

City of Brooksville

201 HOWELL AVENUE
BROOKSVILLE, FLORIDA 34601-2041
(352) 540-3810

Robert Battista
VICE-MAYOR



Betty Erhard
COUNCIL MEMBER

Frankie Burnett
COUNCIL MEMBER

William Kemerer
COUNCIL MEMBER

Natalie Kahler
MAYOR

"The City of Brooksville must be responsive to the taxpayers. It must be as efficient as possible, functioning like the multi-million dollar a year business that it is. It must have leadership, set specific goals, develop a strong and motivated workforce, and be accountable to the taxpayers for its expenditures and performance."

CITY COUNCIL AGENDA

AUGUST 15, 2016

REGULAR SESSION 7:00 P.M.

THOMAS S. HOGAN, JR.
CITY ATTORNEY

T. JENNENE NORMAN-VACHA
CITY MANAGER

VIRGINIA C. WRIGHT
CITY CLERK

GENERAL INFORMATION AND INSTRUCTIONS

In addition to items listed as "Public Hearings", the Mayor will ask for comments from the public, usually requesting that anyone desiring to speak on an item, raise their hand. To insure that sufficient time is allocated for each item, unless extended by the City Council, representatives of the applicant/petitioners will have ten (10) minutes for presentation, and five (5) minutes for rebuttal. In addition three (3) minutes will be scheduled for others to provide additional comments. When recognized by the Mayor, please approach the podium and speak into the microphone, stating your name and address, and then present the information you desire. A special time period called Citizen Input is also scheduled following the Presentations and Regular Agenda items for those desiring to address the City Council.

Items listed in the "Consent Agenda" will be approved by Council in their entirety by a single motion, indicated by the (√) symbol, unless otherwise indicated by Council. Other agenda items are considered individually.

Items identified on this agenda with an asterisk (*) are land use and other quasi-judicial function of the City Council involving land use, and the following ex parte procedures apply:

- ❖ Consideration of applications to intervene as a party, if any. "Request to Intervene/Expert Witness" forms and instructions may be obtained from the recording secretary prior to the scheduled time for consideration of the item.
- ❖ Qualification of sworn witnesses who wish to testify as an expert, based on statement of credentials made orally or set forth in application file.
- ❖ Swearing of witnesses who wish to give sworn testimony.
- ❖ Testimony of City staff witnesses, with cross-examination by applicant and party-interveners, if they request.
- ❖ Testimony of applicant and applicants witnesses, with cross-examination by City and party-interveners, if they request.
- ❖ Testimony of party-interveners and their witnesses, with cross-examination by City and applicant, if they request.
- ❖ Testimony by members of public who wish to address application. Any individual, not requesting/designated as an intervening party or expert witness may, upon being recognized by the Mayor, present information to the Council, and may be questioned by the Council but is not required to be subject to cross examination, and need not be sworn in.
- ❖ Close of public hearing.
- ❖ Council deliberation/vote.

Items identified with a double asterisk (***) are quasi-judicial functions of the City Council other than land use; the Council Members disclose any ex parte communications.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Telina Dowdell, ADA Coordinator, no later than 48 hours in advance of the meeting at (352) 540-3810. Meeting agendas and supporting documentation are available from the City Clerk's office, and online at www.cityofbrooksville.us.

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

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
JOSEPH E. JOHNSTON, III COUNCIL CHAMBERS
201 HOWELL AVENUE**

AUGUST 15, 2016

7:00 P.M.

AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CERTIFICATES AND PROCLAMATIONS

1. Proclamation – 60th Annual Constitution Week

Proclamation in honor of the 60th Annual Constitution Week to be presented to representatives of the Daughters of the American Revolution.

Presentation: Mayor
Attachments: Proclamation

2. Proclamation – 100th Year Anniversary Weeks Hardware

Proclamation celebrating 100th Year Anniversary of Weeks Hardware.

Presentation: Mayor
Attachments: Proclamation

D. PRESENTATIONS & REQUESTS FOR SPONSORSHIP CREDIT

1. Sponsorship Credit Request – Hernando High School Homecoming Parade

Consideration of request for sponsorship credit for the Annual Hernando High School Homecoming Parade that is being held on September 30, 2016.

Presentation: Sue Lisk, Hernando High School/SGA Sponsor
Recommendation: Direction to Staff
Attachments: Memo from City Clerk dated 07/26/2016; Letter from Sue Lisk; dated 6/07/2016; Street Closure Permit & Map; Certificate of Insurance; Sponsorship Credit Spreadsheet.

E. CITIZENS INPUT

REGULAR COUNCIL MEETING – AUGUST 15, 2016

F. CONSENT AGENDA

1. Revised Florida Department of Transportation (FDOT) Traffic Signal, Maintenance and Compensation Agreement – Corrected Amendment 1

Consideration to approve the corrected Amendment 1 of the Revised FDOT Traffic Signal, Maintenance and Compensation Agreement.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda
Action: Motion to Approve
Attachments: 1) Memo from Department of Public Works Director dated 8/08/2016; Corrected Amendment 1 of the Revised Traffic Signal Maintenance & Compensation Agreement; Agenda Item w/Attachments (G4) - Revised Traffic Signal Maintenance & Compensation Agreement – Amendment 1.

G. PUBLIC HEARINGS

**Entry of Proof of Publication into the Record*

1. Ordinance No. 865 - Amendment to Land Development Code Article VII – Political Signs

Consideration to review the proposed modification to the Land Development Code regarding the maximum size of political signs allowed on nonresidential properties as provided in Ordinance No. 865, allow public input and approve the Ordinance.

Presentation: City Planner
Recommendation: Approval of **Second & Final Reading** Ordinance No. 865 upon Roll-call vote.
Attachments: Memo from City Planner dated 8/15/2016; City of Brooksville Land Development Code Article VII; Hernando County Code of Ordinances Chapter 25-5, Signs; Draft of Ordinance No. 865, including Land Development Code Article VII, Subsection 7-1.4.g.

REGULAR COUNCIL MEETING – AUGUST 15, 2016

H. REGULAR AGENDA

1. Resolution No. 2016-08 Road Name Change Proposal

Consideration to accept public input, discuss item as deemed appropriate and select with the original resolution to rename Union Street in its entirety to Muhammad Ali Boulevard, or the modified resolution to rename a selected portion of Union Street to Muhammad Ali Way, and then take action on the selected Resolution.

Presentation:	Community Development Director
Recommendation:	Direction to Staff
Attachments:	Memo from Community Development Director dated 8/09/2016; Resolution 2016-08 to rename entire length of Union Street; Resolution 2016-08 to rename a portion of Union Street; Map Exhibits to Resolutions; Public Responses to proposed change; Sample letter to property owners/residents.

I. CITIZENS INPUT

J. ITEMS BY COUNCIL

K. ADJOURNMENT

CORRESPONDENCE TO NOTE

Meeting agendas and supporting documentation are available from the City Clerk's office, and online at www.citybrooksville.us. Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352/540-3810. Any person desiring to appeal any decision with respect to any matter considered at this meeting, may need a record of the proceedings including the testimony and evidence upon which the appeal is to be based, and therefore must make arrangements for a court reporter to ensure that a verbatim record of the proceedings is made.

City of Brooksville Proclamation

Whereas, September 17, 2016, marks the Two Hundred and Twenty-Ninth 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 17th through 23rd 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, 2016, as

"Constitution Week"

In Witness Whereof, we have hereunto set our hands and caused the seal of the City of Brooksville to be affixed this 15th day of August, 2016.

City of Brooksville

Natalie Kahler, Mayor

Robert Battista, Vice Mayor

Frankie Burnett, Council Member

Betty Erhard, Council Member

William Kemerer, Council Member

Attest: _____
Virginia C. Wright, City Clerk



Proclamation

Whereas, a celebration took place on August 8, 2016 marking the One Hundredth Year Anniversary of Weeks Hardware located at 115 North Main Street, Brooksville, Florida; and

Whereas, Joseph (Joe) C. Weeks' grandfather, John Morgan Weeks started a full-fledged hardware store in 1916, "Weeks Hardware"; and

Whereas, in 1916 Joe C. Weeks' father John and his Uncle James Weeks took over operations of Weeks Hardware; and

Whereas, in the 1950's Joe C. Weeks took over operations of Weeks Hardware, building up the family business, as well as building and securing customer relationships within the Brooksville area; and

Whereas, Joe C. Weeks' wife, Otella Weeks continues to operate Weeks Hardware today; and

Whereas, Weeks Hardware is the oldest retail store in Hernando County; and

Whereas, Weeks Hardware after 100 years still stands strong.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville, do hereby wish to recognize and proclaim the occasion of the

"100th Year Anniversary Weeks Hardware"

in honor of the late Joe C. Weeks, Otella Weeks and the Weeks Family, for their continued success and contribution within this great city in which Weeks Hardware has been a part of for 100 Years.

In Witness Whereof we have hereunto set our hand and caused to be affixed the seal of the City of Brooksville this 15th day of August, 2016.

CITY OF BROOKSVILLE

Natalie Kahler, Mayor

Robert Battista, Vice Mayor

Frankie Burnett, Council Member

Betty Erhard, Council Member

William Kemerer, Council Member

ATTEST: _____
Virginia C. Wright, City Clerk





City Council
AGENDA ITEM: **D1**
August 15, 2016

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER
FROM: VIRGINIA (GINNY) WRIGHT, CITY CLERK
SUBJECT: HERNANDO HIGH SCHOOL HOMECOMING PARADE –
REQUEST FOR SPECIAL EVENT SPONSORSHIP CREDIT
DATE: July 21, 2016

GENERAL SUMMARY/BACKGROUND: We are in receipt of a request from Hernando High School requesting a sponsorship credit for the Annual Homecoming Parade. The parade is scheduled for 1:00 p.m. on September 30, 2016, ending at 2:15 p.m. with an estimated 500 participants. The parade route will begin at Hernando High School heading west on Oakwood Drive, south onto Howell Avenue, east onto Fort Dade Avenue, to Bell Avenue north to return to Hernando High School. An appropriate Certificate of Insurance has been provided to the City.

The Police Department estimates costs in the amount of \$661.38 for traffic control.

BUDGET IMPACT: Sponsorship Credit funding in the amount of \$15,000 is currently allocated within the General Fund budget for FY2016, line item number 001-010-511-59901. Of that amount, \$13,010.54 has been awarded, leaving a balance of \$1,989.46.

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. Pursuant to Special Event Sponsorship Credit Policy, Policy No. 3-2012, the City Council has the authority to provide Sponsorship Credits for offsetting City costs.

STAFF RECOMMENDATION: Direction to Staff.

ATTACHMENTS:

1. Letter from Hernando High School SGA Sponsor Sue Lisk
2. Street Closure Permit & Map
3. Certificate of Insurance
4. Sponsorship Credit Spreadsheet



919 North Broad Street
Brooksville, Florida 34601
(352) 797-7000

HERNANDO HIGH SCHOOL
700 Bell Avenue
Brooksville, Florida 34601
Phone: (352) 797-7015 • Fax: (352) 797-7115
www.edline.net/pages/hcsb_hhs



June 7, 2016

Brooksville City Council Members
City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601

Re: Hernando High School Homecoming Parade – September 30, 2016

Honorable City Council Members:

Please consider our request for the City of Brooksville to, once again, support the Hernando High School Homecoming Parade. I am asking the city council to waive the cost associated with the parade permit and street closure. Hernando High School will provide the required Application for Street Closure and a certificate of insurance.

Our Homecoming week for the 2016-2017 school year will begin September 26th and will culminate on September 30th with the parade beginning at 1:00 p.m. The Homecoming parade is one way we endeavor to incorporate the community into our Homecoming events. The parade is an integral part of our Homecoming week and has always been greatly supported by the community as well as our students, parents, and alumni.

Thank you in advance for your continued support of Hernando High School.

Sincerely,

Sue Lisk

Sue Lisk
HHS SGA Sponsor

The Hernando County School District collaborates with parents and other community stakeholders to effectively prepare all students for a successful transition into a diverse and changing world.

It is the policy of the Hernando County School District not to illegally discriminate or allow its employees to illegally discriminate on the basis of race, color, religion, national origin, age, sex, marital status, disability or GINA in its educational programs or employment practices.

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 \$300,000 for each individual and \$500,000 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 High School		Event 2016 Homecoming Parade	
Contact Person: Sue Lisk, Hernando High SGA Sponsor		Address 700 Bell Avenue, Brooksville, FL 34601	Telephone: (352) 797-7015, ext. 278
If unavailable (Alternate Name)		E-Mail: lisk_s@hcsb.k12.fl.us	Telephone:
Date of Event: September 30, 2016	Starting Time: 1:00 p.m.	Ending Time (approx): 2:15 p.m.	Estimated Number of Participants: 500

Proposed Route (include Street/Avenue, attach location map)

Oakwood, left on Howell Ave. to Ft. Dade. Left on Ft. Dade to Bell Ave. and return to Hernando High School.

I/We Sue Lisk 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.

Sue Lisk
Signature
State of Florida
County of Hernando



The foregoing instrument was acknowledged before me this 14 day of April, 2016, by Sue Lisk who is personally known to me or who presented Sue Lisk as identification, and who (did) (did not) take an oath.

Summer Melodie Miler [Signature of Notary Public] Summer Melodie Miler [Printed, typed 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.

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

Total Deposit \$ _____	Received By: _____	Date _____
Public Works Director <u>[Signature]</u>	Date <u>06-23-16</u>	Police Chief <u>[Signature]</u>
	City Manager <u>[Signature]</u>	Date <u>7/14/16</u>

CITY OF BROOKSVILLE

TEMPORARY STREET CLOSURE APPLICATION

201 Howell Avenue
(352)540-3853

Event: Hernando High School's Homecoming Parade
 Starting: 1:00 p.m. End: 2:15 p.m.

Police Department *see Attached*
 Personnel SEE ATTACHED @ \$ _____ per hr. X _____ hours = \$ 661.38
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 _____ @ \$ _____ = \$ _____
POLICE DEPARTMENT TOTAL \$ _____

Fire Department
 Personnel _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 _____ @ \$ _____ = \$ _____
FIRE DEPARTMENT TOTAL \$ 0.00 *DF*

Public Works *ON Duty personnel LEAD PARADE Subject to calls*
 Personnel (St) _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
 Personnel (Gar) _____ @ \$ _____ per hr. X _____ hours = \$ _____
 _____ @ \$ _____ per hr. X _____ hours = \$ _____
 Equipment _____ @ \$ _____ = \$ _____
PUBLIC WORKS TOTAL \$ 0

Parks & Recreation
 Personnel N/A @ \$ _____ per hr. X _____ hours = \$ -
 Equipment N/A @ \$ _____ = \$ -
PARKS & REC TOTAL \$ -

Community Development
 Tent Rental \$ _____ **COMMUNITY DEV. TOTAL \$ _____**

ESTIMATED TOTAL DUE CITY \$ 661.38

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

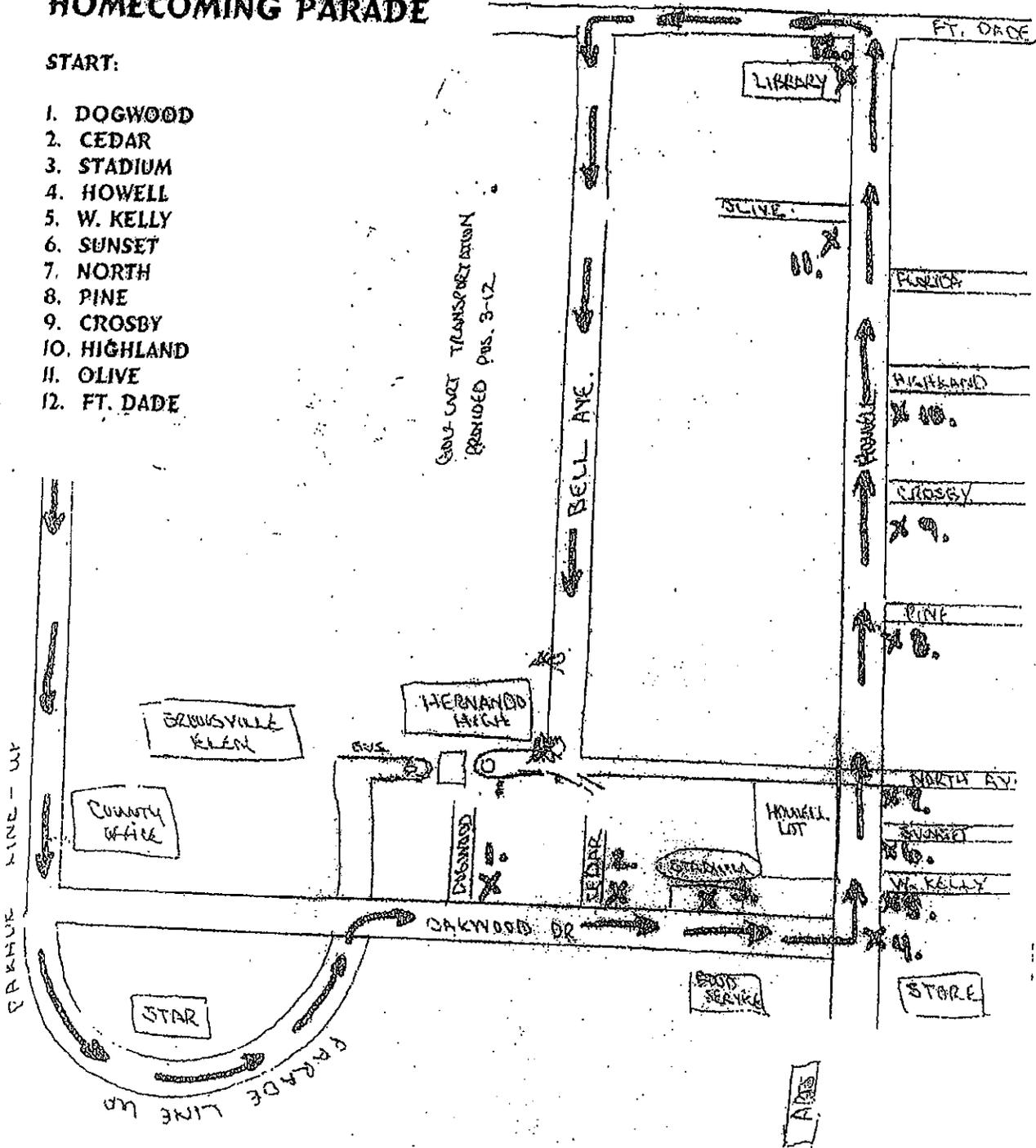
*Per Council Policy 3-2012: Applicants may request a Fee Waiver of up to 50% of City required Special Event Permit Fees. Council may, with a supermajority vote or at a minimum, a 4-1 vote, waive fees above the 50%. A request for a Fee Waiver must be submitted with a Special Event permit application. The City may, in its discretion, approve all, part, or none of a Fee Waiver request. Applicants are encouraged to solicit volunteer agencies to offset costs. City should be listed as a sponsor and City logo should be added to event website/media/marketing materials if fees are waived.

_____ Initial of Applicant

HOMECOMING PARADE

START:

1. DOGWOOD
2. CEDAR
3. STADIUM
4. HOWELL
5. W. KELLY
6. SUNSET
7. NORTH
8. PINE
9. CROSBY
10. HIGHLAND
11. OLIVE
12. FT. DADE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Ave Suite 1350 Orlando FL 32801	CONTACT NAME: Audrey Dellolio, ARM-P, AU PHONE (A/C No., Ext): E-MAIL: Audrey_Dellolio@ajg.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Self Insured per FS768.28 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
FAX (A/C No.): 407-370-3057	
INSURED North East Florida Educational Consortium 3841 Reid Street Palatka, FL 32177	

COVERAGES **CERTIFICATE NUMBER: 880434560** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-PRY <input type="checkbox"/> LOC OTHER			See Below	7/1/2016	7/1/2017	EACH OCCURRENCE \$ Per Statute DAMAGE TO RENTED PREMISES (E.R. 05/1/70/05%) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			See Below	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Per accident) \$ Per Statute BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH. ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ F.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability
 Description: "General Liability is inclusive of SIR of \$200,000"

Auto Liability
 Description: "Auto Liability is inclusive of SIR of \$200,000"

See Attached...

CERTIFICATE HOLDER City of Brooksville 201 Howell Avenue Brooksville FL 34601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED North East Florida Educational Consortium 3841 Reid Street Palatka, FL 32177	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Hernando County School District - Temporary street closure for Hernando High School's Homecoming Parade on Friday September 30th, 2016.
Holder is included as Additional Insured under the General Liability coverage shown only insofar as permitted by Florida Statute 768.28 and otherwise allowed by law. Additional Insured status is provided as required by written contract and with respect to operations by or on behalf of the Named Insured

SPONSORSHIP CREDIT APPROVED BY COUNCIL FOR FY2016

Before City Council	Date of Event	Organization/Event	Departmental Fees Requested					Total Request	Sponsor Cont.	Approved Amount	Balance of Funds
			Police	Fire	Streets	Comm. Dev.	Parks & Recreation				
		Council Budgeted Amount								15,000.00	
7/6/2015	12/12/2015	Brookville Women's Club Festival	609.88					609.88	304.94	14,695.06	
8/3/2015	11/14/2015	Veterans Parade	439.24		74.00			513.24	0.00	14,181.82	
8/3/2015	10/10/2015	Dawn Center					320.00	320.00	0.00	13,861.82	
8/3/2015	11/7-8/2015	Hernando Music Fest	475.00					475.00	237.50	13,624.32	
9/21/2015	10/3/2015	Communities in Schools of HH					275.00	275.00	0.00	13,349.32	
9/21/2015	10/17/2015	Junior Service League 5K Fun Run	229.63				275.00	485.72	0.00	12,863.60	
9/21/2015	10/9/2015	Hernando HS Annual Parade	555.40					555.40	0.00	12,308.20	
10/5/2015	12/12/2015	Kiwanis Christmas Parade	1,393.17	598.00	760.00			2,751.17	1,000.00	10,557.03	
10/19/2015	11/23/2015	Christmas Thanksgiving Dinner					325.00	325.00	0.00	10,232.03	
12/21/2015	2/20/2016	Grace World Church 5K Run	1,251.76		375.00			1,626.76	0.00	8,605.27	
12/21/2015	2/27/2016	Hernando County Library 5k Run	1,163.15		375.00			1,538.15	0.00	7,067.12	
12/21/2015	3/12-13/2016	HC Fine Arts Cncl. Art in Park					300.00	300.00	0.00	6,767.12	
1/11/2016	1/18/2015	MLK Parade	1,123.68					1,443.68	0.00	5,323.44	
3/7/2016	4/9/2016	Brookville Annual Cycling Classic	2,957.96		200.00		100.00	3,667.96	1,833.98	3,489.46	
6/7/2016	7/4/2016	Fair Association Fireworks/Demo Derby						1,500.00		1,989.46	

TOTALS 16,386.96 3,376.42 13,010.54 1,989.46



CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: REVISED TRAFFIC SIGNAL MAINTENANCE AND
COMPENSATION AGREEMENT- AMENDMENT 1

DATE: August 8, 2016

GENERAL SUMMARY/BACKGROUND: On July 18, 2016, the Brooksville City Council approved Amendment 1 with the Revised Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation Department (FDOT).

The Public Works Department was contacted by Richard Napora, FMS/AMS Specialist III of FDOT, a few days following execution of Amendment 1. Mr. Napora stated that Amendment 1 provided by FDOT was missing the word "Compensation" on the very first line on Amendment 1. FDOT has requested that Amendment 1 (Attachment 1) be approved as corrected (adding the word "Compensation" to the first line of the amendment).

For Council's use/review, the agenda item and Amendment 1 with the Revised Traffic Signal Maintenance and Compensation Agreement as presented and approved on July 18, 2016 is provided as Attachment 2.

BUDGET IMPACT: The corrected Traffic Signal Maintenance and Compensation Agreement – Amendment 1 provides no further budget impact than that item approved by City Council on July 18, 2016.

LEGAL REVIEW: The City is vested with home-rule authority pursuant to Article VII, Section 2, Florida Constitution and Chapter 166, Florida Statutes Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services to include matters of fiscal and legal impact.

STAFF RECOMMENDATION: Staff recommends that the City Council approve the corrected Amendment 1, authorizing the Mayor to execute on behalf of the City Council.

ATTACHMENTS:

1. Corrected Amendment 1 of the Revised Traffic Signal Maintenance and Compensation Agreement
2. Agenda Item with Attachments (G4) -Revised Traffic Signal Maintenance Compensation Agreement- Amendment 1

ATTACHMENT 1

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

CONTRACT NO. ARK85
FINANCIAL PROJECT NO. 40592038802
F.E.I.D. NO. F596000284001
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment") is made and entered into on this 15th day of August 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida and the City of Brooksville, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on May 18th 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

ATTACHMENT 2



City Council
CONSENT AGENDA ITEM: *64*
July 18, 2016

CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD W. RADACKY, PUBLIC WORKS DIRECTOR

SUBJECT: REVISED TRAFFIC SIGNAL MAINTENANCE AND
COMPENSATION AGREEMENT- AMENDMENT 1

DATE: July 7, 2016

GENERAL SUMMARY/BACKGROUND: On May 18, 2015, the Brooksville City Council approved a Traffic Signal Maintenance and Compensation Agreement (TSMA) with the Florida Department of Transportation (FDOT). The agreement provides for the City to operate and maintain 13 traffic signals and 1 intersection control beacon located on the State Highway System within the jurisdictional boundaries of the City. For State Fiscal Year 2015-2016, the FDOT will reimburse the City \$40,280 for operation and maintenance of signals and devices.

Public Works' staff has received communication from the FDOT requesting an amendment to the 2015 TSMA version. The revised TSMA is Attachment 1. The agreement is for a 20-year period. The following bullet points are the key changes to the April 2015 TSMA version:

- Adds the Florida Department of Financial Services/FDOT Comptroller standard-payment terms to ensure invoices are paid and the agreements will uphold a financial review.
- Simplifies language for penalties and retainage.
- Changes responsibility for pursuing third-party damage insurance from the City to the FDOT.
- Adds a requirement for the City to provide an annual report of its traffic signal maintenance log.
- Adds a Force Majeure Clause to remove liability from both the City and the FDOT in the event of Acts of God, etc.
- Changes responsibility for periodic mast-arm maintenance from the City to the FDOT.
- Increases the requirement for record retention from three (3) to five (5) years to comply with Florida's Public Records Rule.

APPROVED BY BROOKSVILLE
CITY COUNCIL
ON 7-18-2016 INITIALS WRW

- Increases the time to repair critical detectors to 90 days (previous agreement was 60 days).
- Decreases inspections to 50% of signals every year (previous agreement was 100% per year).
- Adds a requirement to allow the FDOT access to traffic- signal data.
- Deletes the checklist in Exhibit C.
- Adds a new Exhibit C with form for reimbursement for third-party damage.
- Provides a change to Paragraph 12 to appoint a designated representative for execution of annual Exhibit A forms for increases/decreases for reimbursement for maintenance and operation. (Increases or decreases are based on the Consumer Price Index for each year). Staff recommends that the City Manager be authorized for signature of annual Exhibit A forms.

Staff has reviewed the recommended changes and believes that the key changes and appointment of the City Manager for signature of annual Exhibit A forms are in the City's best interest. Attachment 2 is an Amendment to the 2015 TSMA for consideration and approval by the City Council. The Mayor's signature is required on two originals of the Amendment. When the TSMA is executed by the FDOT, a signed original will be returned to the City.

BUDGET IMPACT: The Traffic Signal Maintenance and Compensation Agreement provides payment to the City in the amount of \$40,280 for the State Fiscal Year 2015-16. (The compensation increases/decreases each year thereafter). The compensation by the State is paid by the City to Hernando County for its services in maintaining the City's traffic signals. The amount received by the City is paid to Hernando County of annual operation and maintenance of all traffic signals and intersection control beacons in the City. Currently the additional devices are at the intersection of Fort Dade Avenue and Cobb Road and the device at Darby Road.

CA **LEGAL REVIEW:** The City is vested with home rule authority pursuant to Article VII, Section 2, Fla. Const. and Chapter 166, Fla. Stat. Pursuant to Section 1.03 of the Charter, the City has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services to include matters or fiscal and legal impact.

STAFF RECOMMENDATION: Staff recommends that the City Council approve the agreement amendment and authorize the Mayor to execute each original amendment on behalf of the City Council. Further, that the Council designates the City Manager for submission of annual Exhibit A forms, Reimbursement for Maintenance and Operation.

- ATTACHMENTS:**
1. Revised Traffic Signal Maintenance and Compensation Agreement.
 2. Amendment to the Traffic Signal Maintenance Compensation Agreement.

ATTACHMENT 1

(July 18, 2016 Council Meeting)

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. 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 these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, 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. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement,

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then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. 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.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. 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, Department re-timing projects, 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) 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 or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing

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and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, 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.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates City Manager as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. 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.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. 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.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or 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.
19. Records of costs incurred under the 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 five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.

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22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"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 is 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 such 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 1 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 \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, 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.
25. 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.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. 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 will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. 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 will 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 has 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, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
- a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation

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within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. 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 Devices 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.
 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
 34. 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 will be grounds for immediate unilateral cancellation of this Agreement.
 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does 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 does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

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later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

- 40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
- 41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
- 42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- 43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
- 44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- 45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
- 46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- 47. Exhibits A, B, and C are attached and incorporated into this Agreement.
- 48. 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.

_____, Florida
(Maintaining Agency)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Legal Review: _____

Attorney: _____ Date: _____

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

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**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 MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

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 or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the

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

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Exhibit B Page 2 of 2

actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

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

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EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

 Maintaining Agency Date

 District Traffic Operations Engineer Date

ATTACHMENT 2

(July 18, 2016 Council Meeting)

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

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this 18th day of July, 2016 by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Brooksville, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on May 18, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)
By _____
(Authorized Signature)

Print/Type Name: _____
Title: _____

Attorney: _____ Date: July 18, 2016

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By _____
(Authorized Signature)

Print/Type Name: _____
Title: _____

Legal Review: _____



AGENDA ITEM MEMORANDUM

TO: THE HONORABLE MAYOR & CITY COUNCIL MEMBERS

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

VIA: BILL GEIGER, DIRECTOR OF COMMUNITY DEVELOPMENT *[Signature]*

FROM: STEVE GOULDMAN, AICP, CITY PLANNER *[Signature]*

SUBJECT: ORDINANCE NUMBER 865 AMENDING LAND DEVELOPMENT CODE ARTICLE VII—POLITICAL SIGNS

DATE: AUGUST 15, 2016

Introduction & Background Information:

At the July 18, 2016 City Council meeting, the Council directed staff to review the Land Development Code provisions for political signs. Specifically, City Council directed staff to review the current regulations regarding political signs in relation to those of Hernando County and explore the possibility the City's Land Development Code be amended to ensure that the City's regulations are consistent with those of Hernando County.

Upon review of the City and County's sign regulation, staff identified two significant differences. The first difference involves the time frames in which political signs may be displayed. Presently, the City of Brooksville's Land Development Code, in Article VII, Subsection 7-1.4.G., allows that political signs may be erected no more than 90 days prior to an election day and requires that such signs be removed within 10 days following the election. Hernando County's regulations applicable to political signs allow that such signs may be erected no more than 45 days prior to the first election of the series of elections that determines a candidate or issue and must be removed within 14 days following the election. Hernando County also defines "election" as a single specific date of a primary, general or special election designated by law or ordinance. The City's regulations contain no definition of the term "election."

The second significant difference is the amount of sign area allowed for temporary political signs. Article VII, Subsection 7-1.4.G. of the City's Land Development Code provides that political signs may be a maximum of 6 square feet in size in residential districts and a maximum of 24 square feet in nonresidential districts. The Hernando County regulations also allow political signs a maximum of 6 square feet in size in residential districts. The significant difference between Brooksville's regulations and those of Hernando County lies in the amount of sign area for nonresidential parcels. As noted above, a maximum of 24 square feet is allowed for political signs on nonresidential properties in the City of Brooksville. Hernando County's regulations, in

contrast, allow varying amounts of political sign area, with the variations based on a number of circumstances and characteristics.

Of importance to the comparison to Hernando County's provisions, it should be noted that the City of Brooksville's Land Development Code allows one freestanding or detached sign on the premises of a nonresidential parcel and the freestanding or detached sign may not exceed 32 square feet in size, resulting in a sign face area a maximum of 64 square feet. Signs excepted from the above provisions may be permitted if: (1) The parcel fronts 500 feet minimum on each of more than one street in which case one freestanding sign containing no more than 96 square feet of sign area per side or two freestanding signs containing no more than 48 square feet of sign area per side each may be permitted provided the signs maintain a separation of 250 feet; or (2) the parcel contains two or more units, each of which contain a business establishment or use with a separate identity from other uses on the premises in which case one freestanding sign not to exceed 72 square feet of sign area per side for under four units or 96 square feet of sign area per side for four or more units may be permitted. Signs attached to buildings may not have sign areas exceeding 10 percent of the total area of the exterior wall, including any glass area, to which it is attached.

Hernando County's regulations, as noted above, allow varying amounts of political sign area, with the variations based on a number of circumstances and characteristics. Specifically, Chapter 25.5, Subsection 25.5-12 of the Hernando County Code of Ordinances states that "the total sign area of ... [political] signs on non-residential lots or parcels shall not exceed the total sign area allowed for [permanent] permitted signs..." In other words, according to Hernando County staff, the sum of the total sign area that exists on a developed property and the sign area allowed for temporary political signs cannot exceed the total permanent sign area allowed for nonresidential developments. Additionally, individual parcels or developments are permitted different maximum amounts of sign area, based on road classification, road frontage and zoning classification. Chapter 25.5, Subsection 25.5-8 of the Hernando County Code of Ordinances provides that commercially zoned properties on "U.S. and state highways, limited access highways (i.e., U.S. 19, U.S. 41, S.R. 50, S.R. 589, U.S. 98, U.S. 301, I-75), or any new limited access highway, new U.S. or state highway ... with less than one hundred (100) linear feet of road frontage will be allowed one (1) sign not to exceed one hundred (100) square feet in sign area. Commercially zoned parcels with a road frontage in excess of one hundred (100) linear feet will be allowed one (1) square foot of sign area per linear foot of road frontage with a maximum of two hundred (200) square feet of sign area." Commercially zoned properties located on "[o]ther collector/arterial roads (as identified on the roadway classification map) [are allowed] ...a [m]aximum one hundred (100) square feet of sign area....For commercially zoned parcels on all other roads and for parcels within any zoning district other than commercial or residential ... [a][m]aximum fifty (50) square feet of sign area" is allowed. In addition, the total display area for all attached signs may not exceed 20 percent of the building facade on which the sign is located.

In summary, the City of Brooksville's regulations relative to temporary political signs is substantially different from and less complicated than those of Hernando County. Neither jurisdiction requires a zoning or use permit to place political signs on a property. Both jurisdictions allow an unlimited number of political signs on residentially designated properties and limit the size of each sign to six square feet. On nonresidential properties, the City's regulations limit the size of political signs but do not limit the number of signs and thus the aggregate sign area allowed on the property. Hernando County's regulations do not specifically limit sign area. Rather, the sign face area allowed is contingent upon parcel location, zoning district, the amount of permanent signage allowed and the amount of permanent signage that exists on a property. In order to enforce Hernando County's size limitations, staff must first examine permit files to determine the amount of signage that exists and follow that with a visit to the site to determine the total sign face area of political signs placed on the property.

The City allows political signs to be placed on properties for up to 100 days but fails to specifically define an election time-frame period. Hernando County does define the election time-frame period, allowing that such signs may be erected no more than 45 days prior to the first election of the series of elections that determines a candidate or issue. The regulations relevant to the City of Brooksville and Hernando County sign ordinances are attached.

As noted above, political signs a maximum of 24 square feet in size are presently permitted on nonresidential properties in the City of Brooksville. City Council has voiced concern relative to the dimensions of such signs and, historically, staff has recognized that the dimensions presently allowed are not consistent with the dimensions of materials readily available and, as a result, has issued notices of violation for signs of a slightly larger size. Signs containing 24 square feet would typically be 6 feet X 4 feet. Readily available materials—plywood sheets—are sold in dimensions measuring 8 feet X 4 feet, resulting in 32 square feet of sign area. Staff therefore suggests the maximum size of political signs on nonresidential properties be increased to 32 square feet.

It should be noted that changes to the Land Development Code are first reviewed by the Planning and Zoning Commission prior to presentation to the City Council. If large-scale changes to the regulations are desired, staff believes the existing process should be followed. However, staff also acknowledges that minor modifications to the regulations such as that suggested above may, at the discretion of City Council, be heard by the Council without Planning and Zoning Commission review.

 **Budget Statement:**

It is anticipated no additional staff will be required to administer the provisions of a revised Ordinance.

Legal Note:

 Florida Statutes § 163.3202(1) requires that each county and each municipality must adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan. Florida Statutes § 163.3202(2) mandates that local land development regulations shall contain specific and detailed provisions necessary or desirable to implement the adopted comprehensive plan.

Staff Recommendation:

It is recommended that City Council review the proposed modification to the Land Development Code regarding the maximum size of political signs allowed on nonresidential properties as provided in Ordinance Number 865, allow public input and approve the Ordinance.

City Council Action:

At the August 1, 2016 regular meeting, the City Council approved the first reading of Ordinance No. 865 to modify the Land Development Code as proposed and scheduled the second and final reading of the Ordinance for August 15, 2016.

Attachments:

1. City of Brooksville Land Development Code Article VII
2. Hernando County Code of Ordinances Chapter 25.5, Signs
3. Draft Ordinance #865, including Land Development Code Article VII, Subsection 7-1.4.g.

CITY OF BROOKSVILLE LAND DEVELOPMENT CODE

ARTICLE VII

SIGNS

SECTION 7-1.4. EXEMPTIONS.

The following signs shall be allowed in any zoning district without the necessity of obtaining a sign permit, providing such sign is not in conflict with any other provision of this Article. Noncompliance with the terms set forth below shall cause such sign to forfeit its exempt status and require the owner to obtain a permit as set forth in Section 7-1.2. Owners or lessees of such signs shall ensure that exempt signs conform to all other applicable regulations and they shall be responsible for the safe and proper erection and maintenance of such signs. Failure to comply with the provisions of this Section shall subject the violator to the penalties as outlined in Section 7-1.9. Each violation shall constitute a separate offense.

- G. Political signs are permitted to be erected no more than 90 days prior to the applicable election day and shall be removed within 10 days after said election day. The candidate for office or a designee shall have the responsibility for removal of signs advertising the candidacy. Signs that are not removed within the time period referenced herein shall be subject to removal by the City and may be disposed of pursuant to administrative policies set up by the City manager. The size of such signs shall not exceed six square feet in a residential district and 24 square feet in a nonresidential district. No signs may be posted within public rights-of-way or on utility poles, trees, traffic or regulating signs of any nature.

HERNANDO COUNTY CODE OF ORDINANCES

CHAPTER 25.5

SIGNS

Sec. 25.5-12. - Additional signs authorized during election campaigns.

In the interest of promoting political speech which is the essence of representative democracy and the core of the First Amendment's free speech guarantee, it is the intent of the board of county commissioners to allow additional noncommercial signage during political campaigns. In addition to any other signs authorized by this chapter, during a period beginning no more than forty-five (45) days prior to the first election of the series of elections that determines a candidate or issue, additional unlighted noncommercial signs which do not otherwise meet the terms of this chapter may be erected on privately owned lots or parcels. Each such additional sign located in residential zoning districts and/or on residential lots or parcels shall not exceed six (6) square feet in sign area. The sum of the total sign area of such additional signs on non-residential lots or parcels shall not exceed the total sign area allowed for permitted signs for the applicable zoning district, road classification and road frontage, and shall further comply with height and setback restrictions applicable to permitted signs. Such additional signs shall be removed by the lot or parcel owner or persons acting on the owner's behalf within fourteen (14) days after the election. No zoning permit or certificate of use is required for such additional signs during such election period. For purposes of this subsection, "election" shall mean the single specific date of a primary, general or special election designated by law or ordinance and shall not mean or include any period in advance of such date during which voting other than at assigned precincts may be allowed.

Sec. 25.5-8. - Signs as an accessory use.

Signs are considered accessory uses accompanying and complementing uses of land which are authorized as consistent with the Hernando County comprehensive plan or are otherwise authorized. The intent of this section is to allow for such signs as are accessory to the principal use of the lot or parcel on which they are located and to allow the benefits of such signs; while avoiding unsightly and unnecessary visual clutter, minimizing distractions and hazards to motorists and pedestrians, and providing a medium for the expression of commercial, noncommercial and political expression or speech, as each category of speech may be applicable and accessory to a particular authorized land use.

(1) Sign area:

a. The maximum size of a sign shall be determined by the classification of the road abutting the lot or parcel on which the sign is located and by the zoning district in which the lot or parcel is located. The roadway classification map developed by

Hernando County is hereby adopted by reference and made part of this section. Official roadway classification maps shall be placed on file at the Hernando County Planning Department. The classification map may be modified by board resolution at any time upon notice of an advertised public hearing.

b. U.S. and state highways, limited access highways (i.e., U.S. 19, U.S.41, S.R. 50, S.R. 589, U.S. 98, U.S. 301, I-75), or any new limited access highway, new U.S. or state highway—commercially zoned parcels with less than one hundred (100) linear feet of road frontage will be allowed one (1) sign not to exceed one hundred (100) square feet in sign area. Commercially zoned parcels with a road frontage in excess of one hundred (100) linear feet will be allowed one (1) square foot of sign area per linear foot of road frontage with a maximum of two hundred (200) square feet of sign area.

Other collector/arterial roads (as identified on the roadway classification map)—Maximum one hundred (100) square feet of sign area for parcels zoned for commercial use.

For commercially zoned parcels on all other roads and for parcels within any zoning district other than commercial or residential—Maximum fifty (50) square feet of sign area.

(5) Number of signs:

a. Individual firms or activities located on a single parcel or lot may display no more than one (1) sign.

b. Individual firms or activities located on a corner parcel or lot may display one (1) sign of maximum sign area as determined by the road frontage the lot has, or they may have one (1) sign along each road, provided the combined area of these signs does not exceed the maximum as determined by the road frontage.

c. Shopping centers, malls, strip plazas and other buildings housing more than one (1) business or activity may display no more than one (1) sign for each two hundred (200) feet of frontage, provided they are at least two hundred (200) feet apart along public streets and provided each sign does not exceed the maximum allowed according to subsection (1) herein.

d. There shall be no limit to the number of attached signs which may be attached to walls after issuance of a zoning and other appropriate permits. All parts of attached signs shall be at least five (5) feet from all lot lines. The total display area for all attached signs shall not exceed twenty (20) percent of the building facade on which the sign is located. This section is not intended to limit the number of or placement of placard signs in windows.

ORDINANCE NO. 865

AN ORDINANCE OF THE CITY OF BROOKSVILLE, FLORIDA, AMENDING ARTICLE VII OF THE CITY OF BROOKS VILLE LAND DEVELOPMENT CODE TO PROVIDE FOR INCREASED SIZE OF POLITICAL SIGNS ON NONRESIDENTIAL PROPERTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Brooksville, Florida is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, to enact ordinances; and,

WHEREAS, the City Council understands that increasing the size of political signs on nonresidential property would be consistent with materials commonly available; and

WHEREAS, the City Council has enacted sign regulations in the Land Development Code as part of the Code of Ordinances; and

WHEREAS, the Code of Ordinances Land Development Code sign regulations currently allow political signs a maximum of 24 square feet in size on nonresidential properties; and

WHEREAS, the City Council wishes to allow political signs on nonresidential properties to be of a size consistent with materials commonly available;

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

SECTION 1. AMENDMENT TO SUBPART B., LAND DEVELOPMENT CODE, ARTICLE VII, SUBSECTION 7-1.4.g. The Code of the City of Brooksville, Florida, Subpart B, Land Development Code, Article VII, Subsection 7-1.4.g. "Exemptions" is hereby amended to read as follows:

Political signs are permitted to be erected no more than 90 days prior to the applicable election day and shall be removed within 10 days after said election day. The candidate for office or a designee shall have the responsibility for removal of signs advertising the candidacy. Signs that are not removed within the time period referenced herein shall be subject to removal by the City and may be disposed of pursuant to administrative policies set up by the City manager. The size of such signs shall not exceed six square feet in a residential district and ~~24~~ 32 square feet in a nonresidential district. No signs may be posted within public rights-of-way or on utility poles, trees, traffic or regulating signs of any nature.

SECTION 2. FINDINGS. The City Council does hereby find that the proposed modification to the sign ordinance is consistent with the City's Comprehensive Plan.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the Brooksville City Council.

CITY OF BROOKSVILLE, FLORIDA

ORDINANCE NO. 865

Attest:

Virginia C. Wright, City Clerk

By: _____
Natalie Kahler, Mayor

PASSED on First Reading _____.

NOTICE Published on _____.

PASSED on Second & Final Reading _____.

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

VOTE OF COUNCIL:
Council Member Burnett _____
Council Member Erhard _____
Council Member Kemerer _____
Vice Mayor Battista _____
Mayor Kahler _____

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

CITY OF BROOKSVILLE LAND DEVELOPMENT CODE

ARTICLE VII

SIGNS

SECTION 7-1.4. EXEMPTIONS.

The following signs shall be allowed in any zoning district without the necessity of obtaining a sign permit, providing such sign is not in conflict with any other provision of this Article. Noncompliance with the terms set forth below shall cause such sign to forfeit its exempt status and require the owner to obtain a permit as set forth in Section 7-1.2. Owners or lessees of such signs shall ensure that exempt signs conform to all other applicable regulations and they shall be responsible for the safe and proper erection and maintenance of such signs. Failure to comply with the provisions of this Section shall subject the violator to the penalties as outlined in Section 7-1.9. Each violation shall constitute a separate offense.

- g. Political signs are permitted to be erected no more than 90 days prior to the applicable election day and shall be removed within 10 days after said election day. The candidate for office or a designee shall have the responsibility for removal of signs advertising the candidacy. Signs that are not removed within the time period referenced herein shall be subject to removal by the City and may be disposed of pursuant to administrative policies set up by the City manager. The size of such signs shall not exceed six square feet in a residential district and ~~24~~ 32 square feet in a nonresidential district. No signs may be posted within public rights-of-way or on utility poles, trees, traffic or regulating signs of any nature.



AGENDA ITEM MEMORANDUM

City Council
AGENDA ITEM: *HI*
August 15, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *Jennene Norman-Vacha*
FROM: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR *Bill Geiger*
SUBJECT: ROAD NAME CHANGE PROPOSAL
DATE: AUGUST 9, 2016

GENERAL SUMMARY/BACKGROUND: At the June 6, 2016 meeting, Council member Burnett proposed and the balance of City Council members concurred to direct staff to provide the City Council with pertinent information related to changing the name of Union Street to Muhammad Ali Street/Drive. The following information was presented to the City Council at the June 20, 2016 meeting.

Union Street runs from the intersection of Dr. M.L. King Jr. Blvd. North to its' intersection with Liberty Street. There are 7 individual parcels and an apartment complex (Tanglewood Apts.) that has 55 units that have active addresses off Union Street. A portion of Union Street is privately owned by the Brooksville Housing Authority which had approximately 41 units that were addressed off of Union Street but are currently vacant and inactive.

There are a total of 8 signs that would need to be changed at a cost of \$150 each for a total cost of \$1,200 plus labor costs. Other administrative costs associated with the road name change would include the notifications that are sent out to the 28 owners of properties adjacent to the road and processing of the Resolution that is the legal instrument used to effect the road name change.

CITY COUNCIL ACTION: On June 20, 2016, the City Council provided staff with the following direction:

- City Council indicated a preference to change the name of Union Street to "Muhammad Ali Boulevard"
- Staff was directed to notify all property owners and addressees that may be affected by the proposed road name change within ten days after the June 20, 2016 meeting.
- Scheduled August 15, 2016, at 7:00 P.M. in the City Council Chambers as the date, time and location for formal consideration of the Resolution to change the road name from Union Street to Muhammad Ali Boulevard. This date was selected to give residents and property owners that may be affected by the name change plenty of time to become aware of and be able to respond accordingly.

- It was noted that if the Resolution is approved on August 15, 2016, the name change would go into effect on September 16, 2016.

SUBSEQUENT ACTIVITY: On June 23, 2016, notification letters were sent to 74 property owners and residents that may be affected by this road name change. To date, two responses have been received opposing the name change.

The Addressing Division of the Hernando County Property Appraiser's office submitted a concern related to the suffix "Boulevard" being used for the name, noting that a Boulevard is defined by US Postal Addressing standards as a "City, County or privately maintained roadway with a landscaped median dividing the roadway lanes."

Prior to the August 15, 2016 meeting, Council Member Burnett, the original proposer of the prospective name change, indicated that he would propose an alternative resolution that would only change the name of that section of Union Street that lies between Dr. M.L. King Jr. Boulevard and E. Jefferson Street, to Muhammad Ali Way. This will eliminate financial impacts to active addressees along the section north of this location and only require the changing of two street signs at an estimated cost of \$300 plus labor to install. An alternative Resolution has been included in this agenda to reflect Councilman Burnett's proposal which may be considered by the City Council as an option to the resolution which would rename the entire street.

 **BUDGET IMPACT:** The cost to install 8 signs is approximately \$1,200 plus labor and administrative costs associated with the public processing of the proposed change. If City Council selects the option to only rename a portion of the street as noted in the alternative resolution, the hard costs for for the road name change will be approximately \$300 plus administrative costs associated with the public processing of the proposed change.

 **LEGAL REVIEW:** The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 74-93 of the City's Code of Ordinances, the City Council has the authority to change names of streets within the City's jurisdiction by Resolution.

STAFF RECOMMENDATION: Accept public input, discuss the item as deemed appropriate, select either the original resolution to rename Union Street in its entirety to Muhammad Ali Boulevard, or the modified resolution to rename a selected portion of Union Street to Muhammad Ali Way, and then take action on the selected Resolution.

ATTACHMENT(S):

- 1) Resolution to rename the entire length of Union Street
- 2) Resolution to rename a portion of Union Street
- 3) Map Exhibit(s) to the Resolution(s)
- 4) Public response(s) to proposed change
- 5) Sample Letter sent to property owners/residents

RESOLUTION NO. 2016-08

**A RESOLUTION OF THE CITY OF
BROOKSVILLE, FLORIDA, RENAMING
UNION STREET TO MUHAMMAD ALI
BOULEVARD; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Brooksville has determined to rename Union Street to Muhammad Ali Boulevard, to honor his legacy as one of the greatest sporting figures of the 20th century; and

WHEREAS, pursuant Section 74-93 of the City of Brooksville Code of Ordinances, the City is vested with authority to designate and name streets; and

WHEREAS, Union Street, from its intersection with Dr. M. L. King, Jr. Boulevard, to its northern terminus at its intersection with Liberty Street, as identified in Exhibit A, lies totally within the City of Brooksville's corporate limits; and

WHEREAS, the City has provided notice of the proposal for renaming the street to those citizens who reside on or own property located on the affected street; and

WHEREAS, Muhammad Ali was an Olympic gold medalist and captured the world heavyweight title three times in his career as a boxer, and was known for his outspokenness on issues of race, religion and politics; and

WHEREAS, after retiring from boxing, Muhammad Ali traveled the world making many humanitarian, goodwill and charitable appearances; and

WHEREAS, the City desires to rename Union Street in its entirety to Muhammad Ali Boulevard, to honor his numerous lifetime accomplishments and work as a humanitarian and goodwill ambassador.

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

SECTION 1. RENAMING. To the extent that Union Street lies within the City's corporate limits and is accurately portrayed in Exhibit A, the street name of Union Street, from its intersection with Dr. M. L. King, Jr. Boulevard, to its northern terminus at its intersection with Liberty Street, shall be renamed ***Muhammad Ali Boulevard***.

SECTION 2. DIRECTION FOR DISTRIBUTION. The City Clerk is hereby directed to update the official map of the city to show the new designation and to furnish a copy of this Resolution to the Hernando County Property Appraiser's Addressing Division, the U.S. Postal Service and to the Clerk of the Circuit Court for Hernando County.

SECTION 3. CONFLICT. Any prior resolution or policy of the City which is inconsistent with the provisions of this resolution is hereby repealed to the extent of such

inconsistency.

SECTION 4. 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 5. EFFECTIVE DATE. This resolution shall be published and posted as made and provided by the Charter of the City of Brooksville, Florida, and shall take effect at 12:01 a.m., September 16, 2016.

ADOPTED this 15th day of August, 2016.

CITY OF BROOKSVILLE

By: _____
Natalie Kahler, Mayor

ATTEST: _____
Virginia Wright, City Clerk

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

VOTE OF CITY COUNCIL:
Council Member Burnett _____
Council Member Erhard _____
Council Member Kemerer _____
Vice Mayor Battista _____
Mayor Kahler _____

Thomas S. Hogan, Jr., City Attorney

RESOLUTION NO. 2016-08

A RESOLUTION OF THE CITY OF
BROOKSVILLE, FLORIDA, RENAMING **A**
PORTION OF UNION STREET TO
MUHAMMAD ALI **BOULEVARDWAY**; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brooksville has determined to rename a portion of Union Street from its intersection with Dr. M. L. King Jr., Blvd. to its intersection with E. Jefferson Street (S.R. 50-A), to Muhammad Ali **BolevardWay**, to honor ~~his~~ Ali's legacy as one of the greatest sporting figures of the 20th century; and

WHEREAS, pursuant Section 74-93 of the City of Brooksville Code of Ordinances, the City is vested with authority to designate and name streets; and

WHEREAS, Union Street, from its intersection with Dr. M. L. King, Jr. Boulevard, to its ~~northern terminus at~~ its intersection with ~~Liberty Street~~ E. Jefferson Street, as identified in Exhibit A, lies totally within the City of Brooksville's corporate limits; and

WHEREAS, the City has provided notice of the proposal for renaming the street to those citizens who reside on or own property located on the affected street; and

WHEREAS, Muhammad Ali was an Olympic gold medalist and captured the world heavyweight title three times in his career as a boxer, and was known for his outspokenness on issues of race, religion and politics; and

WHEREAS, after retiring from boxing, Muhammad Ali traveled the world making many humanitarian, goodwill and charitable appearances; and

WHEREAS, the City desires to rename a portion of Union Street ~~in its entirety~~ to Muhammad Ali **BolevardWay**, to honor his numerous lifetime accomplishments and work as a humanitarian and goodwill ambassador.

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

SECTION 1. RENAMING. To the extent that Union Street lies within the City's corporate limits and is accurately portrayed in Exhibit A, the street name of Union Street, from its intersection with Dr. M. L. King, Jr. Boulevard, to its ~~northern terminus at its~~ intersection with ~~Liberty Street~~ E. Jefferson Street, shall be renamed **Muhammad Ali BoulevardWay**.

SECTION 2. DIRECTION FOR DISTRIBUTION. The City Clerk is hereby directed to update the official map of the city to show the new designation and to furnish a copy of this Resolution to the Hernando County Property Appraiser's Addressing Division, the U.S. Postal Service and to the Clerk of the Circuit Court for Hernando County.

SECTION 3. CONFLICT. Any prior resolution or policy of the City which is

inconsistent with the provisions of this resolution is hereby repealed to the extent of such inconsistency.

SECTION 4. 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 5. EFFECTIVE DATE. This resolution shall be published and posted as made and provided by the Charter of the City of Brooksville, Florida, and shall take effect at 12:01 a.m., September 16, 2016.

ADOPTED this 15th day of August, 2016.

CITY OF BROOKSVILLE

By: _____

Natalie Kahler, Mayor

ATTEST: _____

Virginia Wright, City Clerk

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

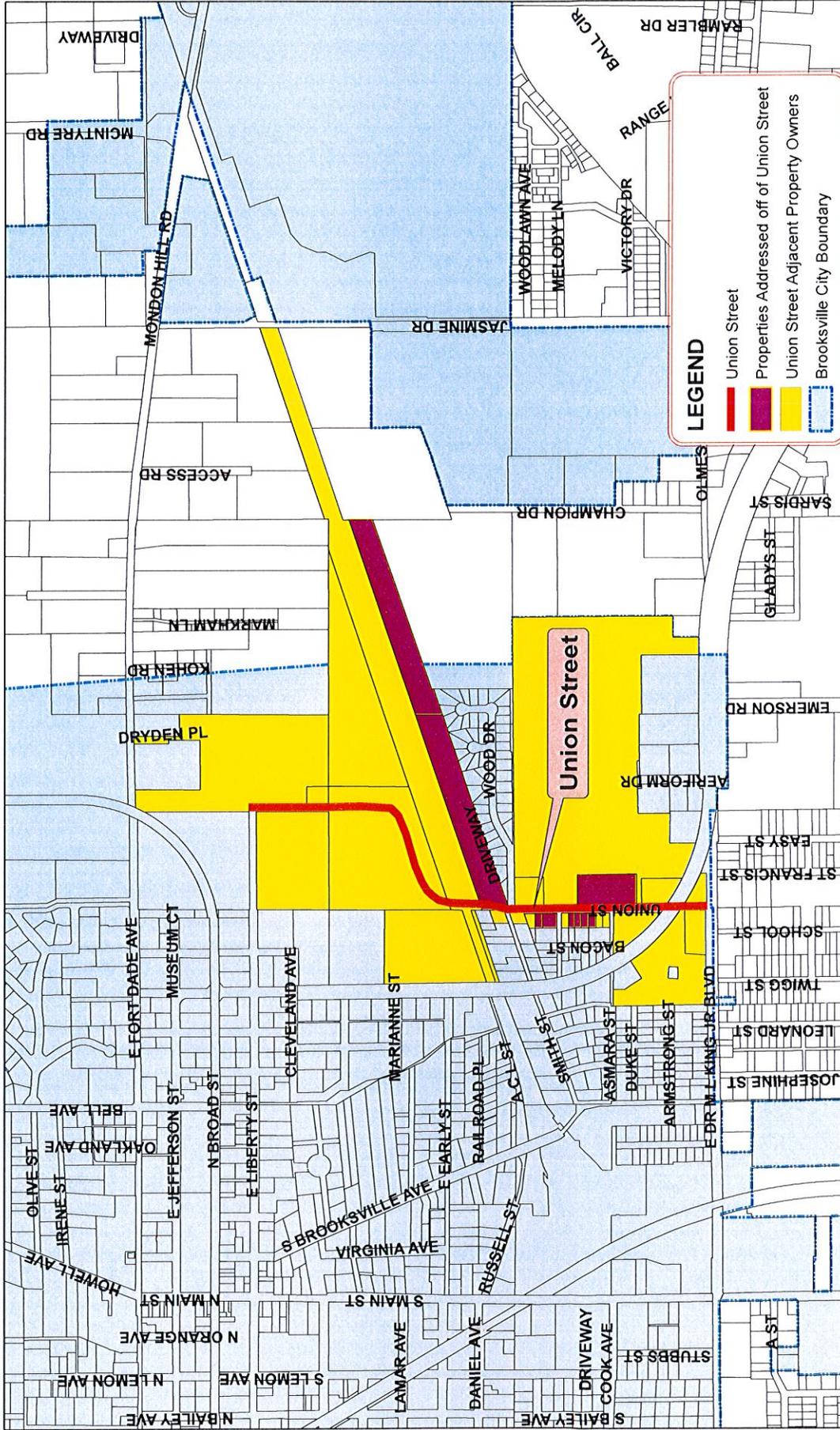
VOTE OF CITY COUNCIL:

Council Member Burnett _____
Council Member Erhard _____
Council Member Kemerer _____
Vice Mayor Battista _____
Mayor Kahler _____

Thomas S. Hogan, Jr., City Attorney



RESOLUTION NO. 2016-08 (EXHIBIT "A")
 CHANGING THE NAME OF UNION STREET TO MUHAMMAD ALI DRIVE



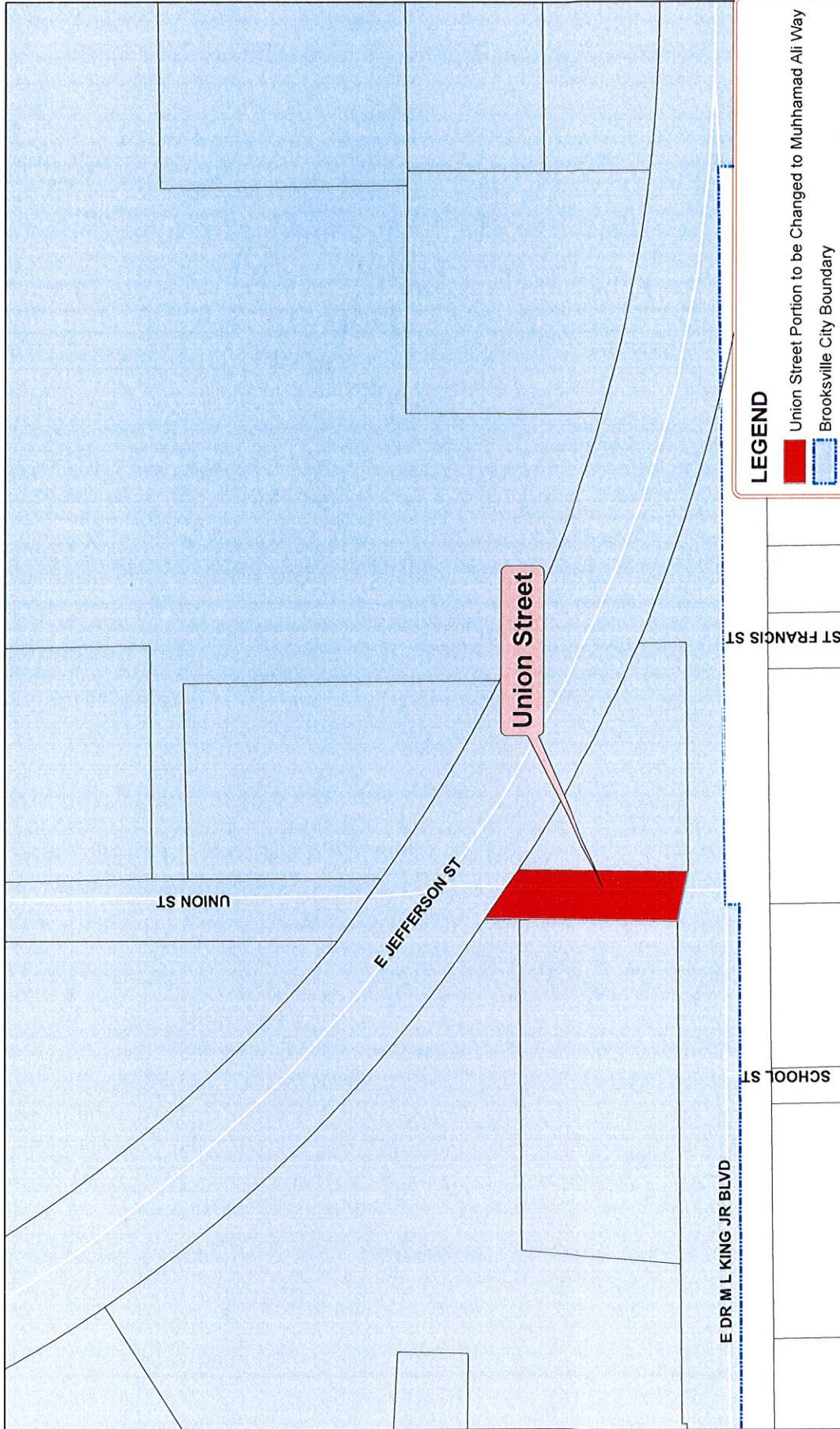
Map provided by the Hernando County Property Appraiser.
 Disclaimer: This map and/or digital data was prepared for planning purposes
 only and should not be used to determine the precise location of any feature.
 Map Projection: UTM Zone 18N

825 412.5 0 825 Feet

F:\ESR1\ArcMap Projects\Union Street 06092016.mxd



**RESOLUTION NO. 2016-08 (EXHIBIT "A")
CHANGING THE NAME OF UNION STREET TO MUHAMMAD ALI BOULEVARD**



Base Map provided by the Hernando County Property Appraiser.
The map and/or digital data was prepared for planning purposes
only and should not be used to determine the precise location of any feature.
Map provided later August 11, 2016.

July 11, 2016

09-14-16P07:17

Natalie Kahlen Mayor
City of Brooksville
201 Howell Avenue
Brooksville FL 34601

To Whom Concern;

This letter is being sent to you in reference to a letter I received a few days ago, which contained the changing of the Union Street name to Muhammad Ali Boulevard. With this taking place it will affect us in more than having a new street name.

Namely, it will affect our mail, our voters registration, property taxes, insurances, doctors offices, drivers licenses. In fact I just recently purchased my drivers license, banks and what have you.

Would you be so kind as to consider this matter?

Respectfully yours,
Edna Wells

NOTE TO FILE: Re. proposed street name change from Union Street to Muhammad Ali Boulevard

Received a phone call (voice message) on 7/14/2016 (12:22 PM) from Mr. Joseph Muscolino (727.863.4904). Mr. Muscolino objected to the name change stating that Mr. Ali was a draft dodger and suggested that there were better names such as "Veterans Way" that should be considered.



City Of Brooksville

Community Development Department
William "Bill" Geiger, Director

June 22, 2016

Ebenezer Missionary Baptist
Church of Brooksville, Inc.
PO Box 853
Brooksville, Fl. 34605

Dear Sirs:

This letter is being sent to you in regard to your interest as a property or leasehold owner of land adjacent to Union Street. The City Council of the City of Brooksville is considering the renaming of Union Street to "Muhammad Ali Boulevard."

The Brooksville City Council will consider the adoption of a Resolution to make this road name change at 7:00 p.m., on Monday, August 15, 2016, at the:

Joseph E. Johnston, III Council Chambers
201 Howell Avenue, Brooksville, Florida 34601

As an interested party, you may wish to appear to express your perspective on the road name change. If you wish to forward any written comments or concerns please provide them to our office by August 1, 2016.

If you desire additional information in the interim, you may contact me at (352) 540-3810.

Sincerely,

Bill Geiger

Bill Geiger
Community Development Director

Attachment: Draft Resolution & Location Map