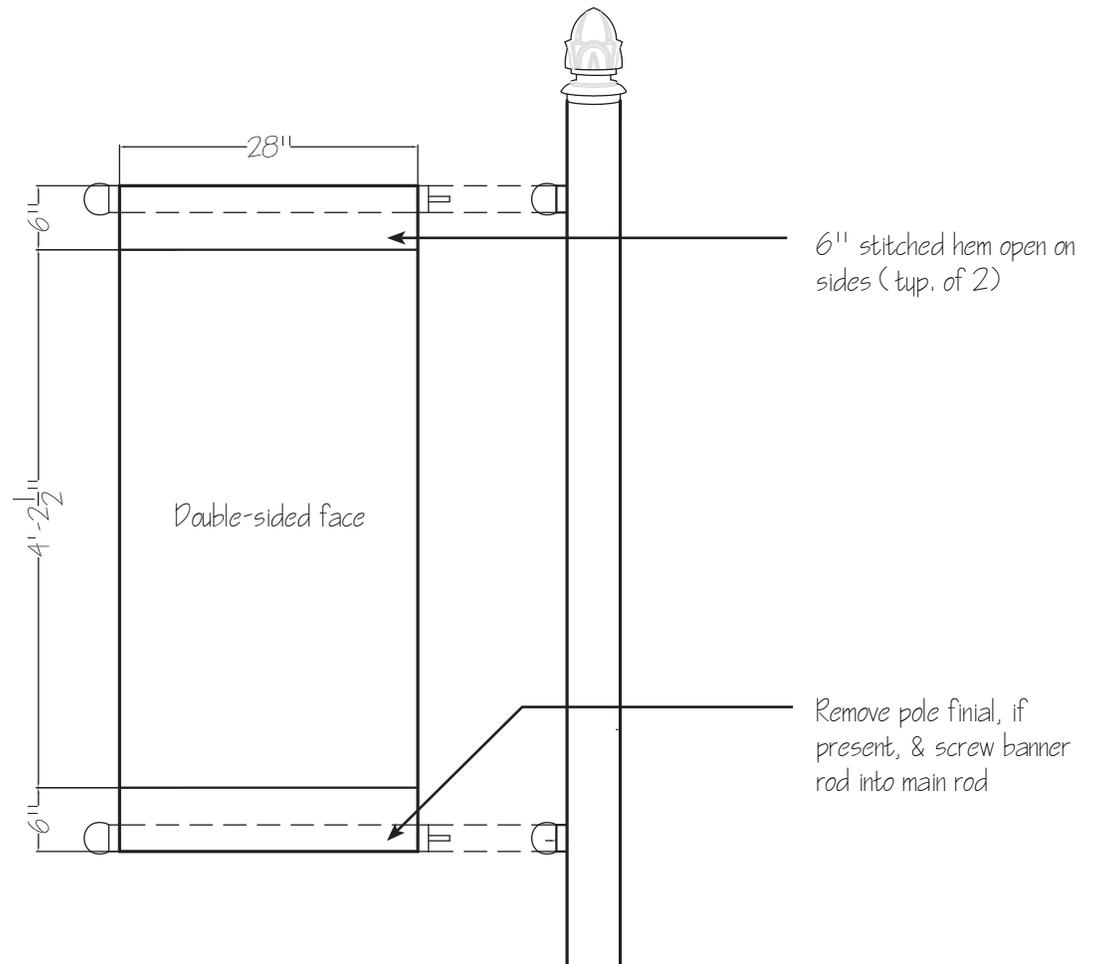
# XVII. BANNERS



Banners will be required treatments on Vehicular Signs. They may be permanent installations facilitating wayfinding or identifying the City or they may be temporary installations that promote a defined event or season.

Note: Any and all construction details in this Manual are illustrations of design intent only. Full construction details are to be completed by a qualified sign fabricator. Any final construction details that require considerations of structural integrity are to be reviewed, approved and stamped by a structural engineer licensed to practice in the State of Florida.

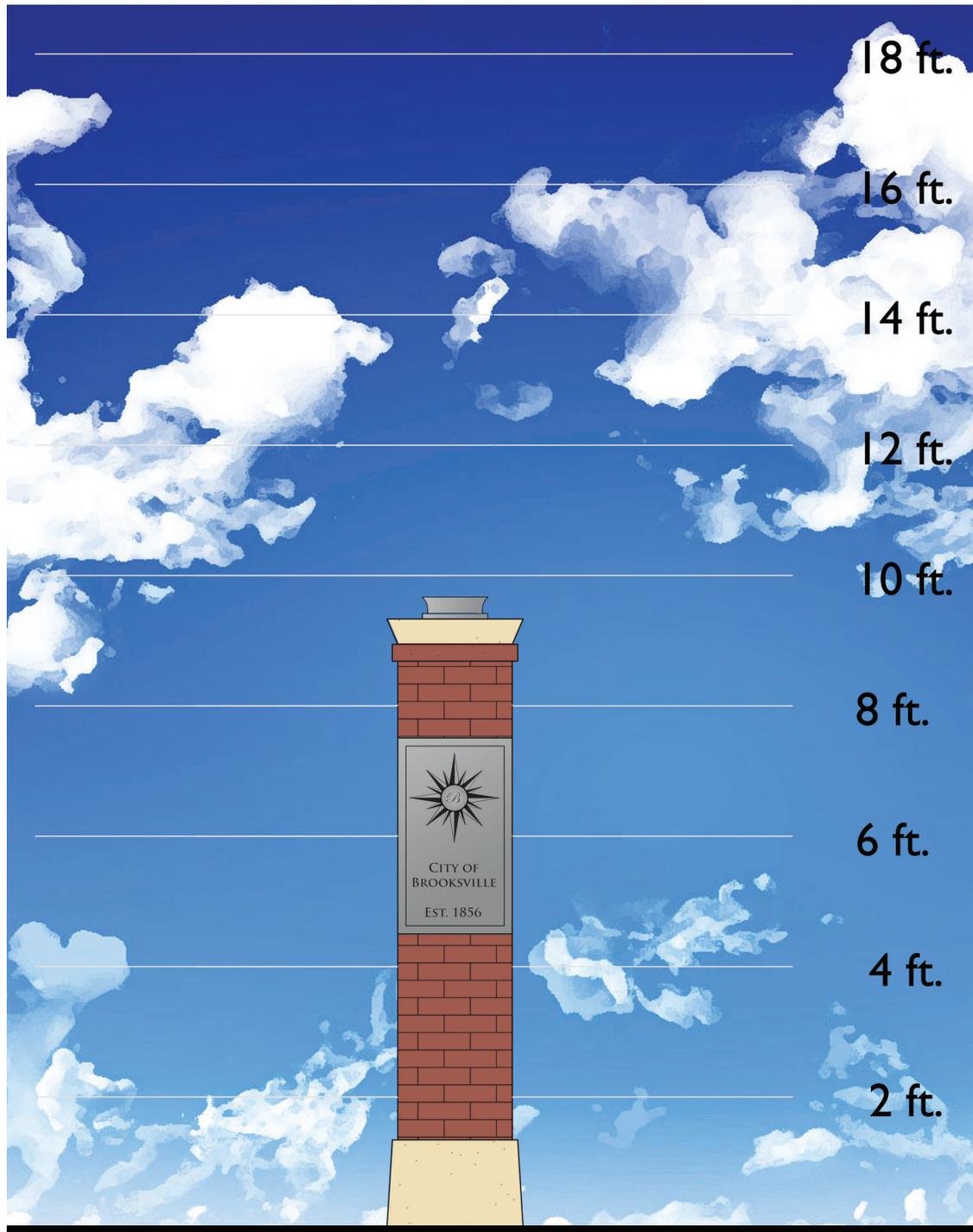
# XVII. BANNERS



## NOTES

1. Banner must be made of durable cloth, canvas, nylon or vinyl.
2. Appropriate wind vents, grommets or ties may be required on bottom hem to prevent excessive flapping or wind load.
3. Contractor shall provide the City with content design options to review and approve.

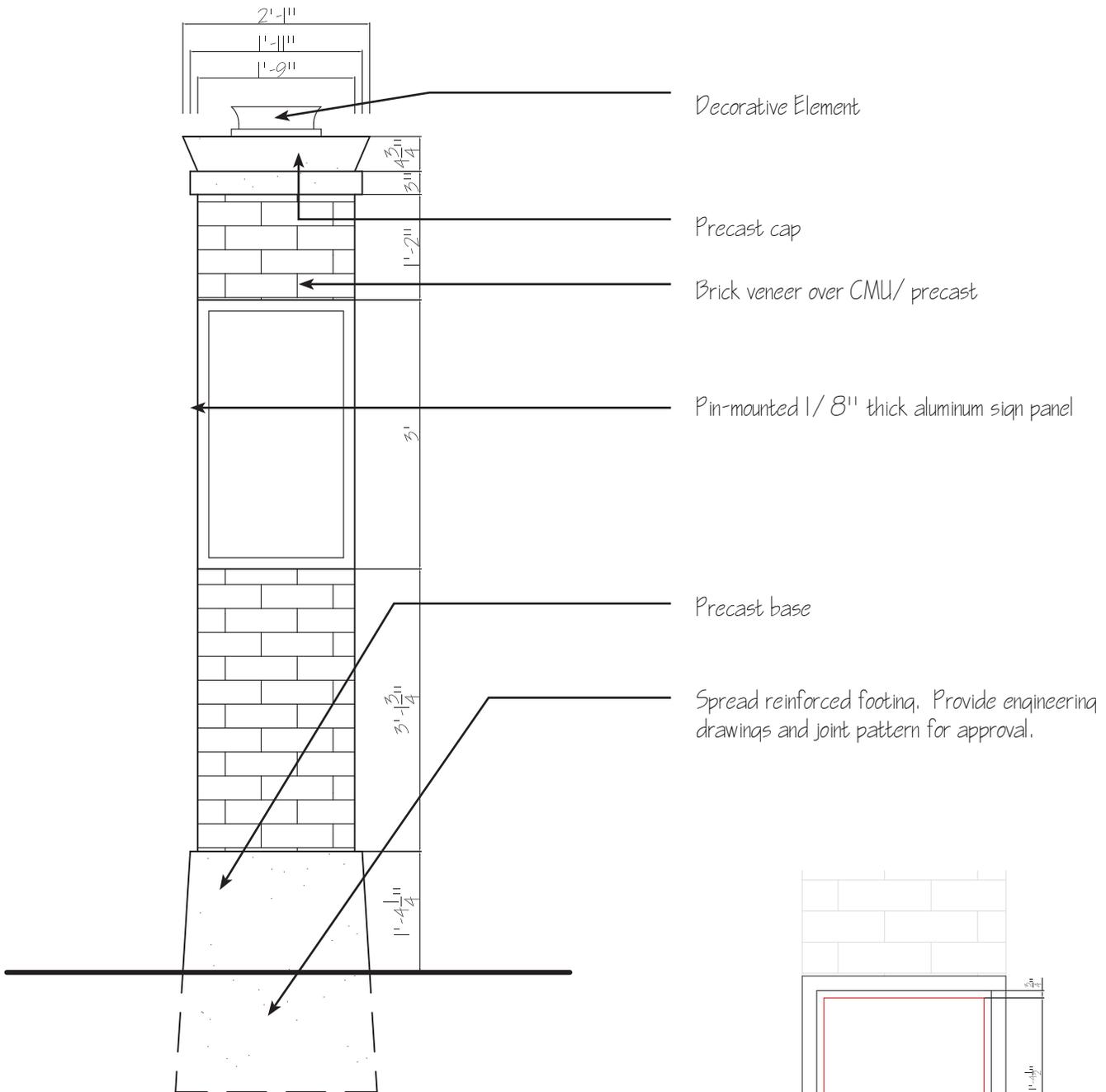
# XVIII. MONUMENT SIGNS



This element is located along major gateway roads and announces the CRA. (See “C” locations on Sign Placement map on page 33 and the Signage Location diagrams on pages 42-43 for monument locations.)

Note: Any and all construction details in this Manual are illustrations of design intent only. Full construction details are to be completed by a qualified sign fabricator. Any final construction details that require considerations of structural integrity are to be reviewed, approved and stamped by a structural engineer licensed to practice in the State of Florida.

# XVIII. MONUMENT SIGNS



Decorative Element

Precast cap

Brick veneer over CMU/ precast

Pin-mounted 1/8" thick aluminum sign panel

Precast base

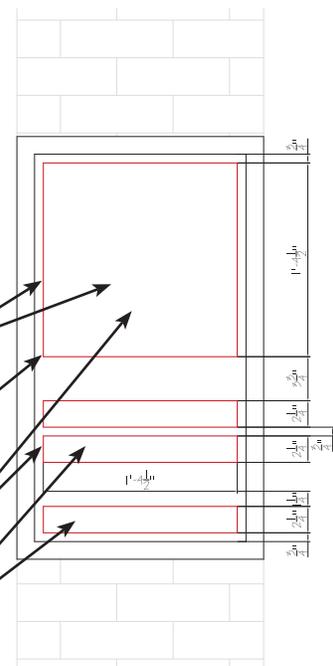
Spread reinforced footing. Provide engineering drawings and joint pattern for approval.

Inscribed border & logo painted black

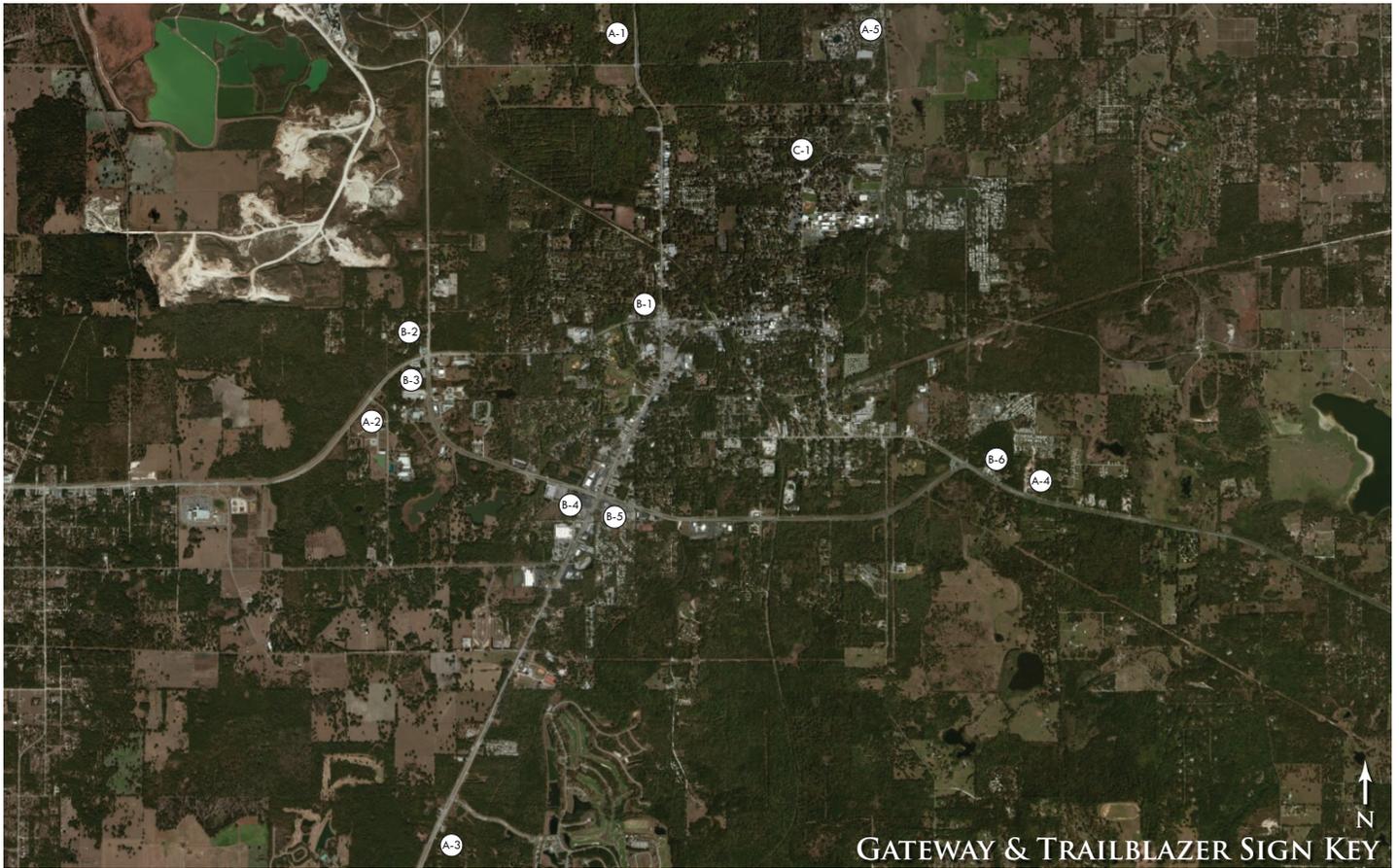
Red borders indicate graphic & text boundaries only & are not part of the sign

Lettering should be raised off the sign panel and pin mounted. Match font for wayfinding signs.

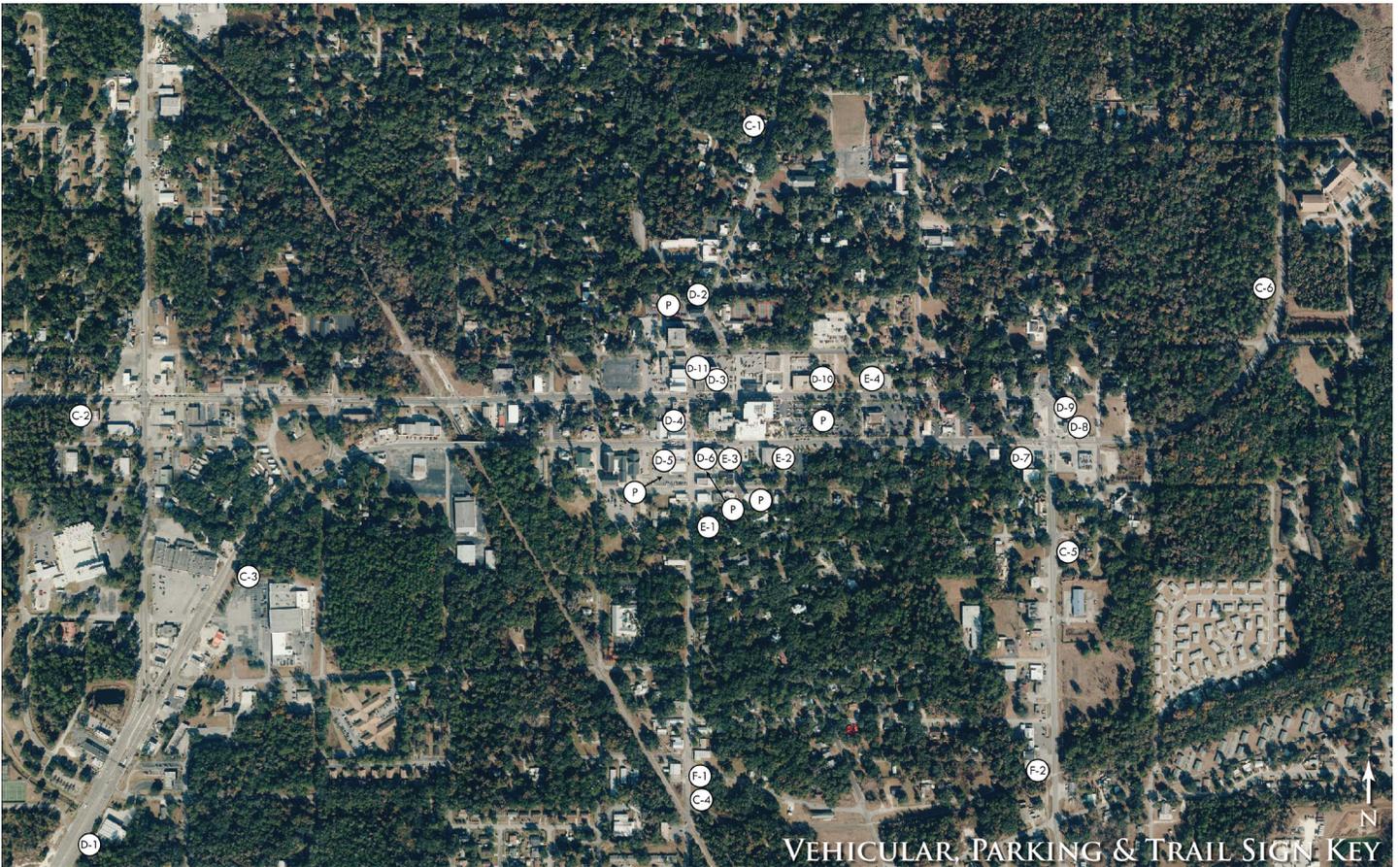
Center justify text



# XIX. SIGNAGE MESSAGING



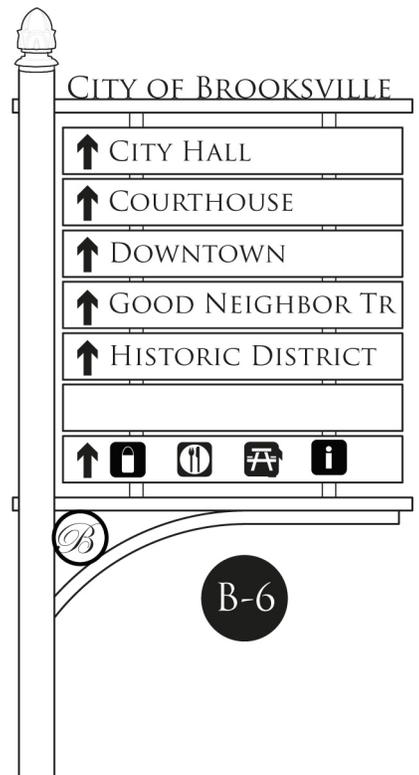
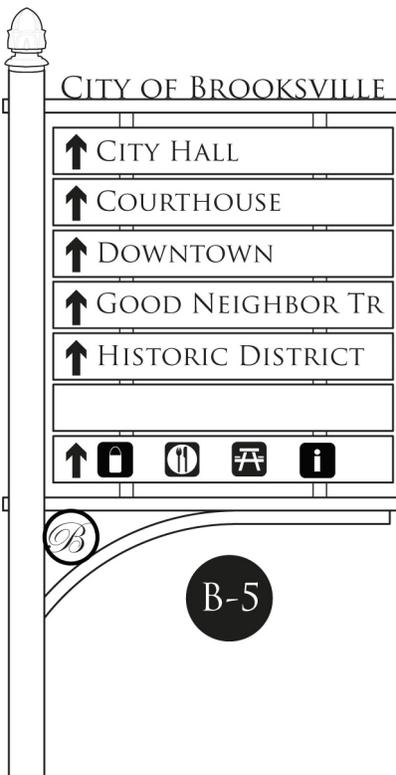
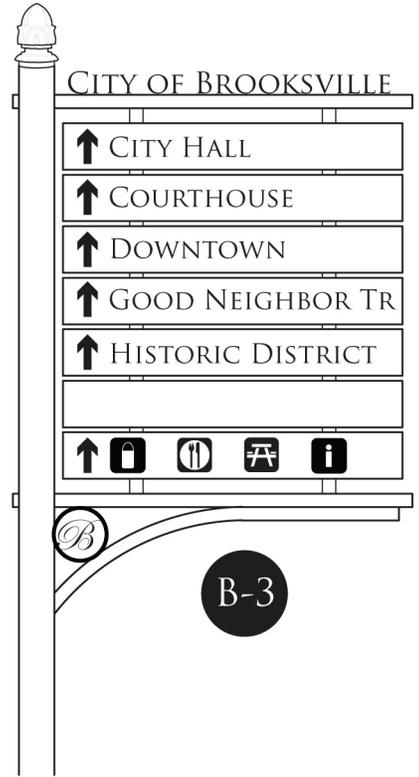
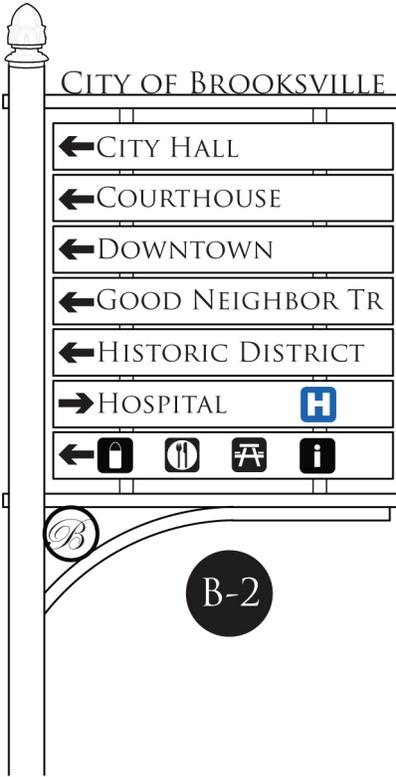
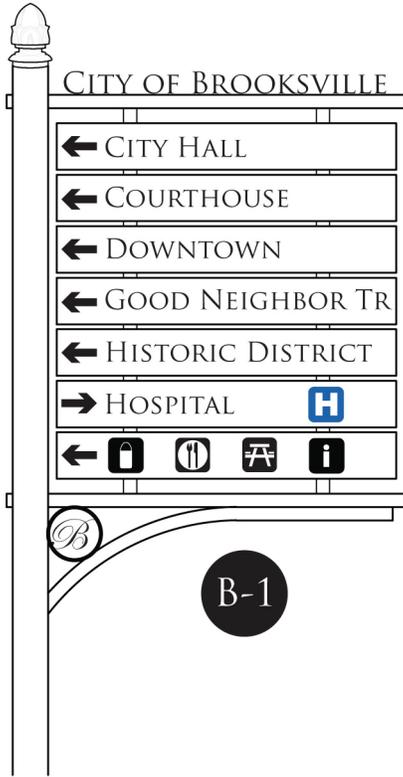
# XIX. SIGNAGE MESSAGING



# XIX. SIGNAGE MESSAGING

## TRAILBLAZER SIGNAGE

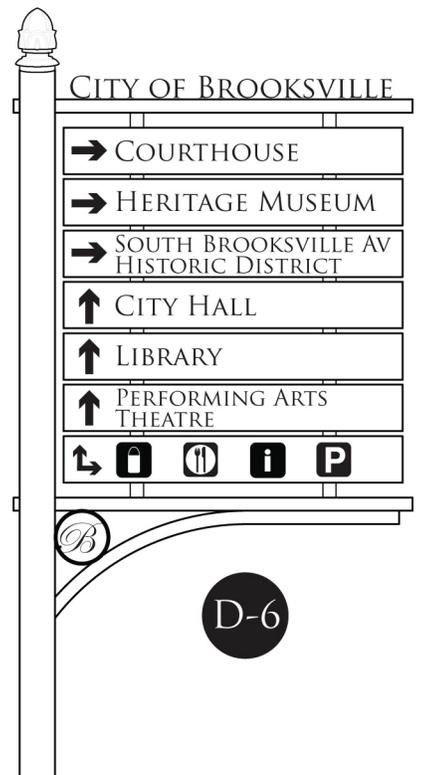
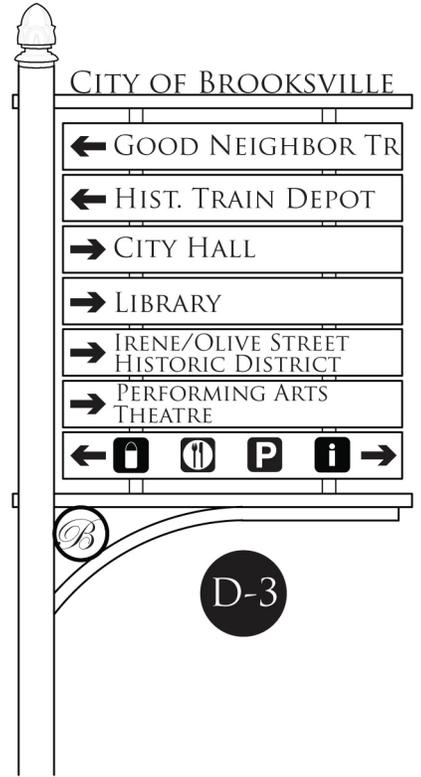
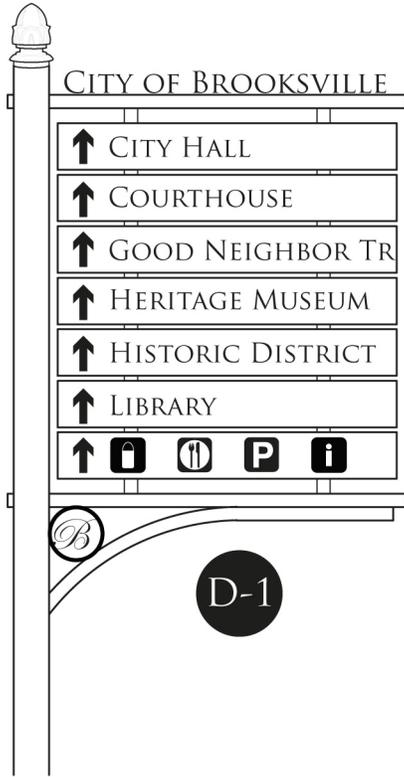
(See Section XII for specific font and layout directions.)



# XIX. SIGNAGE MESSAGING

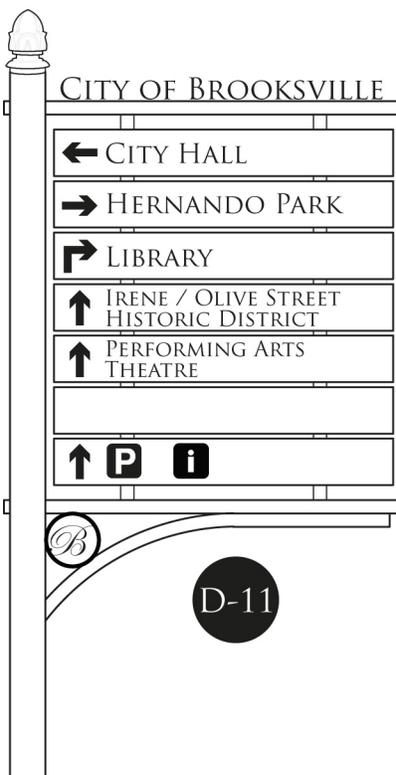
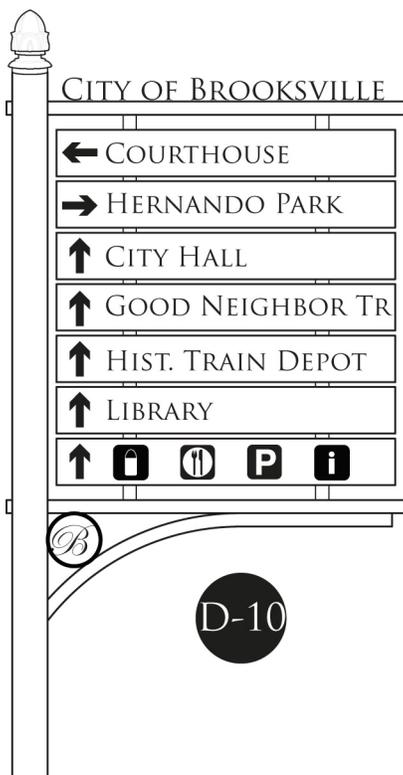
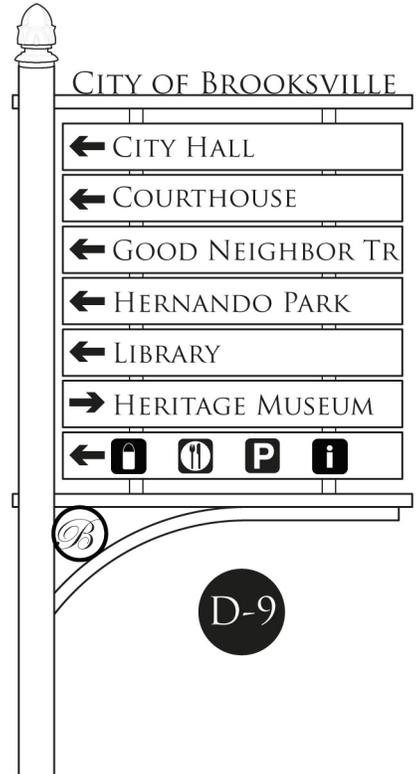
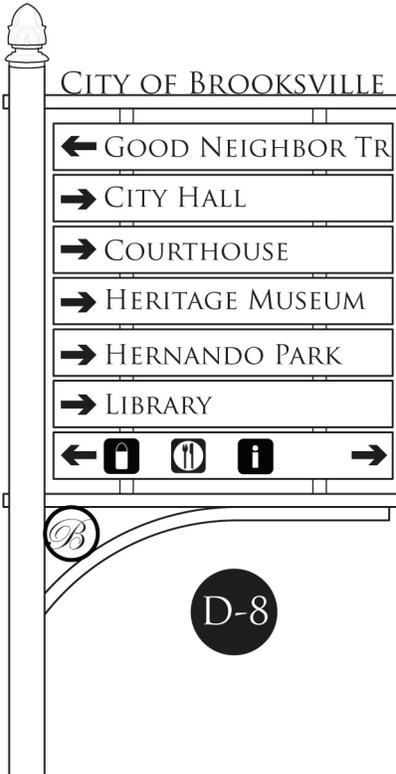
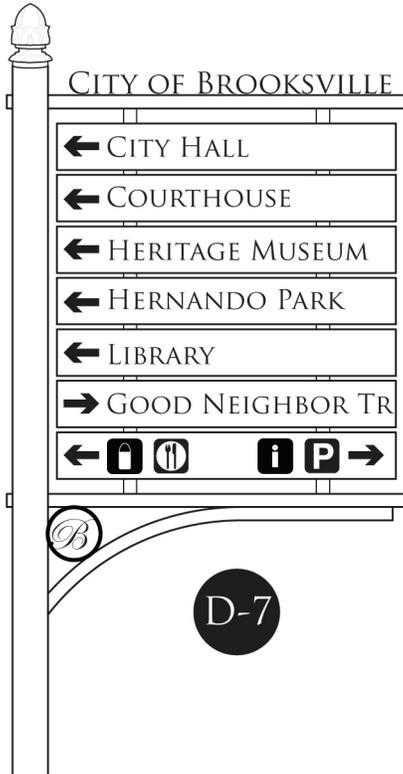
## VEHICULAR SIGNAGE

(See Section XII for specific font and layout directions.)



# XIX. SIGNAGE MESSAGING

(See Section XII for specific font and layout directions.)



# XIX. SIGNAGE MESSAGING

## TRAIL SIGNAGE

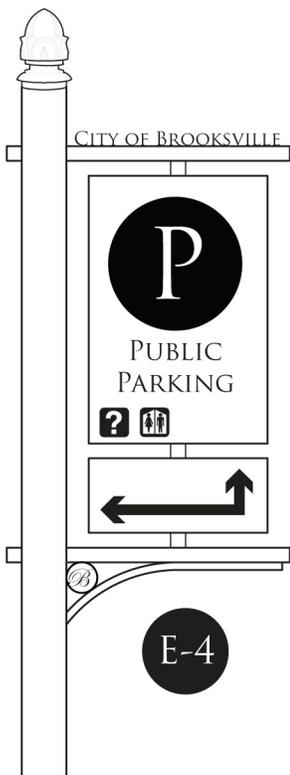
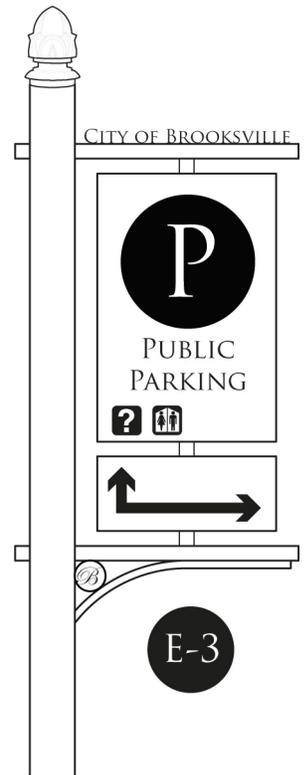
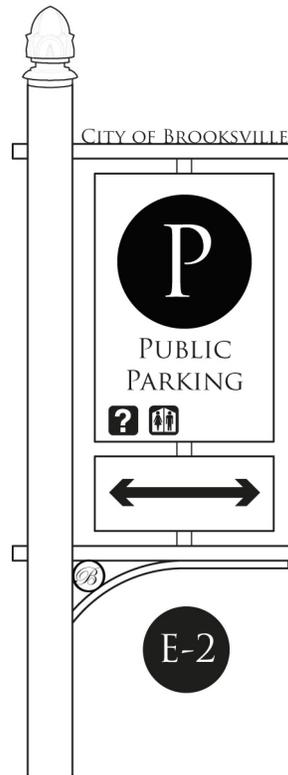
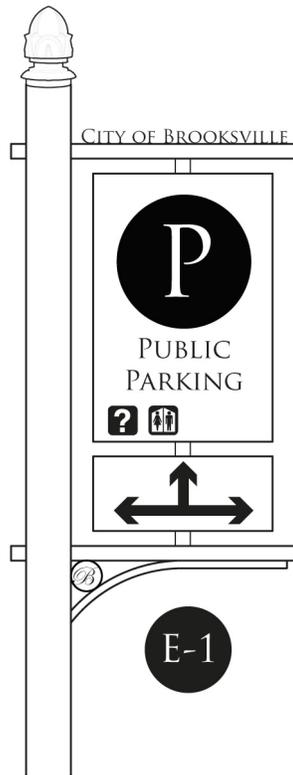
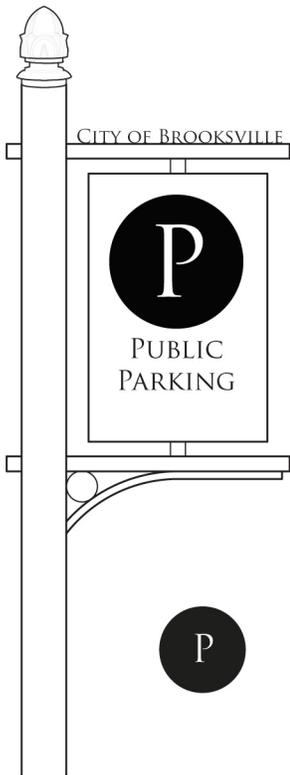
(See Section XII for specific font and layout directions.)



# XIX. SIGNAGE MESSAGING

## PARKING SIGNAGE

(See Section XII for specific font and layout directions.)



# XX. SIGNAGE LOCATIONS

## TRAILBLAZER SIGNAGE

EXISTING HOSPITAL SIGN LOCATION.  
INCORPORATE THE HOSPITAL  
DESTINATION INTO THE NEW SIGN AND  
PUT NEW SIGN IN SPOT OF EXISTING  
SIGN.



PONCE DE LEON BLVD.

W. FORT DADE AVENUE

ROYAL GAS



B-1

PLACE SIGN SO THAT IT HAS A GOOD  
CLEAR BACKGROUND AGAINST EXISTING  
TREE CANOPY FOR LEGIBILITY.



35'

Existing Guardrail

HESS DRIVEWAY

HESS GAS

Sidewalk

COBB ROAD

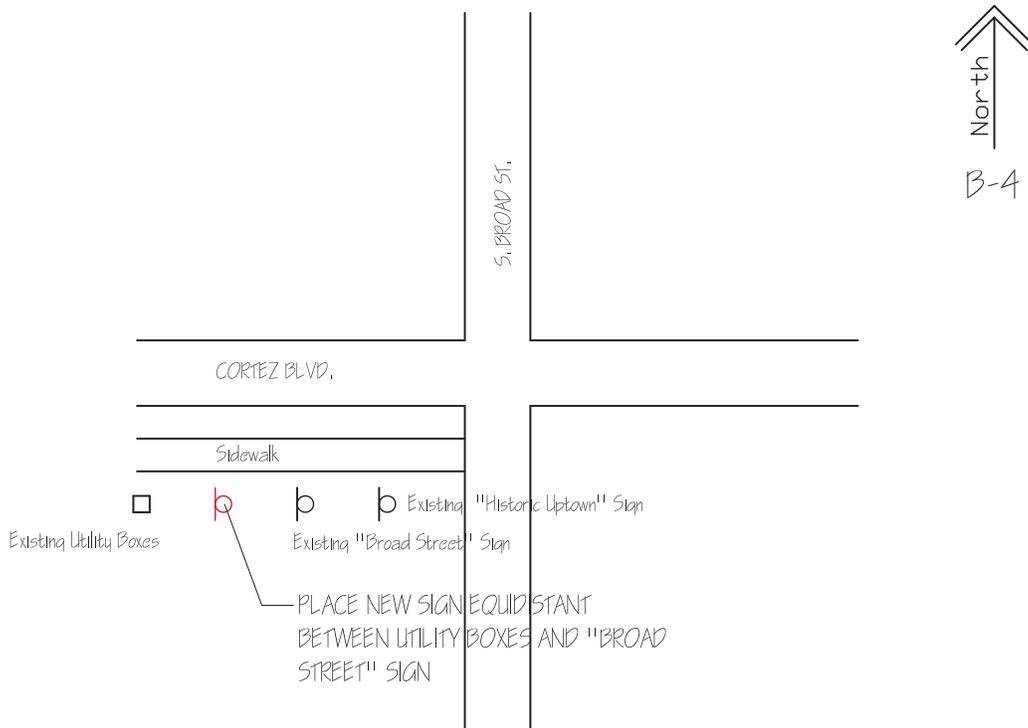
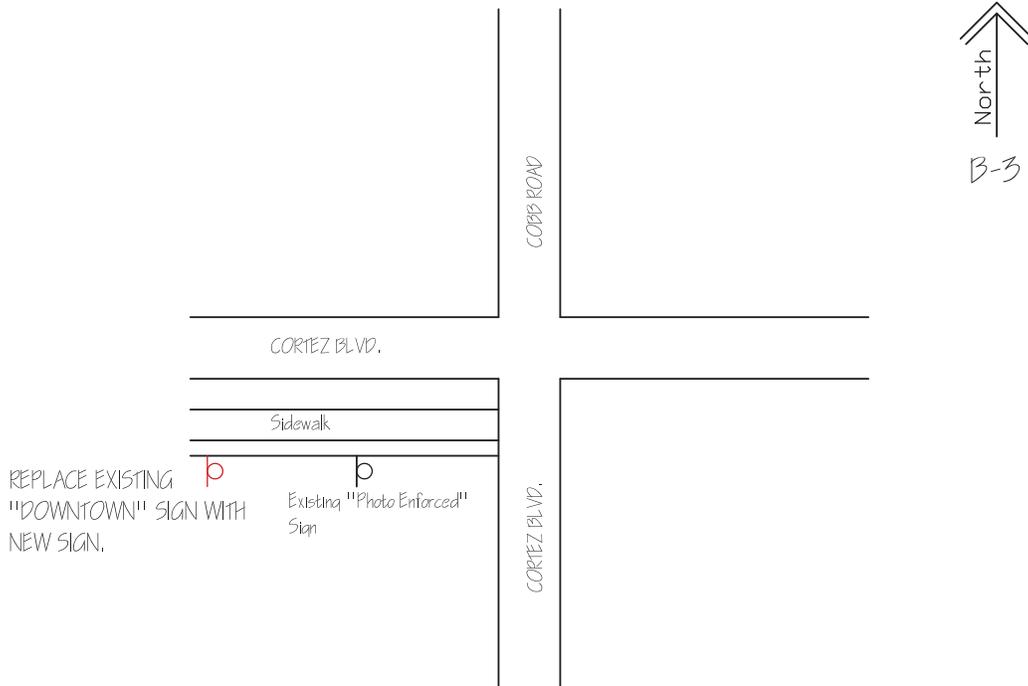
CORTEZ BLVD.



B-2

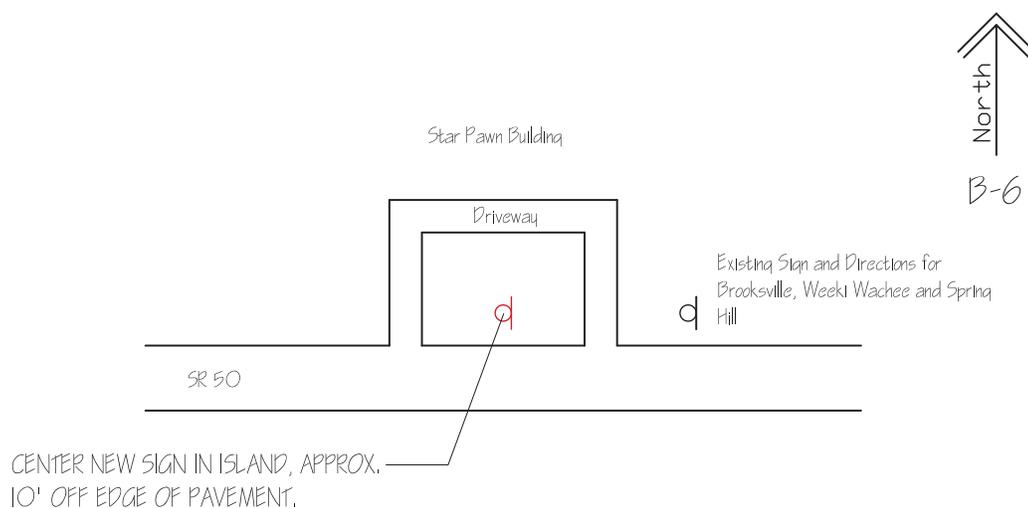
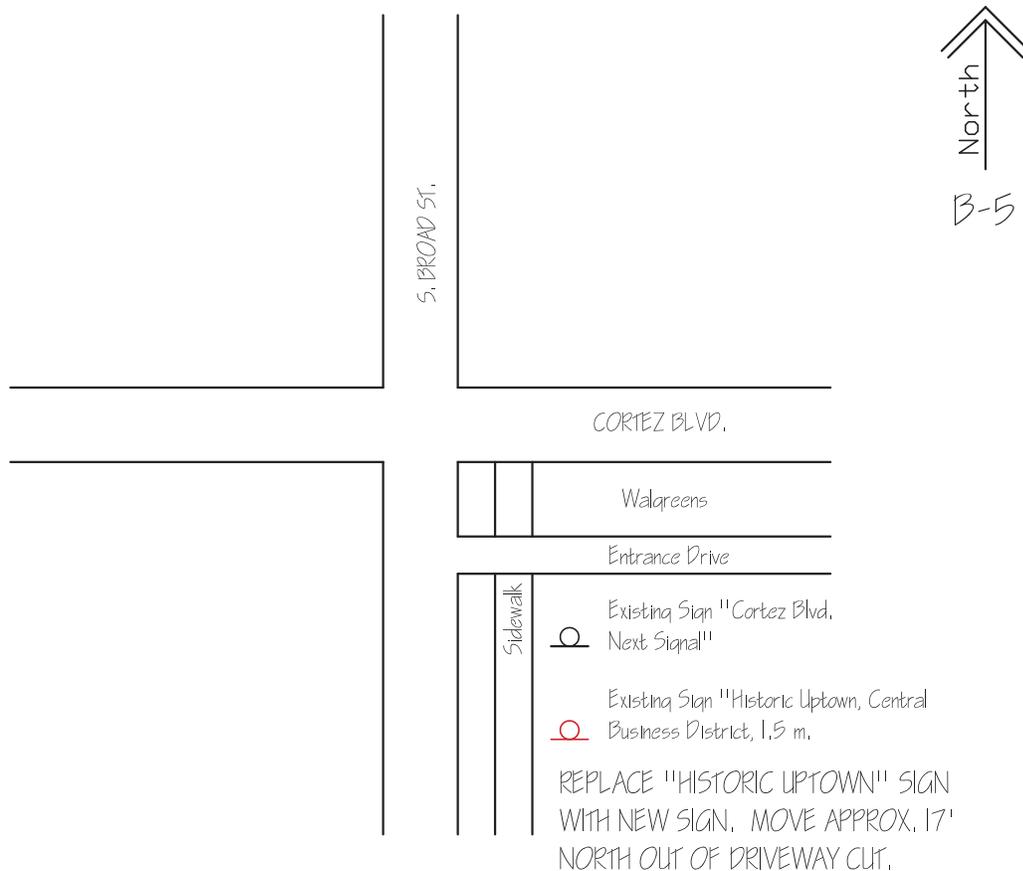
# XX. SIGNAGE LOCATIONS

## TRAILBLAZER SIGNAGE



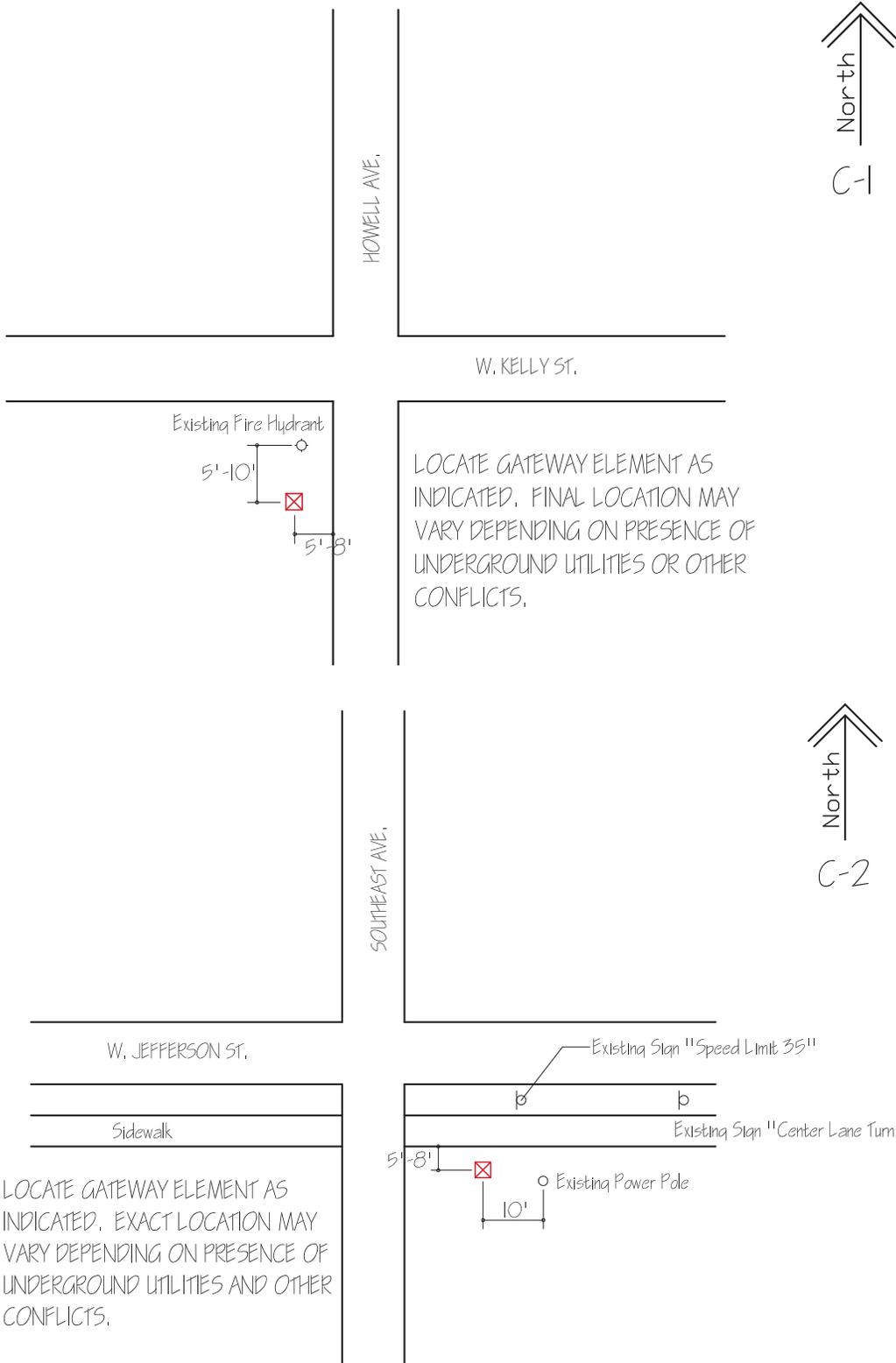
# XX. SIGNAGE LOCATIONS

## TRAILBLAZER SIGNAGE



# XX. SIGNAGE LOCATIONS

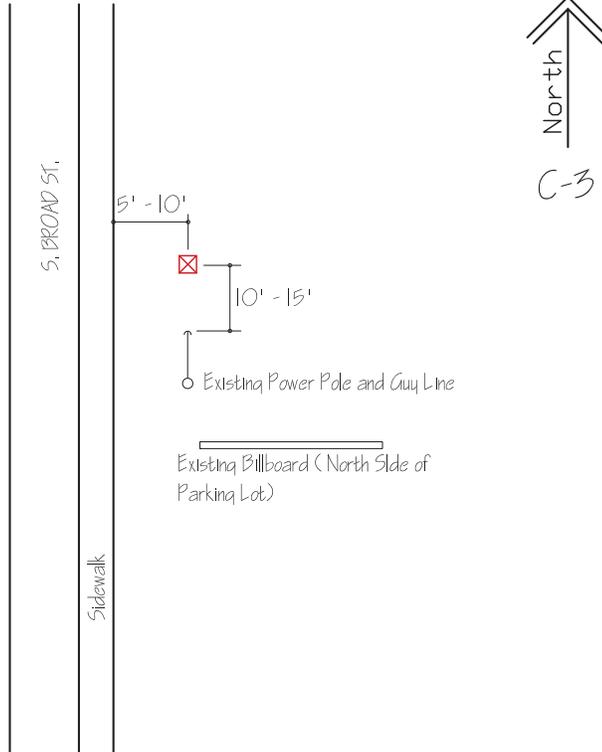
## GATEWAY MONUMENT



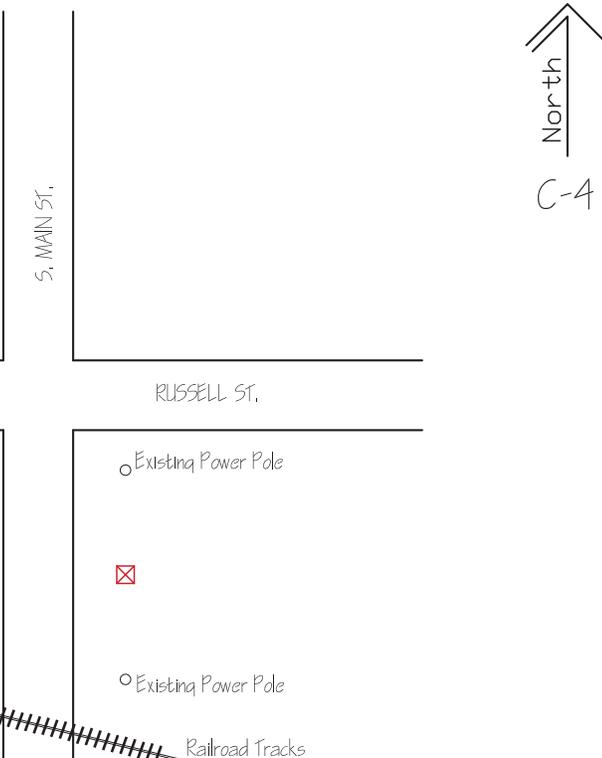
# XX. SIGNAGE LOCATIONS

## GATEWAY MONUMENT

LOCATE GATEWAY FEATURE AS SHOWN TO PROVIDE BEST VISIBILITY. CLEAR OUT TRASH VEGETATION AROUND GATEWAY SO THAT IT CAN BE VIEWED AS A FOCAL ELEMENT. FINAL LOCATION MAY VARY DEPENDING ON PRESENCE OF UNDERGROUND UTILITIES OR OTHER CONFLICTS.

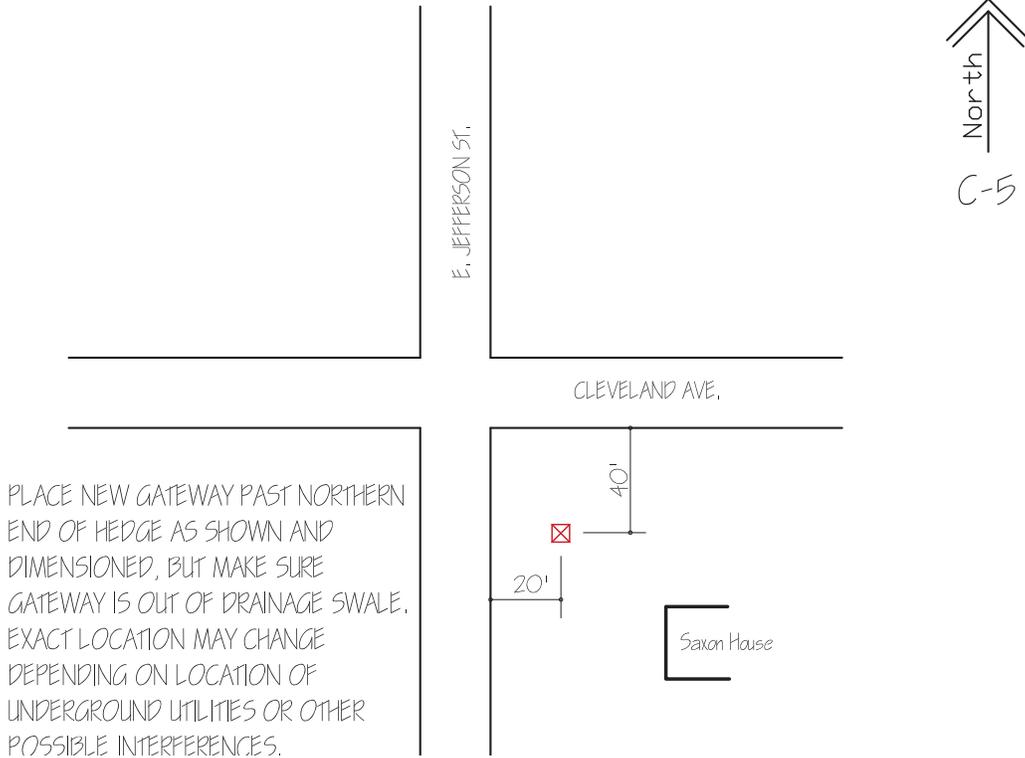


LOCATE NEW SIGN EQUIDISTANT BETWEEN TWO POWER POLES IN LINE WITH THEIR CENTERLINE PARALLEL TO S. MAIN STREET. GATEWAY LOCATION MAY VARY DEPENDING ON PRESENCE OF UNDERGROUND UTILITIES OR OTHER CONFLICTS.



# XX. SIGNAGE LOCATIONS

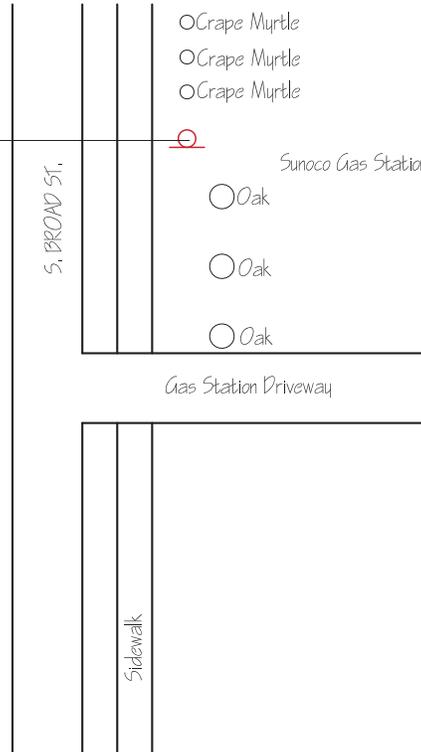
## GATEWAY MONUMENT



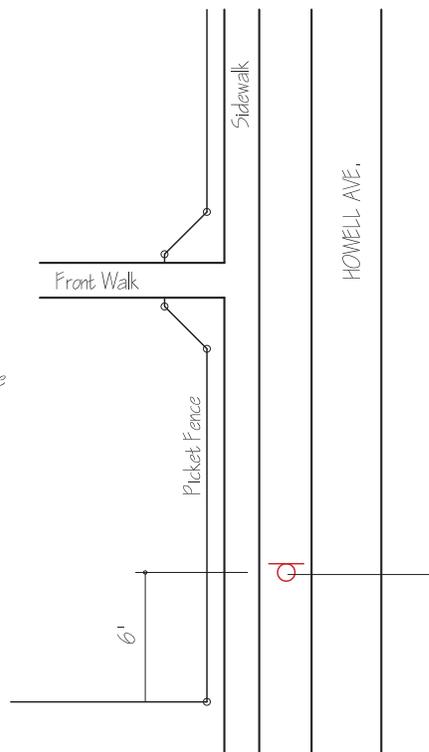
# XX. SIGNAGE LOCATIONS

## VEHICULAR SIGNAGE

PLACE NEW SIGN EQUIDISTANT BETWEEN OAK TREE AND CRAPE MYRTLE TREE, ALONG THE UPPER EDGE OF SIDEWALK EQUAL TO THE CENTERLINE OF CRAPE MYRTLE TREES. LIMB UP OAKS AS REQUIRED FOR MAXIMUM VISIBILITY.



MacKenzie House

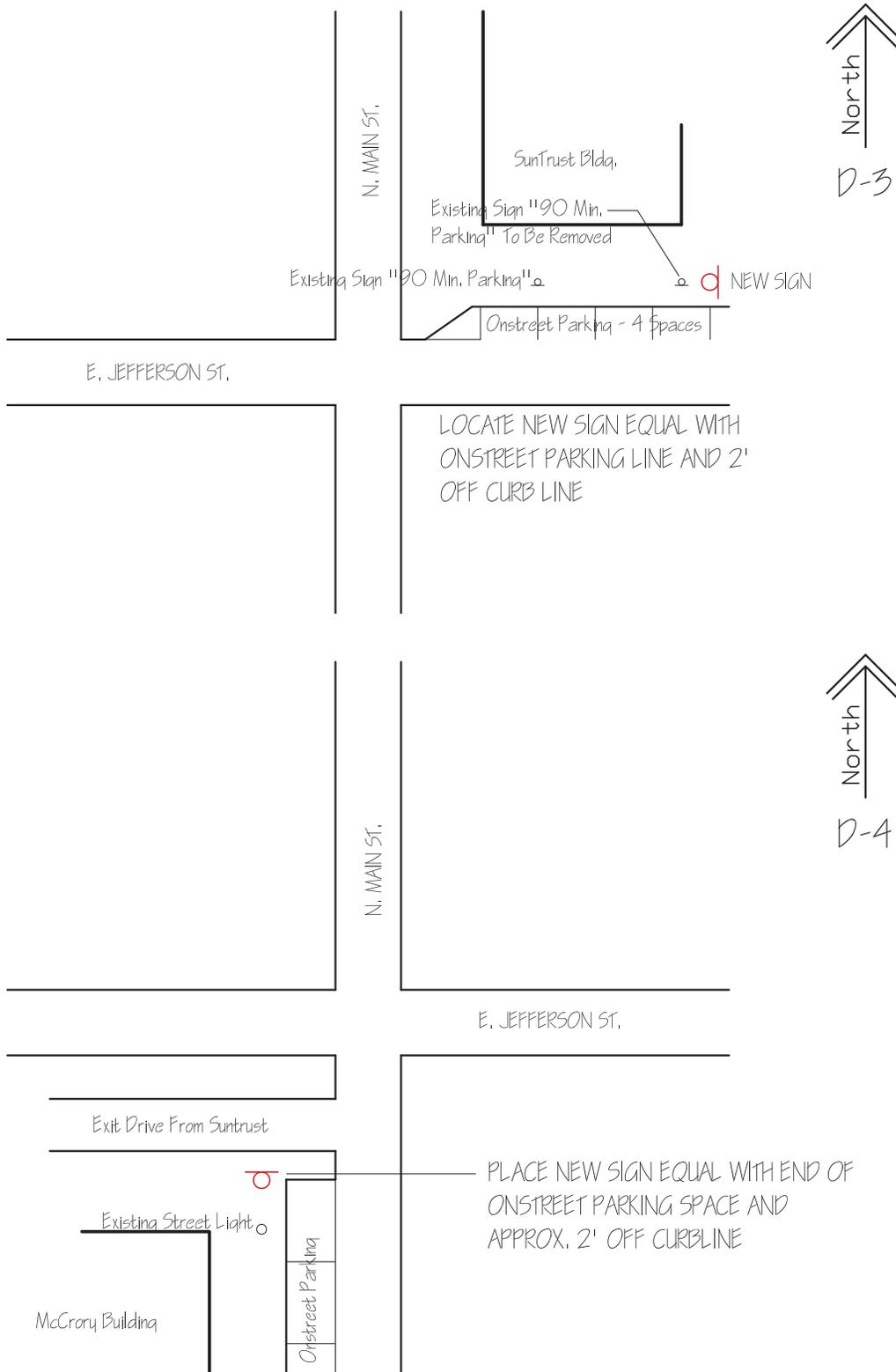


PLACE NEW SIGN IN GRASSED AREA APPROX. 6' FROM CORNER OF PICKET FENCE.



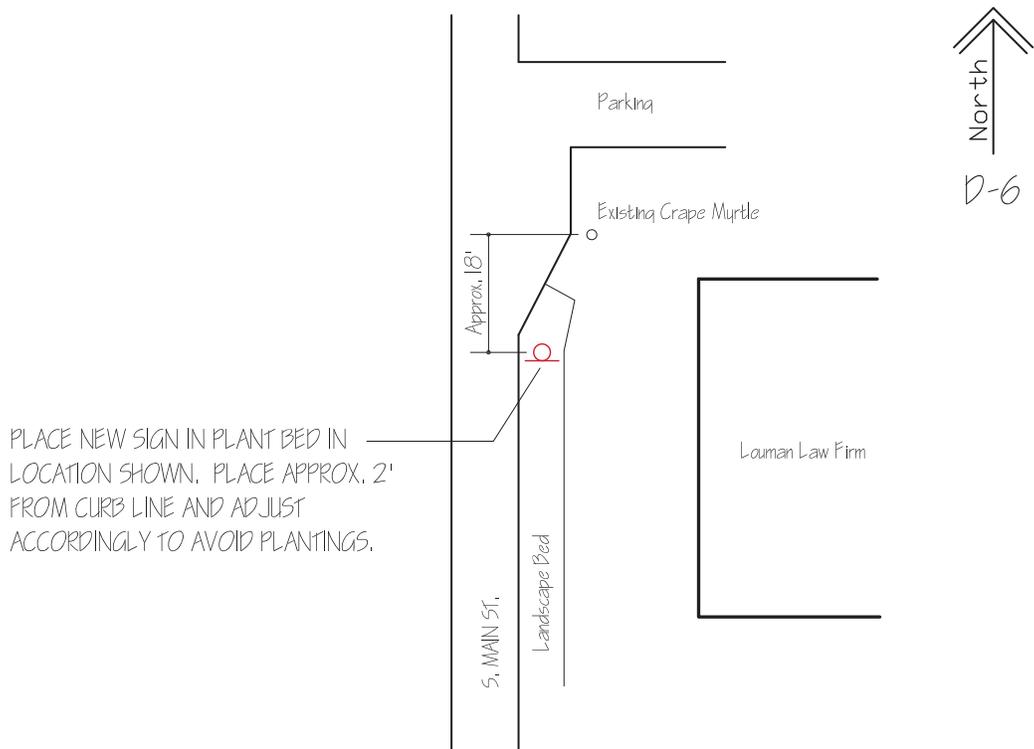
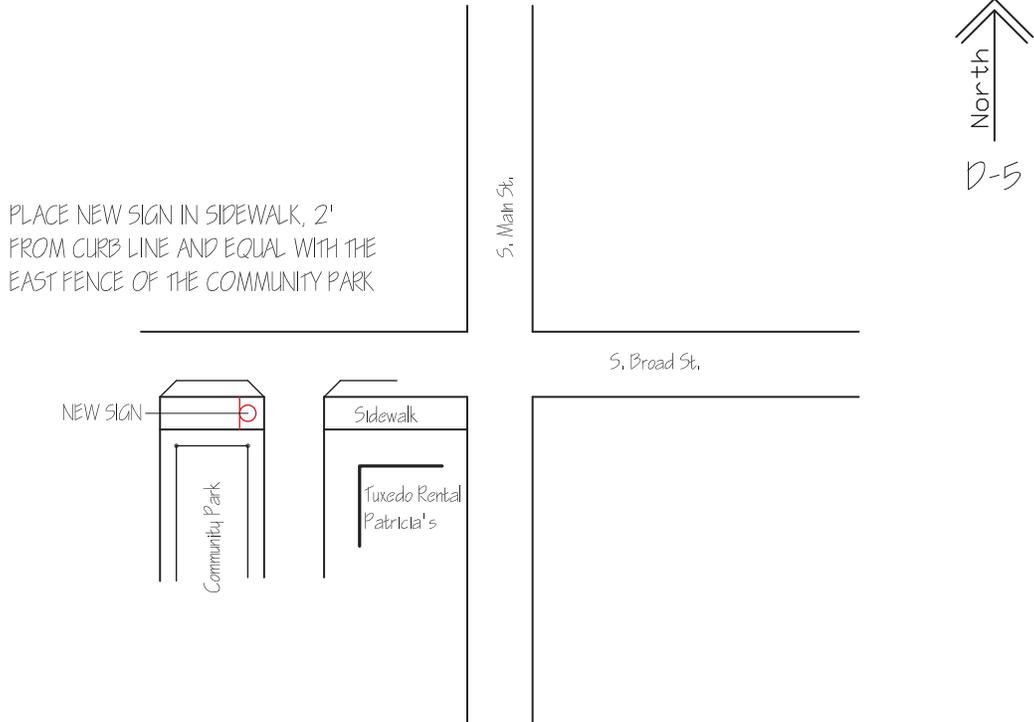
# XX. SIGNAGE LOCATIONS

## VEHICULAR SIGNAGE



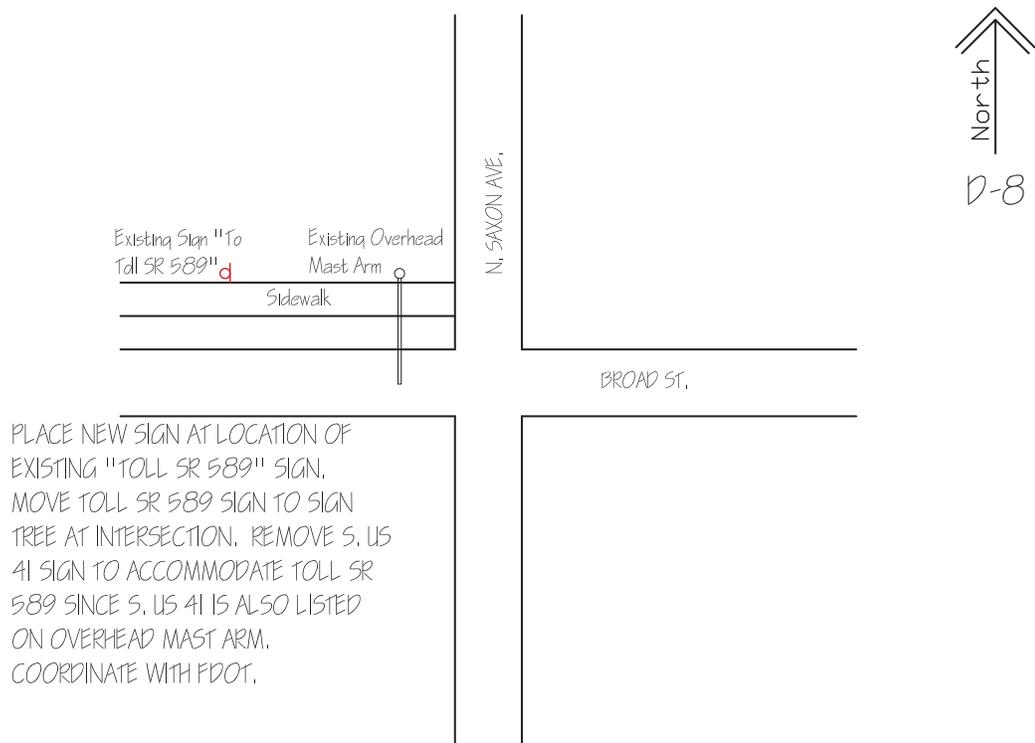
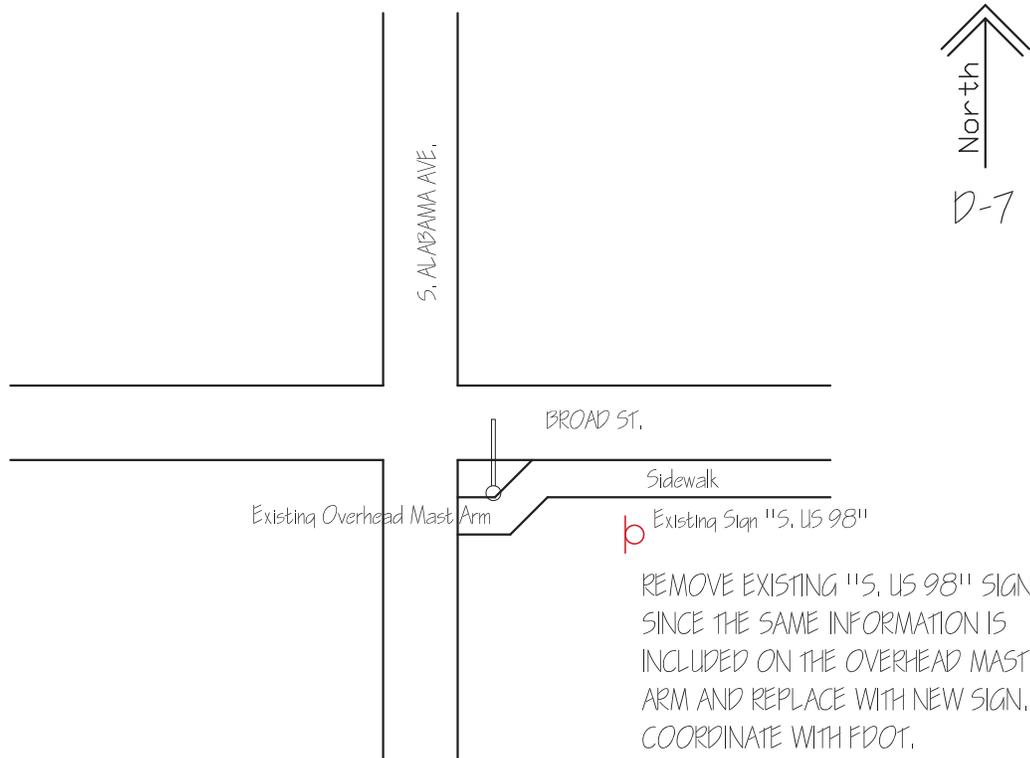
# XX. SIGNAGE LOCATIONS

## VEHICULAR SIGNAGE



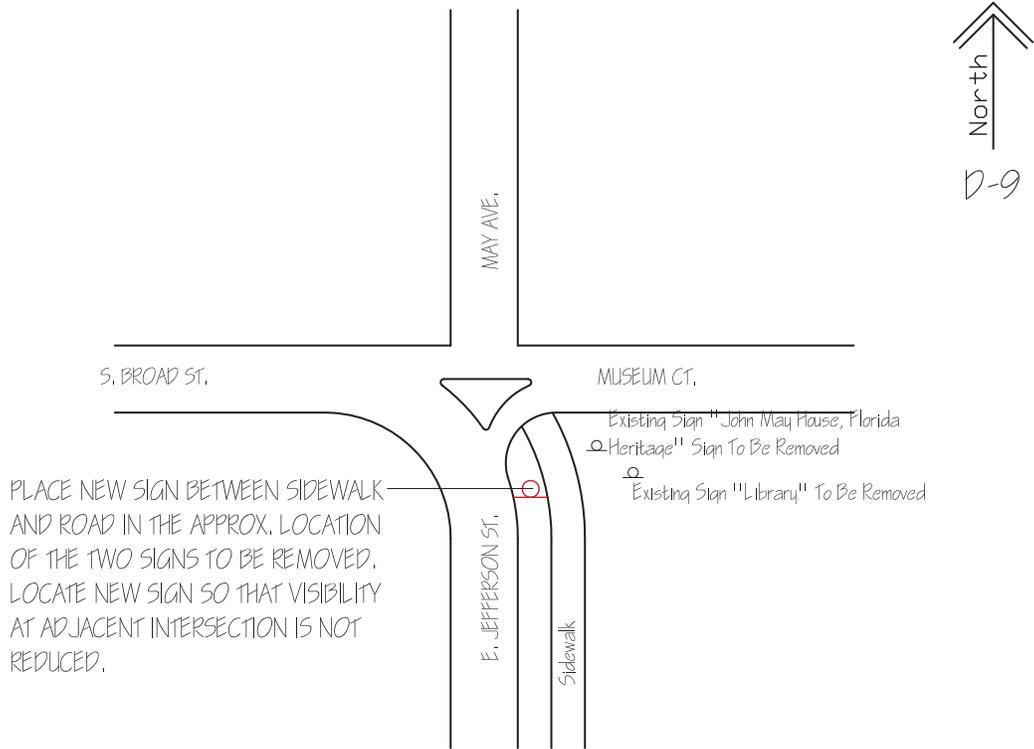
# XX. SIGNAGE LOCATIONS

## VEHICULAR SIGNAGE

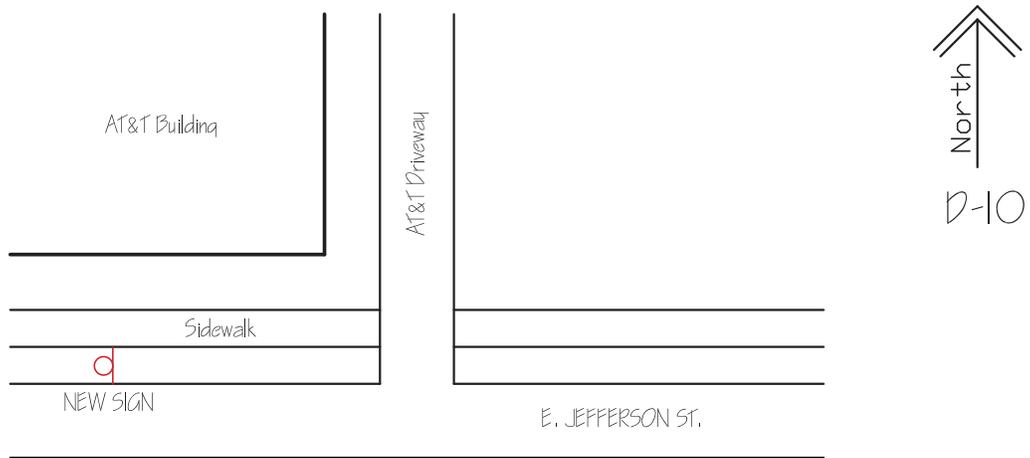


# XX. SIGNAGE LOCATIONS

## VEHICULAR SIGNAGE



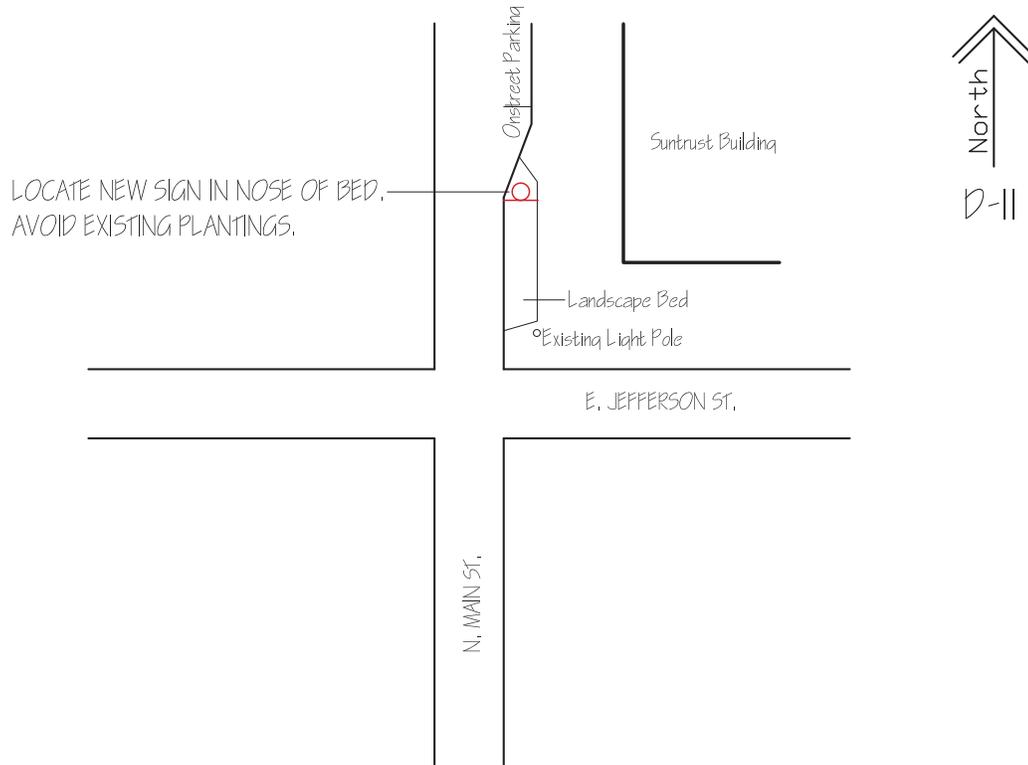
PLACE NEW SIGN BETWEEN SIDEWALK AND ROAD IN THE APPROX. LOCATION OF THE TWO SIGNS TO BE REMOVED, LOCATE NEW SIGN SO THAT VISIBILITY AT ADJACENT INTERSECTION IS NOT REDUCED.



LOCATE NEW SIGN IN GRASS STRIP AS SHOWN, JUST WEST OF BUILDING ENTRANCE APPROXIMATELY EQUAL WITH THE AT&T LOGO ON THE WALL.

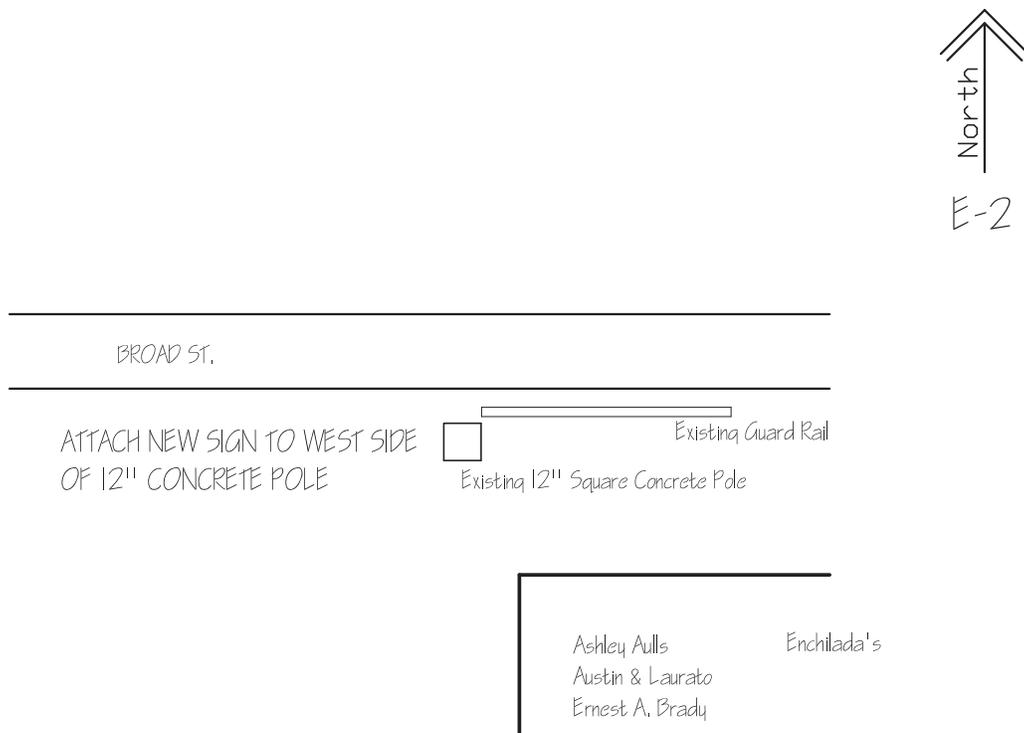
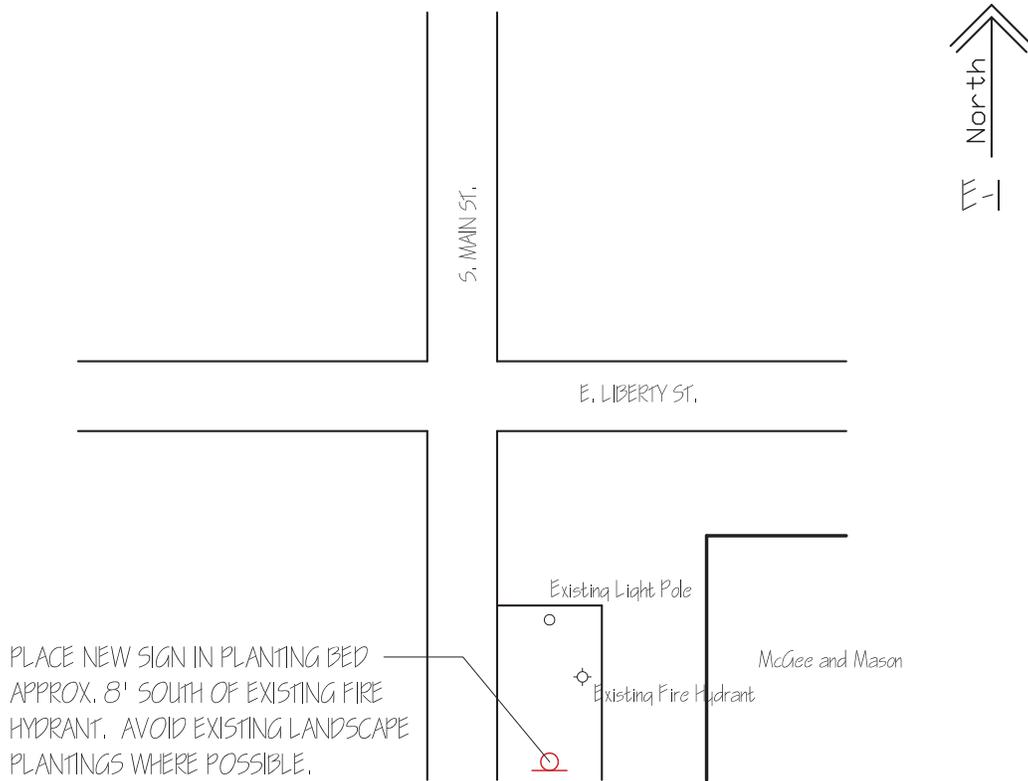
# XX. SIGNAGE LOCATIONS

## VEHICULAR SIGNAGE



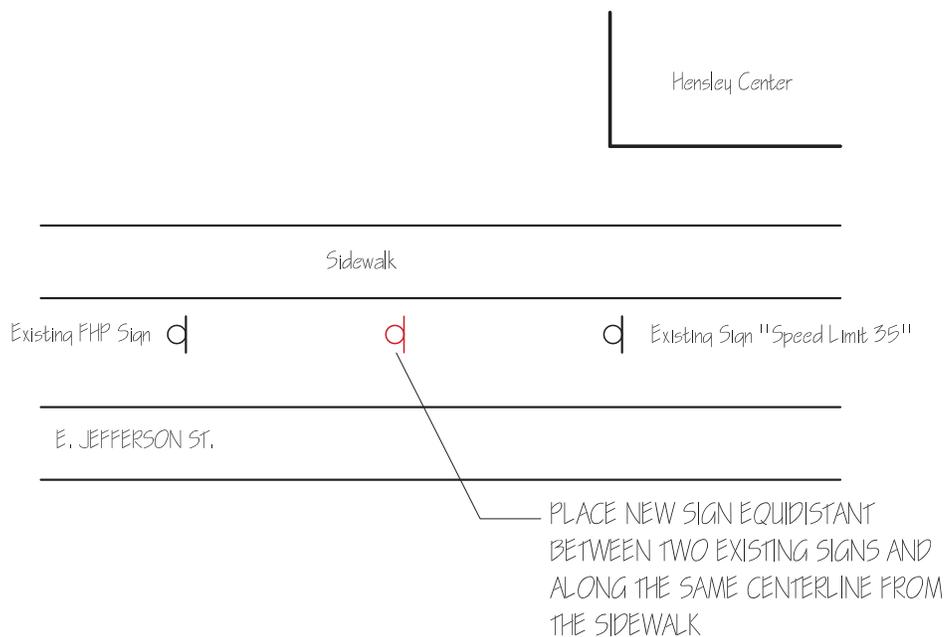
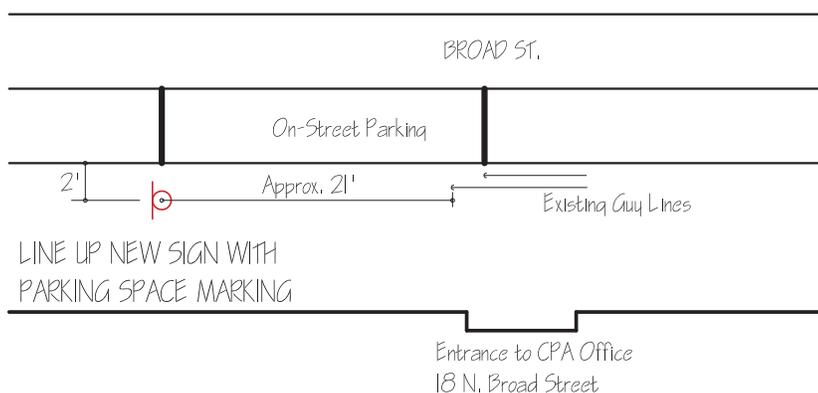
# XX. SIGNAGE LOCATIONS

## PARKING SIGNAGE



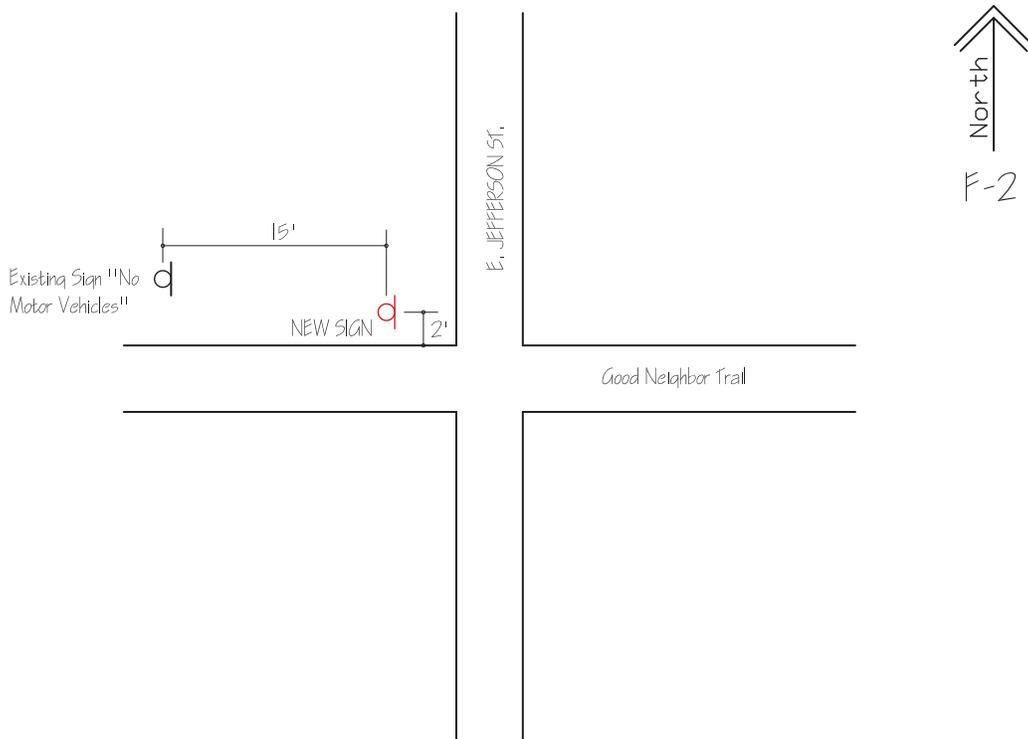
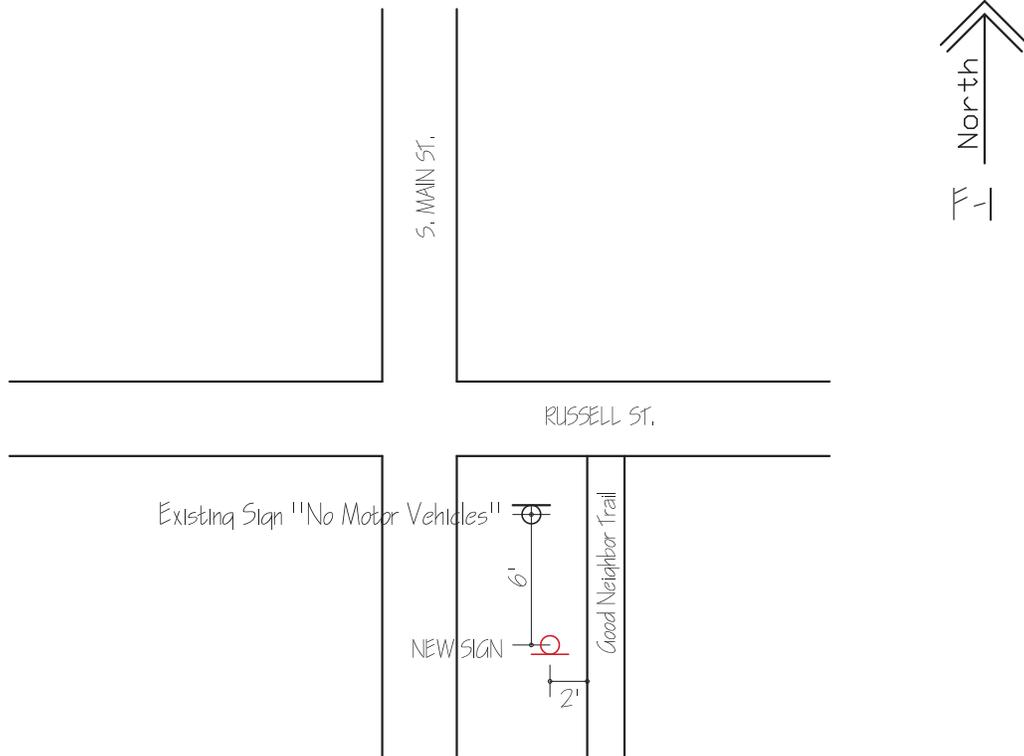
# XX. SIGNAGE LOCATIONS

## PARKING SIGNAGE

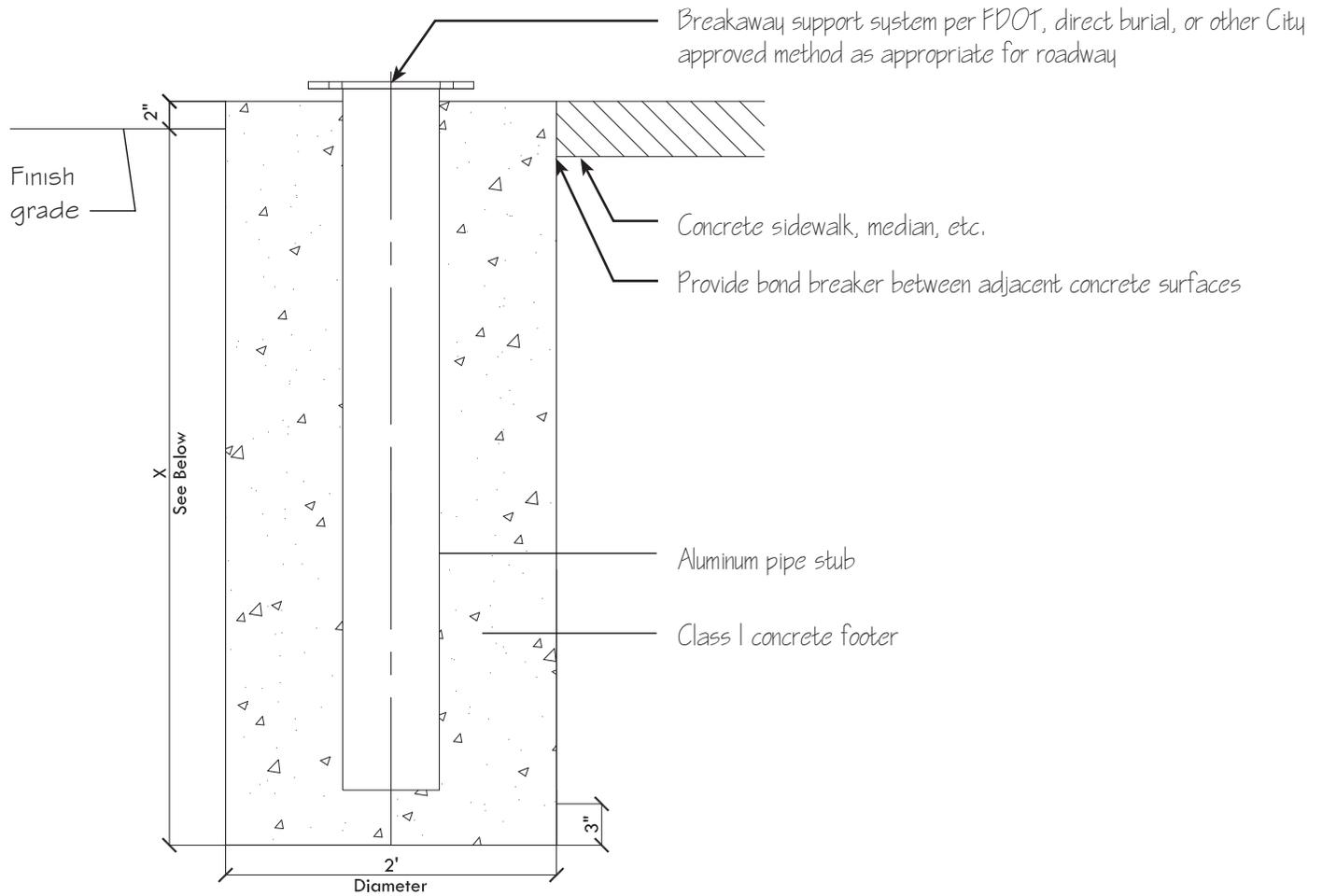


# XX. SIGNAGE LOCATIONS

## TRAIL SIGNAGE



## SIGN DETAIL - FOOTER ASSEMBLY



Post Size	X (Depth of Footer)
3"	3.0'
4"	4.0'
5"	4.5'
6"	5.0'

# XXI. DETAILS

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**Coastal** Engineering  
Planning  
Surveying  
Environmental  
Construction Management  
engineering associates inc.



RENAISSANCE PLANNING GROUP

**CORRESPONDENCE-TO-NOTE**  
**REGULAR COUNCIL MEETING – September 15, 2014**

1.     **TYPE:**                     Letter  
       **DATED:**               August 15, 2014  
       **RECEIVED FROM:**   James J. Farrelly, Pasco/Hernando Early Learning Coalition  
       **ADDRESSED TO:**     Mayor Hohn  
       **SUBJECT:**             Preschool Palooza Event
  
2.     **TYPE:**                     Letter  
       **DATED:**               August 21, 2014  
       **RECEIVED FROM:**   Scott Brizendine, Southern Hills Plantation  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Southern Hills Plantation I FY 2014/2015 Meeting Schedule
  
3.     **TYPE:**                     Letter  
       **DATED:**               August 21, 2014  
       **RECEIVED FROM:**   Scott Brizendine, Southern Hills Plantation  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Southern Hills Plantation I Final Adopted FY 2014/2015 Budget
  
4.     **TYPE:**                     Letter  
       **DATED:**               August 21, 2014  
       **RECEIVED FROM:**   Scott Brizendine, Southern Hills Plantation  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Southern Hills Plantation III FY 2014/2015 Meeting Schedule
  
5.     **TYPE:**                     Letter  
       **DATED:**               August 21, 2014  
       **RECEIVED FROM:**   Scott Brizendine, Southern Hills Plantation  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Southern Hills Plantation III Final Adopted FY 2014/2015 Budget
  
6.     **TYPE:**                     Letter  
       **DATED:**               September 8, 2014  
       **RECEIVED FROM:**   Lori Mizell, Commission for Florida Law Enforcement Accreditation  
       **ADDRESSED TO:**     City Manager  
       **SUBJECT:**             Commission Appointment

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



09-13-14A11:49 RCVD

**Board of Directors**

August 15, 2014

Dr. Amy Anderson, MD  
*Pasco Hernando State College*

Marsha Carpenter  
*Department of Children and Families*

James A. Cook  
GOVERNOR APPOINTED  
*Private Sector*

Joan DeMauro  
*Pasco County Health Department*

Cathy Dofin  
*Exceptional Student Education-Hernando*

Gus Guadagnino  
*Private Sector*

Steven N. Kanakis, Psy.D., P.A., Chair  
GOVERNOR APPOINTED  
*Private Sector*

Josh Kelly  
*Provider Representative-Hernando*

Steve Knobl, Ph.D.  
*Private Sector*

Joe Mascaro  
*CareerSource Pasco Hernando*

Patrick McHugh  
*Private Sector*

David Meglay, CFP®  
*Private Sector*

Elizabeth Narverud  
GOVERNOR APPOINTED  
*Private Sector*

Angela Porterfield  
*Pasco County School District*

Jean Rags  
*Community Representative*

Heldi L. Rand  
*Head Start Director- Hernando*

Diane Rowden  
*Hernando County Board of County Commissioners*

James J. Farrelly  
*Executive Director*

Mayor Kevin Hohn  
Brooksville City Council  
201 Howell Avenue  
Brooksville, FL 34601-2041

Dear Mayor Hohn:

Please allow me to extend to you and to the City Council members, on behalf of the Coalition's Board of Directors, our staff, and the children we serve, our combined gratitude and appreciation for your generosity to our annual *Preschool Palooza* event.

The Coalition's 2<sup>nd</sup> annual *Preschool Palooza* event was held on Saturday, August 2<sup>nd</sup> at the Jerome Brown Community Center. Through the generosity of the Brooksville City Council, the Coalition was not charged for the use of this facility, enabling the Coalition to provide this fun-filled musical event geared toward young children and their parents.

The attending children and their families had an enjoyable afternoon eating hotdogs and other snacks while listening to the musical entertainment provided by "Mr. Tommy." The children were also presented with a commemorative t-shirt and goody bag.

Thank you, Mayor Hohn, for supporting the Coalition and our endeavors to provide this musical family event for the children of our communities by making it possible for them to attend and enjoy *Preschool Palooza*.

Sincerely,

James J. Farrelly  
Executive Director

CTN  
09.15.2014  
J. Farrelly

63-29-14A11:12 ROYE

**SOUTHERN HILLS PLANTATION I  
COMMUNITY DEVELOPMENT DISTRICT**

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

August 21, 2014

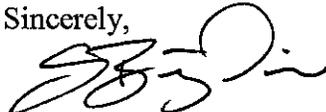
City Manager  
City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601-2041

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

Dear Sir/Madam:

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 I Community Development District for Fiscal Year 2013-2014, in accordance with Section 189.417(1) of the Florida Statutes.

Sincerely,



Scott Brizendine  
District Manager

Enclosure: Resolution 2014-06

CTN  
09-15-2014  
J. M. [unclear]

**RESOLUTION 2014-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION I 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 I 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 Community Affairs, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION I 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 21ST DAY OF AUGUST, 2014**

**SOUTHERN HILLS PLANTATION I  
COMMUNITY DEVELOPMENT  
DISTRICT**

  
**CHAIRMAN / VICE CHAIRMAN**

**ATTEST:**

  
**SECRETARY / ASST. SECRETARY**

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

October 16, 2014  
November 20, 2014  
December 18, 2014  
January 15, 2015  
February 19, 2015  
March 19, 2015  
April 16, 2015  
May 21, 2015  
June 18, 2015  
July 16, 2015  
August 20, 2015  
September 17, 2015

All meetings will convene at 10:00 a.m. at the Southern Hills Clubhouse, located at 4200 Summit View Drive, Brooksville, FL 34601

SC-13-14477119 ROVD

**SOUTHERN HILLS PLANTATION I  
COMMUNITY DEVELOPMENT DISTRICT**

---

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

August 21, 2014

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

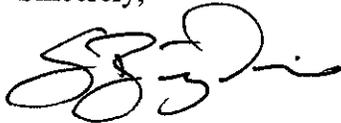
Re: Southern Hills Plantation I Community Development District  
Final Adopted Fiscal Year 2014/2015 Budget

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 I Community Development District (the "Board"). Transmittal of the enclosed Final Adopted Budget is being made for purposes of disclosure and information and posting on the website of Hernando County (at least 30 days after adoption) pursuant to Section 189.016 (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: Grady Miars, Chairman  
Jonathon Johnson, District Counsel

CTN  
09-15-2014  
J. Miars

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

Chart of Accounts Classification	Budget for 2014/2015
1 <b>REVENUES</b>	
2	
5 <b>Special Assessments</b>	
6 *Tax Roll	\$ 217,745
7 *Off Roll	\$ 36,530
10	
11 <b>TOTAL REVENUES</b>	<b>\$ 254,275</b>
12	
13 Balance Forward from Prior Year	\$ 20,000
14	
15 <b>TOTAL REVENUES AND BALANCE</b>	<b>\$ 274,275</b>
16	
17	
18 <b>EXPENDITURES - ADMINISTRATIVE</b>	
19 <b>Legislative</b>	
20 Supervisor Fees	\$ 3,000
21 <b>Financial &amp; Administrative</b>	
22 District Management	\$ 30,000
23 District Engineer	\$ 15,000
24 Disclosure Report	\$ 5,000
25 Trustees Fees	\$ 4,100
26 Auditing Services	\$ 3,400
27 Arbitrage Rebate Calculation	\$ 650
28 Public Officials Liability Insurance	\$ 3,500
29 Legal Advertising	\$ 500
30 Bank Fees	\$ 500
31 Dues, Licenses & Fees	\$ 175
Website Set-up Fee and Maintenance	\$ 2,700
32 <b>Legal Counsel</b>	
33 District Counsel	\$ 30,000
34	
35 <b>Administrative Subtotal</b>	<b>\$ 98,525</b>
36	
37 <b>EXPENDITURES - FIELD OPERATIONS</b>	
38	
39 <b>Electric Utility Services</b>	
40 Street Lights	\$ 17,675
41 <b>Stormwater Control</b>	
42 Aquatic Maintenance	\$ 41,708
43 Lake/Pond Repair	\$ 3,500
44 Lake/Pond Bank Mowing	\$ 57,000
47 <b>Other Physical Environment</b>	
48 General Liability Insurance	\$ 380
49 Property Insurance	\$ 3,954
50 Entry & Walls Maintenance	\$ 2,500
51 Landscape Maintenance	\$ 18,300
52 Irrigation Repairs and Maintenance	\$ 7,500
53 Landscape Replacement Plants, Trees, Mulch	\$ 10,000
54 <b>Contingency</b>	
55 Miscellaneous Contingency	\$ 13,234
53	
54 <b>Field Operations Subtotal</b>	<b>\$ 175,750</b>
55	
56 <b>TOTAL EXPENDITURES</b>	<b>\$ 274,275</b>
57	
58 <b>EXCESS OF REVENUES OVER</b>	<b>\$ 0</b>

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

Chart of Accounts Classification	Series 2011A-1	Series 2011A-2	Budget for 2014/2015
<b>REVENUES</b>			
Special Assessments			
Net Special Assessments <sup>(1)</sup>	\$531,110.71	\$457,514.38	\$988,625.09
<b>TOTAL REVENUES</b>	<b>\$531,110.71</b>	<b>\$457,514.38</b>	<b>\$988,625.09</b>
<b>EXPENDITURES</b>			
Administrative			
Financial & Administrative			
Bank Fees			0
Debt Service Obligation	\$531,110.71	\$457,514.38	\$988,625.09
Administrative Subtotal	\$531,110.71	\$457,514.38	\$988,625.09
<b>TOTAL EXPENDITURES</b>	<b>\$531,110.71</b>	<b>\$457,514.38</b>	<b>\$988,625.09</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>0</b>

Collection and Discount % applicable to the county: 8.0%

Gross assessments \$1,074,592.49

**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

**SOUTHERN HILLS PLANTATION I**

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

**TOTAL O&M BUDGET  
COLLECTION COSTS @ 8.0%  
TOTAL O&M ASSESSMENT**

\$254,275.00  
\$22,110.87  
\$276,385.87

LOT SIZE Platted Parcels	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				TOTAL		SERIES 2011A-1		SERIES 2011A-2		TOTAL		PER LOT ANNUAL ASSESSMENT		
	O&M	DEBT	EAU FACTOR	EAU'S	% TOTAL	O&M BUDGET	DEBT SERVICE	ASSESSMENT	ASSESSMENT	DEBT SERVICE	ASSESSMENT	O&M	SERVICE (3)	DEBT	SERVICE (3)	TOTAL (3)	
Single Family 50'	46	0	1.00	46.00	2.94%	\$8,130.35	\$0.00	\$36,003.74	\$0.00	\$0.00	\$176.75	\$782.69	\$0.00	\$0.00	\$959.44		
Single Family 65'	43	0	1.30	55.90	3.57%	\$9,860.14	\$0.00	\$37,736.37	\$0.00	\$0.00	\$229.77	\$877.59	\$0.00	\$0.00	\$1,107.36		
Single Family 80'	341	0	1.60	545.60	34.89%	\$96,432.99	\$0.00	\$329,674.11	\$0.00	\$0.00	\$282.79	\$972.49	\$0.00	\$0.00	\$1,255.28		
Single Family 100'	94	0	2.00	188.00	12.02%	\$33,228.38	\$0.00	\$102,114.93	\$0.00	\$0.00	\$353.49	\$1,096.01	\$0.00	\$0.00	\$1,451.50		
Single Family 120'	57	0	2.40	136.80	8.75%	\$24,178.95	\$0.00	\$71,765.10	\$0.00	\$0.00	\$424.19	\$1,304.82	\$0.00	\$0.00	\$1,729.01		
Club Villa	5	0	0.90	4.50	0.29%	\$795.36	\$0.00	\$0.00	\$4,618.75	\$0.00	\$159.07	\$923.75	\$0.00	\$0.00	\$1,082.82		
Single Family 50'	24	0	1.00	24.00	1.53%	\$4,241.92	\$0.00	\$0.00	\$24,633.36	\$0.00	\$176.75	\$1,026.39	\$0.00	\$0.00	\$1,203.14		
Single Family 65'	99	0	1.30	128.70	8.23%	\$22,747.30	\$0.00	\$0.00	\$109,329.80	\$0.00	\$229.77	\$1,150.84	\$0.00	\$0.00	\$1,380.61		
Single Family 80'	49	0	1.60	78.40	5.01%	\$13,866.94	\$0.00	\$0.00	\$62,489.70	\$0.00	\$282.79	\$1,275.30	\$0.00	\$0.00	\$1,558.09		
Single Family 100'	38	0	2.00	76.00	4.86%	\$13,432.75	\$0.00	\$0.00	\$54,715.82	\$0.00	\$353.49	\$1,439.89	\$0.00	\$0.00	\$1,793.38		
Single Family 120'	23	0	2.40	55.20	3.53%	\$9,756.42	\$0.00	\$0.00	\$39,355.53	\$0.00	\$424.19	\$1,711.11	\$0.00	\$0.00	\$2,135.30		
<b>Platted Lots</b>	<b>819</b>	<b>576</b>		<b>1339.10</b>	<b>85.63%</b>	<b>\$236,681.49</b>		<b>\$577,294.25</b>		<b>\$295,142.96</b>							
<b>Unplatted Lands</b>		<b>Planned Units</b>															
Club Villa	45	0	0.90	40.50	2.50%	\$7,158.24	\$0.00	\$0.00	\$41,568.75	\$0.00	\$159.07	\$923.75	\$0.00	\$0.00	\$1,082.82		
Single Family 50'	79	0	1.00	79.00	5.05%	\$13,962.90	\$0.00	\$0.00	\$81,084.81	\$0.00	\$176.75	\$1,026.39	\$0.00	\$0.00	\$1,203.14		
Single Family 65'	58	0	1.30	75.40	4.82%	\$13,326.70	\$0.00	\$0.00	\$66,748.72	\$0.00	\$229.77	\$1,150.84	\$0.00	\$0.00	\$1,380.61		
Single Family 80'	10	0	1.60	16.00	1.02%	\$2,827.95	\$0.00	\$0.00	\$12,753.00	\$0.00	\$282.79	\$1,275.30	\$0.00	\$0.00	\$1,558.09		
Golf Course	6.87	0	2.00	13.74	0.88%	\$2,428.50	\$0.00	\$0.00	\$0.00	\$0.00	\$353.49	\$0.00	\$0.00	\$0.00	\$353.49		
<b>Total Unplatted</b>	<b>199</b>	<b>0</b>		<b>224.64</b>	<b>14.37%</b>	<b>\$39,704.38</b>		<b>\$0.00</b>		<b>\$202,155.28</b>							
<b>Total District</b>	<b>1018</b>	<b>576</b>		<b>1563.74</b>	<b>100.00%</b>	<b>\$276,385.87</b>		<b>\$577,294.25</b>		<b>\$497,298.24</b>							
LESS: Hernando County Collection Costs and Early Payment Discount Costs																	
<b>Net Revenue to be Collected</b>								<b>(\$46,183.54)</b>		<b>\$457,514.38</b>							
<b>UNPLAT BY ACREAGE</b>	<b>138.12</b>					<b>\$39,704.38</b>		<b>\$0.00</b>		<b>\$202,155.28</b>							

(1) Reflects the number of total lots with Series 2011A-1 and 2011A-2 debt outstanding.

(2) Annual debt service assessment per lot adopted in connection with the Series 2011A-1 and 2011A-2 bond issues. 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.

**Southern Hills Plantation I Community Development District**

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

2014/2015 O&M Budget	\$254,275.00
Hernando Co. 8% Collection Cost:	\$22,110.87
2014/2015 Total:	<u>\$276,385.87</u>

2013/2014 O&M Budget	\$254,275.00
2014/2015 O&M Budget	\$254,275.00
Total Difference:	<u>\$0.00</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2013/2014	2014/2015	\$	%
Debt Service - Single Family 50' (Series 2011A-1)	\$782.69	\$782.69	\$0.00	0.00%
Operations/Maintenance - Single Family 50'	\$176.75	\$176.75	\$0.00	0.00%
<b>Total</b>	<b>\$959.44</b>	<b>\$959.44</b>	<b>\$0.00</b>	<b>0.00%</b>
<hr/>				
Debt Service - Single Family 65' (Series 2011A-1)	\$877.59	\$877.59	\$0.00	0.00%
Operations/Maintenance - Single Family 65'	\$229.77	\$229.77	\$0.00	0.00%
<b>Total</b>	<b>\$1,107.36</b>	<b>\$1,107.36</b>	<b>\$0.00</b>	<b>0.00%</b>
<hr/>				
Debt Service - Single Family 80' (Series 2011A-1)	\$972.49	\$972.49	\$0.00	0.00%
Operations/Maintenance - Single Family 80'	\$282.79	\$282.79	\$0.00	0.00%
<b>Total</b>	<b>\$1,255.28</b>	<b>\$1,255.28</b>	<b>\$0.00</b>	<b>0.00%</b>
<hr/>				
Debt Service - Single Family 100' (Series 2011A-1)	\$1,098.01	\$1,098.01	\$0.00	0.00%
Operations/Maintenance - Single Family 100'	\$353.49	\$353.49	\$0.00	0.00%
<b>Total</b>	<b>\$1,451.50</b>	<b>\$1,451.50</b>	<b>\$0.00</b>	<b>0.00%</b>
<hr/>				
Debt Service - Single Family 120' (Series 2011A-1)	\$1,304.82	\$1,304.82	\$0.00	0.00%
Operations/Maintenance - Single Family 120'	\$424.19	\$424.19	\$0.00	0.00%
<b>Total</b>	<b>\$1,729.01</b>	<b>\$1,729.01</b>	<b>\$0.00</b>	<b>0.00%</b>
<hr/>				
Debt Service - Club/Villa (Series 2011A-2)	\$923.75	\$923.75	\$0.00	0.00%
Operations/Maintenance - Club/Villa	\$159.07	\$159.07	\$0.00	0.00%
<b>Total</b>	<b>\$1,082.82</b>	<b>\$1,082.82</b>	<b>\$0.00</b>	<b>0.00%</b>
<hr/>				
Debt Service - Single Family 50' (Series 2011A-2)	\$1,026.39	\$1,026.39	\$0.00	0.00%
Operations/Maintenance - Single Family 50'	\$176.75	\$176.75	\$0.00	0.00%
<b>Total</b>	<b>\$1,203.14</b>	<b>\$1,203.14</b>	<b>\$0.00</b>	<b>0.00%</b>
<hr/>				
Debt Service - Single Family 65' (Series 2011A-2)	\$1,150.84	\$1,150.84	\$0.00	0.00%
Operations/Maintenance - Single Family 65'	\$229.77	\$229.77	\$0.00	0.00%
<b>Total</b>	<b>\$1,380.61</b>	<b>\$1,380.61</b>	<b>\$0.00</b>	<b>0.00%</b>
<hr/>				
Debt Service - Single Family 80' (Series 2011A-2)	\$1,275.30	\$1,275.30	\$0.00	0.00%
Operations/Maintenance - Single Family 80'	\$282.79	\$282.79	\$0.00	0.00%
<b>Total</b>	<b>\$1,558.09</b>	<b>\$1,558.09</b>	<b>\$0.00</b>	<b>0.00%</b>
<hr/>				
Debt Service - Single Family 100' (Series 2011A-2)	\$1,439.89	\$1,439.89	\$0.00	0.00%
Operations/Maintenance - Single Family 100'	\$353.49	\$353.49	\$0.00	0.00%
<b>Total</b>	<b>\$1,793.38</b>	<b>\$1,793.38</b>	<b>\$0.00</b>	<b>0.00%</b>
<hr/>				
Debt Service - Single Family 120' (Series 2011A-2)	\$1,711.11	\$1,711.11	\$0.00	0.00%
Operations/Maintenance - Single Family 120'	\$424.19	\$424.19	\$0.00	0.00%
<b>Total</b>	<b>\$2,135.30</b>	<b>\$2,135.30</b>	<b>\$0.00</b>	<b>0.00%</b>
<hr/>				
Debt Service - Golf Course	\$0.00	\$0.00	\$0.00	0.00%
Operations/Maintenance - Golf Course	\$353.49	\$353.49	\$0.00	0.00%
<b>Total</b>	<b>\$353.49</b>	<b>\$353.49</b>	<b>\$0.00</b>	<b>0.00%</b>

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

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

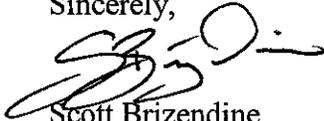
August 21, 2014

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

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

Enclosed is a copy of Resolution 2014-05, designating dates, time and location for the regular meetings of the Board of Supervisors for Southern Hills Plantation III Community Development District for Fiscal Year 2014/2015, in accordance with Section 189.417(1) of the Florida Statutes.

Sincerely,



Scott Brizendine  
District Manager

Enclosure: Resolution 2014-05

CTN  
09.15.2014  
JW

**RESOLUTION 2014-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION III 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 III 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 Community Affairs, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SOUTHERN HILLS PLANTATION III 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 21ST DAY OF AUGUST, 2014**

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT  
DISTRICT**

  
CHAIRMAN / VICE CHAIRMAN

**ATTEST:**

  
SECRETARY / ASST. SECRETARY

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

October 16, 2014  
November 20, 2014  
December 18, 2014  
January 15, 2015  
February 19, 2015  
March 19, 2015  
April 16, 2015  
May 21, 2015  
June 18, 2015  
July 16, 2015  
August 20, 2015  
September 17, 2015

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

22-09-14 A11-14 ROWS

**SOUTHERN HILLS PLANTATION III  
COMMUNITY DEVELOPMENT DISTRICT**

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

August 21, 2014

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

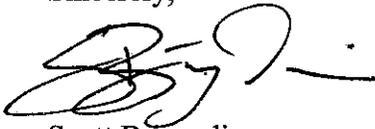
Re: Southern Hills Plantation III Community Development District  
Final Adopted Fiscal Year 2014/2015 Budget

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 III Community Development District (the "Board"). Transmittal of the enclosed Final Adopted Budget is being made for purposes of disclosure and information and posting on the website of Hernando County (at least 30 days after adoption) pursuant to Section 189.016 (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: Grady Miars, Chairman  
Jonathon Johnson, District Counsel

CTN  
09.15.2014  
J. Wesley

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

	Chart of Accounts Classification	Budget for 2014/2015
1		
2	<b>REVENUES</b>	
3		
4	Contributions & Donations from Private Sources	
5	Developer Contributions	\$ 60,678
6	<b>TOTAL REVENUES</b>	<b>\$ 60,678</b>
7		
8		
9	<b>EXPENDITURES - ADMINISTRATIVE</b>	
10	<b>Legislative</b>	
11	Supervisor Fees	\$ 3,000
12	<b>Financial &amp; Administrative</b>	
13	District Management	\$ 15,000
14	District Engineer	\$ 1,000
15	Auditing Services	\$ 3,400
16	Public Officials Liability Insurance	\$ 3,200
17	Legal Advertising	\$ 250
18	Bank Fees	\$ 30
19	Dues, Licenses & Fees	\$ 175
20	<b>Legal Counsel</b>	
21	District Counsel	\$ 5,000
22	<b>Administrative Subtotal</b>	<b>\$ 31,055</b>
23		
24	<b>EXPENDITURES - FIELD OPERATIONS</b>	
25	<b>Electric Utility Services</b>	
26	Street Lights	\$ 10,624
27	<b>Stormwater Control</b>	
28	Aquatic Maintenance	\$ 500
29	Lake/Pond Bank Mowing	\$ 500
30	<b>Other Physical Environment</b>	
31	General Liability Insurance	\$ 500
32	Entry & Walls Maintenance	\$ 250
33	Landscape Maintenance	\$ 12,096
34	Irrigation Repairs and Maintenance	\$ 3,000
35	Landscape Replacement Plants, Shrubs, Trees, Mulch	\$ 2,153
36	<b>Field Operations Subtotal</b>	<b>\$ 29,623</b>
37		
38	<b>TOTAL EXPENDITURES</b>	<b>\$ 60,678</b>
39		
40	<b>EXCESS OF REVENUES OVER</b>	<b>\$ -</b>
41		



## Commission for Florida Law Enforcement Accreditation, Inc.

P.O. Box 1489 ~ Tallahassee, FL 32302  
(800) 558-0218 ~ (850) 410-7200

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September 8, 2014

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

Dear City Manager Norman-Vacha,

Congratulations on your appointment to the Commission! You will replace Commissioner Ken Small who will complete his term December 2014. Your appointment is effective January 1, 2015. The orientation notebook contains detailed information on Commissioner responsibilities and programs for your review.

If you would like to attend the next conference to observe the process, it will be held October 7-8, 2014 at the Innisbrook Resort in Palm Harbor, FL. The Standards Rule and Interpretation Committee will meet at 1:30 pm on Tuesday, followed by the Executive Workshop at 3pm. The general business session is on Wednesday morning after panel reviews and is typically adjourned by noon. Please contact our office so appropriate hotel reservations can be made for you.

Your first required meeting will be February 24 – 25, 2015 at the Plaza Resort in Daytona Beach. Meeting materials are available for download from the Florida Accreditation website approximately two weeks prior to each Commission meeting. You will be notified when the materials are available for review.

Please forward a current bio and photograph at your earliest convenience for our website and newsletter. You are welcome to email this information directly to me at [lorimizell@fdle.state.fl.us](mailto:lorimizell@fdle.state.fl.us). Thank you for your willingness to serve on the Commission. If you have any questions, please feel free to contact me.

Sincerely,

Lori Mizell  
Executive Director

CTN  
09.15.2014  
J. Mizell